Invitation to Bid

The Republic of Türkiye

Rail Logistics Improvement Project

Employer: General Directorate of Infrastructure Investment (GDII)

Project: Rail Logistics Improvement Project

Contract title: Construction Works for Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone

Country: Republic of Türkiye

Loan No.: 9145-TR

RFB No: AYGM-YAP-2023-WB 03

Issued on: 20.11.2024

1. The Ministry of Transport and Infrastructure has received financing from the World Bank toward the cost of the Rail Logistics Improvement Project and intends to apply part of the proceeds toward payments under the contract for Construction Works for Branching Railway Lines and Highway to the industrial facilities at the Filyos Port. Bidding process will be governed by the World Bank's Procurement Regulations.

2. The General Directorate of Infrastructure Investments (GDII) now invites sealed Bids from eligible Bidders for Construction Works for Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone. The area is located within city of Zonguldak in Filyos province. The total length of the railway lines which a design speed of 50 km/h, is approximately 13 km including 2 bridges.

   The construction period of the facility is 730 days. Defect Notification Period is 365 days.

3. Bidding will be conducted through international competitive procurement using Single-Stage Two-Envelope,Request for Bids (RFB) with Rated Criteria as specified in the World Bank's "Procurement Regulations for IPF Borrowers- Procurement in Investment Projects Financing" (July 2016 and revised August 2018) ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from General Directorate of Infrastructure Investments, İrfan Kurnaz (irfan.kurnaz@uab.gov.tr) and inspect the Bidding document during office hours (from *09.00 to 17.00 hours)* at the address given below **Address:** Hakkı Turayliç Cad. No:5 06338 Emek/Çankaya/ANKARA.

5. The Bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **3000 Turkish Lira**. The method of payment will be bank transfer. The document will be sent by e-mail. Information of bank account that payment will be done is given below:

Account Holder: *ULAŞTIRMA VE ALTYAPI BAKANLIĞI – MERKEZ SAYMANLIK MÜDÜRLÜĞÜ*

Bank Name: *T.C. MERKEZ BANKASI (Central Bank of Republic of Türkiye)*

Branch: *ANKARA ŞUBESİ (Ankara Branch)*

IBAN: *TR67 0000 1001 0000 0350 1540 29*

6. Bids must be delivered to the address below on or before **08.01.2025**. 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. 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 **USD 1,500,000 (one million and five hundred thousand US Dollar) or equivalent**.

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. The address (es) referred to above is (are):

General Directorate of Infrastructure Investments - Department of Railway Construction
Name: İrfan Kurnaz, Branch Manager of External Funded Projects
Address: Hakkı Turayliç Caddesi No:5, Emek 06500, Ankara, Türkiye, Floor: 6 Room:616
Telephone: +90 312 203 17 40
Email: irfan.kurnaz@uab.gov.tr
Web Address: https://aygm.uab.gov.tr/

Request for Bids
Works

Procurement of:

Construction Works for Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone

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Employer: General Directorate of Infrastructure Investment (AYGM)

Project: Rail Logistics Improvement Project

Contract title: Construction Works for Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone

Country: Türkiye

Loan No.: 9145-TR

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Standard Procurement Document

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS.**

1.2 Throughout this bidding document:

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;

if the context so requires, **"singular"** means **"plural'** and vice versa;

"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;

"ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

"Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

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

"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;

"Contractor's Personnel" is as defined in Sub-Clause 1.1.17 of the General Conditions; and

"Employer's Personnel" is as defined in Sub-Clause 1.1.33 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") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward 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 Engineer for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the 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, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

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 World Bank Group'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 A 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 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the 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.

4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS.**

5. Eligible Materials, Equipment, and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which 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 Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are 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 specified **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 fourteen (14) days 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 clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so, specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so, specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

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 Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

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 19.1;

(c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;

(f) Conformity: a technical proposal in accordance with ITB 16;

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 14;

(b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;

(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

(d) 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 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part 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.

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

13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. 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.

14.3 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.

14.4 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.

14.5 Unless otherwise specified **in the BDS** and the Conditions of 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 Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in

accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

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

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

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a technical proposal in the Technical 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 Bidder's proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid-Technical Part, included in Section IV, Bidding Forms.

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

17.3 If a margin of preference applies as specified in accordance with ITB 36.2, 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 36.2.

17.4 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.

Subcontractors

17.5 Unless otherwise stated **in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

17.8 In case prequalification has been carried out, subject to ITB 17.4, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of 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 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 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 18.1, 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.

19. Bid Security

19.1 The Bidder shall furnish as part of the 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**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional 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 an 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 18.2.

19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security pursuant to ITB 49.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental and Social (ES) Performance Security.

19.7 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 48; or

(ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

19.8 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 into a legally enforceable JV 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 11.6.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, 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 48; or

(ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.

20.2 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.

20.3 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.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 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

21. Sealing and Marking of Bids

21.1 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.

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

21.3 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Employer.

21.4 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 22.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.5 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.

22. Deadline for Submission of Bids

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

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

E. Public Opening of Technical Parts of Bids

25. Public Bid Opening of Technical Parts of Bids

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB 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 22.1, shall be as specified **in the BDS**.

25.2 First, 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.

25.3 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.

25.4 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.

25.5 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 Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts 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**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 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) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security if one was required.

25.9 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

26. Confidentiality

26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of 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 the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.

26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 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.

29. Nonmaterial Nonconformities

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

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to

any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

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

30.2 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 documents. A substantially responsive Bid is one that materially confirms to the 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.

30.3 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.

31. Eligibility and Qualifications of the Bidder

31.1 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 prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 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 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries,

parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

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

31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.

32. Detailed Evaluation of Technical Part

32.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

32.2 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

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33.1 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".

33.2 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**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 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 Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative 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**.

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

33.7 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;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

33.8 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.

İ. Evaluation of Financial Part of Bids

34. Adjustments for Nonmaterial Nonconformities

34.1 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.

35. Correction of Arithmetic Errors

35.1 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.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency and Margin of Preference

36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.

36.2 Unless otherwise specified **in the BDS,** a margin of preference for domestic Bidders[1] shall not apply.

37. Evaluation Process, Financial Parts

37.1 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 Daywork[2] items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 35;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;

(f) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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[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.

[2] Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

37.2 If price adjustment is allowed in accordance with ITB 14.5**,** the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

37.3 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 lotor slice shall not be considered for Bid evaluation**.

38. Abnormally Low Bids

38.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability 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 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 total 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

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).

41. Most Advantageous Bid

41.1 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.

42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

42.1 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.

43. Standstill Period

43.1 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 47. 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.

44. Notification of Intention to Award

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

(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 scores;

(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

45. Award Criteria

45.1 Subject to ITB 42.1, 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.

46. Notification of Award

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 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").

46.2 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.

46.3 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.

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

47. Debriefing by the Employer

47.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 44.1, 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.

47.2 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.

47.3 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.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 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.

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

49. Performance Security

49.1 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 determined 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.

49.2 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.

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is: **AYGM-YAP-2023-WB 03** The Employer is**: General Directorate of Infrastructure Investments (AYGM)** The name of the RFB is: **Construction Works for Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone** The number and identification of lots (contracts) comprising this RFB is: **1 (one).**
ITB 2.1	The Borrower is: The Republic of Türkiye - ***Ministry of Transport and Infrastructure where Employer is General Directorate of Infrastructure Investments (GDII) which is a general directorate of Borrower.*** Loan or Financing Agreement amount: ***350,000,000 US$ (314,000,000 EURO).*** The name of the Project is: ***Rail Logistics Improvement Project***
ITB 4.1	Maximum number of members in the JV shall be: ***3 (three)***
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
ITB 4.11	This Bidding Process **is not** subject to prequalification.
B. Contents of Bidding Document	
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: Attention: İrfan Kurnaz Address: Hakkı Turayliç Caddesi No:5, Emek

	Floor/ Room number*:* Floor 6, Room 616 City: *Ankara* ZIP Code: 06500 Country: Türkiye Telephone: +90 312 203 17 40 Electronic mail address: **irfan.kurnaz@uab.gov.tr** Web page: **https://aygm.uab.gov.tr**
ITB 7.4	A Pre-Bid meeting ***shall*** take place at the following date, time, and place: Date:11.12.2024 Time: 10:00 Place: The Pre-Bid meeting shall be an online meeting. The virtual meeting details will be shared at least 7 (seven) calendar days before the pre-bid meeting date with prospective bidders who purchased the bidding document. A site visit conducted by the Employer ***shall not be*** organized.
ITB 7.6	Web page: ***https://aygm.uab.gov.tr/ihaleler***
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: **English**. All correspondence exchange shall be in **English** language. Language for translation of supporting documents and printed literature is **English.**

ITB 11.2 (g)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: **Code of Conduct for Contractor's Personnel (ES)** 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. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** *The Bidder shall submit* Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: • *Contractor's Environmental and Social Management Plan* • *Construction Impacts Management Plan* • *Community Health and Safety Management Plan* • *Employment and Training Plan* • *Aggregate Management Plan* • *Traffic (Transportation) Management Plan* • *Cultural Heritage Management Plan* • *Pollution Prevention Plan* • *Waste Management Plan* • *Emergency Preparedness and Response Plan* • *Biodiversity Management Plan* • *Occupational Health and Safety Management Plan*
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: The priced Bill of Quantities must additionally be submitted digitally on CD/USB Memory with the Bid. In case of conflict between the printed and digital copy, the printed copy shall prevail. Unit prices must be entered as two digits after the comma.
11.6	And add the following texts at the end of ITB 11.6:

	Joint Venture Arrangements shall have the following Provisions: i. Joint Venture Agreement shall nominate a lead member who will lead and bind the joint venture agreement and will have the authority to conduct all business for and on behalf of any and all members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution, ii. Lead member shall have lead/ principal share in the joint venture, iii. The Joint Venture Agreement should specify the scope and part of the contract to be carried out by each Joint Venture member. The assigned scope and parts of contract should correspond the member's respective experience and capacity to implement them; and The Joint Venture agreement includes the clause: "Joint and Several Liability: All members of the joint venture (JV) shall be jointly and severally liable to the Employer for the execution of the entire Contract. The JV leader shall have the authority to bind the JV. Neither the composition, the constitution, and the legal status nor the scope and parts of the Contract to be carried out by each member, as specified in the Joint Venture Agreement, shall be altered without the prior consent of the Employer. Such consent shall not relieve any altered JV from the joint and several liability to the Employer for the execution of the entire Contract."
ITB 13.1	Alternative Bids ***shall not be*** considered.
ITB 13.2	Alternative times for completion ***shall not be*** permitted.
ITB 13.4	Not applicable.
ITB 14.5	The prices quoted by the Bidder shall be: **subject to adjustment.**
ITB 14.7	Existing text is deleted and replaced with the following revised text: All duties, taxes **(excluding VAT),** 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.

ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with **Alternative A** as described below: **Alternative A (Bidders to quote entirely in local currency):** (a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in **Turkish Lira** 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. (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.
ITB 17.5	At this time the Employer ***does not intend*** to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: **30 %** of the total contract amount. (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: a. Line Laying b. Ballast Paving c. Rail Welding d. Cabling e. Communication System Installation f. Signaling System Installation g. Ground Improvement h. Reinforced Concrete Works i. Earthworks j. Construction of Bridge

ITB 18.1	**The Bid shall be valid until:** 08.07.2025
ITB 18.3 (a)	**N/A.**
ITB 19.1	A Bid Security **shall be** required. A Bid-Securing Declaration **shall not be** required. The amount and currency of the Bid Security shall be: USD $ 1,500,0000 **or equivalent** The exchange rate to be applied in conversion of the Bid Security Amount shall be the Selling Exchange rates officially published by the Central Bank of Turkey (Döviz Satış) at 03.30 p.m. (Turkey Time) on the applicable date (http://www.tcmb.gov.tr). The applicable date for the exchange rates to shall be the date twenty-eight (28) days prior to the date of Bid Opening except when the date falls on an official holiday including Saturdays and Sundays in which case the applicable date shall be the last working day before twenty-eight (28) days prior to the date of Bid Opening. Exchange rates can be obtained from http://www.tcmb.gov.tr.
ITB 19.3 (d)	Other types of acceptable securities: **None**
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a)The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and b)In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: **1 (one) digital copy with searchable format**

	The scanned version of signed original documents in pdf format should also be submitted in a flash disk/DVD electronically.
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: **General Directorate of Infrastructure Investments** Street Address: **Hakkı Turayliç Caddesi No:5/B, Emek** Floor/ Room number: **Floor 6, Room 616** City: **Ankara** ZIP/Postal Code: **06500** Country: **Türkiye** The deadline for Bid submission is: Date: ***08.01.2025*** Time: ***15:00***
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Street Address: **Hakkı Turayliç Caddesi No:5/B Emek** Floor/ Room number: **Floor: Ground Floor, Room: Conference Room** City: **Ankara** Country: **Türkiye** Date: **08.01.2025** Time: **15:15**
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" **shall be** initialed by representatives of the Employer conducting Bid opening. **Each Bid shall be initialed by all representatives and shall be numbered**
G. Evaluation of Technical Part of Bids	

<table>
<tr><td>ITB 32.2</td><td>The technical factors (sub-factors) and the corresponding weight in % are:
<table>
<tr><th>Technical Factor</th><th>weight in percentage (%)</th></tr>
<tr><td>1. Method Statement for construction activities including the construction of the bridge, commissioning, performance tests, etc.</td><td>30</td></tr>
<tr><td>2. Site Organization</td><td>20</td></tr>
<tr><td>3. Work Program demonstrating the construction of the bridge and including procurement plan of equipment and Mobilization Schedule</td><td>20</td></tr>
<tr><td>4. Environmental and Social (ES) Management Strategies and Implementation Plans (ES - MSIPs) to manage the ES risks</td><td>30</td></tr>
</table></td></tr>
<tr><td colspan="2">H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts</td></tr>
<tr><td>ITB 33.5</td><td>The Letter of Bid – Financial Part and Schedules shall be initialed by all representatives of the Employer conducting Bid opening. 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.</td></tr>
<tr><td colspan="2">I. Evaluation of Financial Part of Bids</td></tr>
</table>

ITB 36.1	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: ***Turkish Lira*** The source of exchange rate shall be: ***Central Bank of the Republic of Türkiye*** The date for the exchange rate shall be*: **25.12.2024*** The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under **Alternative A** that follows: ***Alternative A: Bidders quote entirely in local currency*** For comparison of Bids, the Bid Price, corrected pursuant to ITB 35, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1. In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.
ITB 36.2	A margin of domestic preference **shall not** apply.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be given for cost is**: 80%**
K. Award of Contract	
ITB 46.2 (e)	Existing text is deleted and replaced with the following revised text: the name of the successful Bidder, the final total contract price including the Value Added Tax (VAT) determined in accordance with the VAT ratio prevailing at the time of the contract award notice, the contract duration, and a summary of its scope; and
ITB 49.1 and 49.2	The successful Bidder **shall** be required to submit an Environmental and Social (ES) Performance Security.

ITB 50.1	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: **For the attention**: Irfan Kurnaz **Title/position**: Branch Manager of External Funded Projects **Employer**: General Directorate of Infrastructure Investments **Email address***:* irfan.kurnaz@uab.gov.tr 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 all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

- For construction turnover or financial data required for each year - Exchange rate (TCMB selling rate) prevailing on 30th June or the latest business day before the given date of respective calendar year (in which the amounts for that year are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Evaluation of Bids

1. Qualification

1.1 Update of Information

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

1.2 Subcontractors

Only the Specialized Subcontractors as approved by the Employer will be considered. The bidder shall provide in Section IV-Bidding Forms the relevant details of all proposed subcontractors.

The Specialized Subcontractors shall have minimum requirements listed below:

- Satisfactory completion in the last 5 years at least one contract of similar nature to the part of the works proposed to be subcontracted and of value not less than 25% of the amount proposed to be subcontracted.

1.3 Financial Resources

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment.

1.4 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 below table.

The 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.

For the purpose of evaluation, only the Key Personnel listed in the table below will be evaluated. All key personnel proposed by the Bidder are required to meet the academic qualification and minimum experience requirements specified for each position. If any

of the Key Personnel proposed by the Bidder is determined by the Employer not meeting the specified requirements, the Employer reserves the right to require the Bidder to replace such key personnel with the fully qualified and experienced key personnel prior to contract award, if awarded to the Bidder.

Item No	Position	No. of Position	Relevant Academic Qualifications	Minimum years of relevant experience in similar work and overall experience
1	Project Manager (Contractor's Representative)	1	Bachelor's Degree in Civil Engineering	Minimum 8 years relevant experience, 2 years in FIDIC Contract management and Minimum 10 years overall experience
2	Deputy Project Manager	1	Bachelor's Degree in Civil Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
3	Electro-mechanical Works Deputy Project Manager	1	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics or Mechanical Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
4	Topographical Engineer	1	Bachelor's Degree in Survey or Topographical Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience
5	Electrical Works Engineers	1	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics	Minimum 5 years relevant experience and Minimum 8 years overall experience

6	Occupational Health and Safety Lead	1	Bachelor's Degree and A Class H&S Expertise Certified or equivalent	Minimum 5 years relevant experience and Minimum 8 years overall experience
7	Environmental Lead	1	Bachelor's Degree in Environmental Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience s
8	Social Lead	1	Bachelor's Degree	Minimum 5 years relevant experience and Minimum 8 years overall experience
9	Archaeologist	1	Bachelor's Degree in Archeology	Minimum 5 years relevant experience and Minimum 8 years overall experience

1.5 Equipment

The Bidder must submit documentary evidence to demonstrate that it has access (owned/leased/rented) to the key equipment listed in the table below. For the purpose of evaluation only the key equipment listed in the table below will be evaluated. The key equipment proposed by the Bidder are required to meet the specified characteristics. If any of the key equipment proposed by the Bidder is determined by the Employer not meeting the specified characteristics, the Employer reserves the right to require the Bidder to replace such key equipment with the key equipment that meets the specified characteristics prior to contract award, if awarded to the Bidder.

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator (min 20 Ton)	5
2	Truck (min 10 ton)	10
3	Roller (min 6 ton)	2

The Bidder shall provide its strategy for acquiring and maintaining (owned/leased/rented) the equipment that may be needed to execute the Works in accordance with the Work Program but not limited to the key equipment listed in the table above. The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 32.1:

Quality of the Technical Part will be evaluated in terms of the bidder's proposed Method Statement, Site Organization, Work Program and Mobilization Schedule, and ES-MSIPs based on technical factors, and sub-factors and corresponding weightages and scores as follows:

Technical Factor	weight in percentage (%)
1. Method Statement for construction activities including the construction of the bridge, commissioning, performance tests etc.	30
2. Site Organization	20
3. Work Program demonstrating the construction of the bridge and including procurement plan of equipment and Mobilization Schedule	20
4. Environmental and Social (ES) Management Strategies and Implementation Plans (ES - MSIPs) to manage the ES risks	30

Table 1: Subfactors and Maximum Scores for Method Statement for Construction Activities including the construction of the bridge, commissioning, performance tests, etc.

No	**Sub-Factor**	**Scoring**
1.1	Approach and method statement, tailored to this project, clearly outlines the sequence of construction activities including the construction of the bridge, including specific tasks, materials, equipment, and methods to be employed, present all aspects of the construction process, from site preparation to completion, addressing safety measures, quality control procedures including due diligence/compliance checks the Contractor will perform on	12

	subcontractors and Suppliers, environmental considerations, and any relevant regulations or standards.	
1.2	Clearly state planning, execution, and monitoring of the project, communication with all relevant stakeholders, including contractors, subcontractors, workers, and project managers, specify project requirements, site conditions, revisions and updates as necessary to reflect any modifications during the construction process.	9
1.3	Potential risks and hazards associated with this project and mitigation measures in the form of a table, with a focus on the major risks.	9
	Maximum Score Sub-Total – Method Statement for Construction Activities including the construction of the bridge	**30**
No	**Sub-Factor**	**Scoring**

Table 2: Subfactors and Maximum Scores for Site Organization

No	**Sub-Factor**	**Scoring**
2.1	Authority and responsibilities of the personnel in the form of a table. Clearly defining of the material delivery and procurement management, storage, protection of materials on site.	12
2.2	Records keeping procedures, share of information with project stakeholders, site communication and high level of information flow etc.	8
	Maximum Score Sub-Total - Site Organization	**20**

Table 3: Subfactors and Maximum Scores for Work Program demonstrating the construction of the bridge and including procurement plan of equipment and Mobilization Schedule

No	**Sub-Factor**	**Scoring**
3.1	Work Program including a Gant Chart and a statement clearly indicating the strategy of execution of each phase of the Works including the construction of the bridge. Additionally, the time line of the relevant expert/s related with the construction schedule. The objective is to provide a Programme that brings clarity on how specific	6

	challenges of the project will be overcome and integrated within the schedule without conflict.	
3.2	Clear explanation of how the Contractor will avoid possible delays and mitigation actions/measures, how potential delays will be resolved to assure on time project delivery and what does the Contractor require from Employer.	6
3.3	The Bidder shall define the Mobilization Schedule which involves planning and coordination to ensure efficient and effective mobilization of resources and personnel to the construction site. Mobilization Schedule shall contains at least: Preparation Phase, Logistics Planning, Site Preparation, Resource Allocation. The objective is to provide a Programme that brings clarity on how Mobilization specific challenges of the project will be overcome and integrated within the schedule without result in delay.	8
	Maximum Score Sub-Total - Work Program and Mobilization Schedule	**20**

Table 4: Subfactors and Maximum Scores for ES-MSIP

No	**Sub-Factor**	**Scoring**
4.1	Approach and method statement in addressing the key risks specified in the Project's ESIA (including ESMP and sub-management plans).	12
4.2	Approach and method for the Health and Safety Plan which outlines the safety measures, procedures, and protocols to be implemented to ensure the health and safety of workers, visitors, and the public at the construction site.	9
4.3	Providing internationally recognized certificate demonstrating bidders' expertise in managing environmental and social risks and impacts.	9
	Maximum Score Sub-Total - ES-MSIP	**30**

Technical Proposal Scoring Methodology

Score (of the total score for the factor/subfactor as applicable	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	
2	Sufficient information to demonstrate how the requirement will be met	
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	

As per ITB 35.2, the technical factors (and sub- factors, if applicable) are weighted in terms of relevance, the total technical score would be the weighted average in percent.

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

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

Alternative Technical Solutions for specified parts of the Works

Not applicable.

3. Financial Evaluation

Margin of Preference

Not Applicable.

Criteria for Financial Evaluation

In addition to the criteria listed in ITB 37.1 (a) – (e) the following criteria shall apply:

Time Schedule

Not applicable.

Life Cycle Costs

Life cycle costing shall not apply.

Sustainable Procurement

Not applicable.

4. 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:

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

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
T_{high} = 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.

5. Multiple Contracts

Not Applicable.

A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
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 Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
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 2019.	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 and ITB 19.9	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 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	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. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder[3] since 1st January 2019					
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 Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
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	Must meet requirement (including each	N/A	Must meet requirement (including each	N/A	Letter of Bid, Form CON-4

[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 awards against the Bidder or any member of a joint venture may result in failure of the Bid.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		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.	subcontractor proposed by the Bidder)		subcontractor proposed by the Bidder)		
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available financial resources (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **US $ 10,000,000 (ten million)** for the subject contract(s) net of the Bidder's other commitments. The documentary evidence shall be in the form of supporting letters issued by the Bidder's bank/financial institution confirming that the	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments and Form 3.3

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		above specified minimum amount is available through lines of credit and/or funds in the Bidder's bank account for use in the execution of the subject contract if awarded to the Bidder. (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last *5* years i.e. 2019, 2020, 2021, 2022 and 2023 shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of **US$ 80,000,0000 (Eigty million)** calculated as total certified payments received for contracts in progress and/or completed within the last 5 years (i.e. 2019, 2020, 2021 ,2022 and 2023) starting 1st January 2019, divided by 5 years	Must meet requirement	Must meet requirement	Must meet **25 %, (twenty-five percent)** of the requirement	Must meet **40 %, (forty percent)** of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	**General Construction Experience**	Experience of more than 10 (ten) years prior to the bid submission deadline under any type of construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	**Specific Construction & Contract Management Experience**	A minimum number of similar contracts specified below that have been satisfactorily and substantially[5] completed as a prime contractor, joint venture member[6], management contractor or Subcontractor	Must meet requirement	Must meet requirement	NA	N/A	Form EXP 4.2(a)

[5] Substantial completion shall be based on 80% (over total value of the contract) or more works completed under the contract .

[6] For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		between 1st January 2014 and bid submission deadline: (i) 1 (one) contract of minimum value **US$ 100,000,000 (one hundred)** or equivalent, Or (ii) 2 (two) contracts, each of minimum value **US$ 60,000,000 (Sixty million)** or equivalent, and with total value of maximum two contracts cumulatively equal or more than **US$ 120,000,000 (one hundred twenty million)** or equivalent; The similarity of the contracts shall be based on the following: **Construction of rail systems (railway, metro, tram or funicular)**					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2014 and Application submission deadline, a minimum construction experience in the	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		following key activities successfully completed[7]: i) Construction of 5 km of rail lines in rail system works. Rail system works are construction of railway, metro, tram or funiculars. It is required that infrastructure, superstructure, electromechanical and signaling works are carried out under the same contract. And (ii) Construction of a bridge of at least 250 m long.					
4.2 (c)	**Specific Experience in managing ES aspects**	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 2014 and Application submission deadline, experience in managing the following ES risks and impacts and any additional sustainable	Must meet requirements	Must meet requirement	N/A	N/A	Form EXP – 4.2 (c)

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		procurement aspects: Implementing environmental and social management plan in at least one similar contract, which should be supported by the employer's letter confirming satisfactory completion.					

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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 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*]

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

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) **Sexual 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 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental and Social (ES) Performance Security, **Delete if not applicable***] in accordance with the bidding document;

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the 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; and

(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;

(n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1. …….....	
2. ……..	
3. ……	

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 of Bid

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **Key Personnel Schedule**
- **Others**

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

*[**Note to the Bidder**: In addition to providing method statement for* construction activities (and design, if any), *If the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan.]*

Mobilization Schedule

[insert Mobilization Schedule]

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as 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.

Construction Schedule

[insert Construction Schedule]

The construction schedule shall include the following key milestones:

- *No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions – Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*
- *SEA and SH orientation conference*

ES Management Strategies and Implementation Plans (ES-MSIP)

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

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

Code of Conduct for Contractor's Personnel (ES) Form

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

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

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

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

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.

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.
13. respect cultural background by avoiding impacts on tangible and intangible cultural heritage.

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.

Form EQU - Contractor's Equipment

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

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 ☐ Owned ☐ Rented ☐ Leased ☐ 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	

Subcontractors

[Note to Bidder: As applicable, select either Option 1 if prequalification process has not been carried out or Option 2: if prequalification process has been carried out, and delete the option that is not applicable]

Option 1- Without Prequalification

(a) Specialized Subcontractors

The following Specialized Subcontractors are proposed for parts of the Works permitted by the Employer in accordance with BDS ITB 17.7 [state "Not Applicable", if not permitted]

No.	*Part of the Works to be subcontracted*	*Specialized Subcontractor's name and address*	*Nationality*	*Specific Experience*

The following [add: "other" if Specialized Subcontractors are included above. Bidders are free to propose more than one subcontractor for each part of the Works.] Subcontractors are proposed.

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

Option 2- After Prequalification

(a) Specialized Subcontractors

[Insert the following if Specialized Subcontractors were accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission; otherwise, state: N/A.]

" The same specialized subcontractor/s accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission are proposed."

(b) The following [add: "other" if Specialized Subcontractors are included above] Subcontractors are proposed. Bidders are free to propose more than one subcontractor for the same part of the Works.]

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

Form PER -1: Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	**Title of position:** Project Manager (Contractor's Representative)	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
2.	**Title of position:** Deputy Project Manager	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
3.	**Title of position:** Electro-mechanical Works Deputy Project Manager	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
4.	**Title of position:** Topographical Engineer	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]

	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
5.	**Title of position:** Electrical Works Engineers	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
6.	**Title of position:** Occupational Health and Safety Lead	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
7.	**Title of position:** Environmental Lead	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
8.	**Title of position:** Social Lead	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
9.	**Title of position:** Archaeologist	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]

	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

Form PER-2: Resume and Declaration Contractor's Representative and 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**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

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

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

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

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

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid
3. result in my dismissal from the contract.

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidder's 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 Information Sheets included 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 -1.2: 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 ☐ 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. ☐ 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			
☐ Contract non-performance did not occur since 1st January *[insert year]* ☐ 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)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation ☐ 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

☐ No Litigation History ☐ Litigation History

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

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			
☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. ☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, 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)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*

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

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

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (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. ☐ (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. ☐ (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.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
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)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____

_____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[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	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

No.	Source of finance	Amount (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 statements[1] 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**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

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

Form FIN – 3.3: Financial Resources

Specify proposed sources of financing, in the form of lines of credit and/or funds in the Bidder's bank account net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

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

(*) Also provide documentary evidence in the form of supporting letter(s) issued by the Bidder's bank/financial institution confirming that the above specified minimum amount is available through lines of credit and/or funds in the Bidder's bank account for use in the execution of the subject contract if awarded to the Bidder.

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 performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works 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 ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
If member in a JV or Subcontractor, 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 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: _____
Subcontractor's Name[2] (as per ITB 17): _____
RFB No. and title: _____

Page _____of _____pages

All Subcontractors for key activities must complete the information in this form as per ITB 17 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
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:	

2. Activity No. Two
3. ……

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

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

Bidder's Name: _____
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 ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
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): _____

4. …

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 extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

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

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

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

_____

[signature(s)]

Letter of Bid - Financial 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 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*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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 Bid- 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 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

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

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

Or

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

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

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 Cost Indexation

Pn = a + b1 * (K1n/K1o) + b2 * (K2n/K2o) + b3 * (K3n/K3o) + b4 * (K4n/K4o) + b5 * (K5n/K5o) + b6 * (K6n/K6o) + b7 * (K7n/K7o) + b8 * (K8n/K8o) + b9 * (K9n/K9o) + b10 * (K10n/K10o)

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

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

"b1", "b2", "b3", "b4", "b5", "b6", "b7", "b8", "b9" and "b10" "are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials and these coefficients are:

"K1n", "K2n ", "K3n", "K4n", "K5n", "K6n", "K7n" "K8n", "K9n ", and "K10n": are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"K1o", "K2o ", "K3o", "K4o", "K5o", "K6o", "K7o" "K8o", "K9o ", and "K10o": are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

Table of Adjustment Data

[In Tables A, B, and C, below, the 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 works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
a	Nonadjustable	-	-	-	A: 0.10
K1	Labor Cost Index	TUIK1*			b1: 0.08-0.10
K2	Other non-metallic mineral products Index	TUIK2*			b2: 0.10-0.14
K3	Iron and steel product Index	TUIK3*			b3: 0.22-0.26
K4	Basic precious metals and other non-ferrous metals	TUIK4*			b4: 0.04-0.06
K5	Solid or liquid fuels	TUIK5*			b5: 0.10-0.14
K6	Wood and cork Index	TUIK6*			b6: 0.01-0.03
K7	Electrical equipment	TUIK7*			b7: 0.03-0.06
K8	Computers and electronic and optical products	TUIK8*			b8: 0.07-0.09
K9	Other material Index	TUIK9*			b9: 0.04-0.06
K10	Mechanical Equipment	TUIK10*			b10: 0.13-0.17
			Total		**1.00**

TUIK1: The number in the "General" column of the Consumer Price Index (2003=100) Table of Index Numbers by Expenditure Groups published monthly by the Turkish Statistical Institute
TUIK2: Number in column 23.9 "Other Non-Metallic Mineral Products" of the Domestic Producer Price Index
TUIK3: Number in column 24 "Base Metals" of Domestic Producer Price Index
TUIK4: Number in column 24.4 "Basic Precious Metals and Other Non-iron Metals" of Domestic Producer Price Index
TUIK5: Number in column 19.2 "Solid or Liquid Fuels" of Domestic Producer Price Index

TUIK6: Number in column 16 "Wood and Cork Products (Except Furniture)" of Domestic Producer Price Index
TUIK7: Number in column 27.1 "Electric Motors, Generators, Transformers and Electricity Distribution and Control Apparatus" of Domestic Producer Price Index
TUIK8: Number in column 26.2 "Computers and Peripheral Equipment" of Domestic Producer Price Index
TUIK9: For other work items included in the scope of the construction work subject to the tender, the Domestic Producer Price Index, 2003=100, CPA 2008, published monthly by the Turkish Statistical Institute, the Domestic PPI “General” index in the historical series table according to sections, sections and groups
TUIK10: Number in column 28 "Machinery and equipment n.e.c." of Domestic Producer Price Index

“Base value and date” is the Index value twenty-eight (28) days before the Bid Submission Date, to be provided by the Bidder.

The Bidder will be required to specify weightings within the range such that the total weightings = 1.00.

Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
a	Nonadjustable	—	—	—		A: 0.10
K1	Labor Cost Index					b1: 0.08-0.10
K2	Other non-metallic mineral products Index					b2: 0.10-0.14
K3	Iron and steel product Index					b3: 0.22-0.26
K4	Basic precious metals and other non-ferrous metals					b4: 0.04-0.06
K5	Solid or liquid fuels					b5: 0.10-0.14
K6	Wood and cork Index					b6: 0.01-0.03
K7	Electrical equipment					b7: 0.03-0.06
K8	Computers and electronic and optical products					b8: 0.07-0.09
K9	Other material Index					b9: 0.04-0.06
K10	Mechanical Equipment					b10: 0.13-0.17
				Total		**1.00**

The Bidder shall complete the above table for indices as applicable.

"Base value and date" is the Index value twenty-eight (28) days before the Bid Submission Date, to be provided by the Bidder.

The Bidder will be required to specify weightings within the range such that the total weightings = 1.00.

Table C. Summary of Payment Currencies

Table: Alternative A

For: Last-Mile Rail and Road Infrastructure Connectivity to/from Filyos Port and Filyos Industrial Zone

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)*	C Local currency equivalent C = A x B	D Percentage of Total Bid Price (TBP) 100xC / TBP
Local currency Turkish Lira		**1.00**		
Foreign currency #1				
Foreign currency #2				
Foreign currency #3				
Total Bid Price				**100.00**
Provisional sums expressed in local currency	0		0	
TOTAL BID PRICE (including provisional sum)				

.

Bill of Quantities

A. Preamble

Available in the following link:

https://bulut.uab.gov.tr/share/preview/nkSFNfwFGSTNW4GNYRAbZVUTkxKsujBP6uyVnQfgDpwGyzH78r

B. Work Items

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

Bill No. 1—Infrastructure Works
Bill No. 2—Superstructure Works
Bill No. 3—Electrification Works
Bill No. 4—Signaling and Telecommunication Works
Bill No. 5—Station Buildings
Summary Bill of Quantities.

2. If BDS-ITB 15.1 (a) applies, Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies. If BDS-ITB 15.1 (b) applies Bidders shall price the Bill of Quantities in the applicable currency or currencies.

Bill No. 1: Infrastructure Works

Available in the following link:

https://bulut.uab.gov.tr/share/preview/nkSFNfwFGSTNW4GNYRAbZVUTkxKsujBP6uyVnQfgDpwGyzH78r

Bill No. 2: Superstructure Works

Available in the link given under "Bill No. 1: Infrastructure Works"

Bill No. 3: Electrification Works

Available in the link given under "Bill No. 1: Infrastructure Works"

Bill No. 4: Signaling and Telecommunication Works

Available in the link given under "Bill No. 1: Infrastructure Works"

Bill No. 5: Station Buildings

Available in the link given under "Bill No. 1: Infrastructure Works"

Daywork Schedule

Not Applicable

Summary of Specified Provisional Sums in the Bill of Quantities

Not Applicable

Grand Summary

Contract Name:

Contract No.:

General Summary	*Page*	*Amount*
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
Bill No. 4:		
Bill No. 5:		
Subtotal of Bills	*(A)*	
Contingency Allowance[i]	*(B)*	
Bid Price (A + B) (Carried forward to Letter of Bid)	*(C)*	

i) Shall be %5 of the Subtotal of Bills i.e B= A x 0.05

Section V - Eligible Countries

Not applicable

Section VI - Fraud and Corruption

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 Banks 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 nominated[2] 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 inspect[3] 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.

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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 - Works' Requirements

Contents

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Scope of Works

The Contractor shall execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

The Contractor is responsible for the adequacy, stability, and safety of all Site activities, construction techniques, and Works.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

Specification

Available in the following link:

https://bulut.uab.gov.tr/share/preview/KHgF8JQREwkZTsJxJxv3VYrmtfVwwCwmZJefXefACDMQDuXcAT

Environmental and Social (ES) requirements

MINIMUM CONTENT OF ES REQUIREMENTS

Three minimum level of requirement for a code of conduct should be determined by the employer, taking into account the issues, impacts and mitigation measures identified in:

- Filyos Project, Environmental and Social Management Plan (ESMP)
- Filyos Project, Resettlement Action Plan (RAP)
- Filyos Project, Stakeholder Engagement Plant (SEP)
- World Bank's Environmental and Social Standards (ESSs)
- Environmental Law No. 2872, Occupational Health and Safety Law No. 6331, Labor Law No. 4857, Social Security and General Health Insurance Law No. 5510, Public Hygiene Law No. 1593 and related legislation

Contractor's Representative and Key Personnel

Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant experience in similar work and overall experience
1	Project Manager (Contractor's Representative)	Bachelor's Degree in Civil Engineering	Minimum 8 years relevant experience, 2 years in FIDIC Contract management and Minimum 10 years overall experience
2	Deputy Project Manager	Bachelor's Degree in Civil Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
3	Electro-mechanical Works Deputy Project Manager	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics or Mechanical Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
4	Topographical Engineer	Bachelor's Degree in Survey or Topographical Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience
5	Electrical Works Engineers	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics	Minimum 5 years relevant experience and Minimum 8 years overall experience
6	Occupational Health and Safety Lead	Bachelor's Degree and A Class H&S Expertise Certified or equivalent	Minimum 5 years relevant experience and Minimum 8 years overall experience
7	Environmental Lead	Bachelor's Degree in Environmental Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience s
8	Social Lead	Bachelor's Degree	Minimum 5 years relevant experience and Minimum 8 years overall experience

9	Archaeologist	Bachelor's Degree in Archeology	Minimum 5 years relevant experience and Minimum 8 years overall experience

Drawings

Available in the following link:

https://bulut.uab.gov.tr/share/preview/ephWVRc5gSNjfgHPJJKBdypsPfRDPFuZtqRVmahw8KNPGxamne

Supplementary Information

Not Applicable

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017, reprinted 2022 with amendments" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which comprise of the World Bank's COPA and the amendments and additions to such General Conditions.

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

International Federation of Consulting Engineers (FIDIC)

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www.fidic.org

FIDIC code : ISBN13 : 978-2-88432-084-9

Section IX - Particular Conditions

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

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	Not applicable
Employer's name and address	1.1.31	**Add** at the end of the subparagraph: Name: General Directorate of Infrastructure Investments (GDII) Address: Hakkı Turayliç Cad. No:5 06338 Emek/Çankaya/ANKARA
Engineer's name and address	1.1.35	**Add** at the end of the subparagraph: The Engineer will be the person appointed by Optimal Proje Yönetimi İnşaat Sanayi Ticaret Ltd. Şti. in JV with Eptisa Mühendislik ve Müş. Hiz. Bilg. İnş. Tic. Ltd. Şti. in JV with Eptisa Servicios de Ingenieria S.L. & Optim Obermeyer Proje Teknik Bilgi İşlem Merkezi A.Ş &Obermeyer International GmbH & Obermeyer Infrastruktur GmbH & Co. KG & EFH Teknik Müşavirlik Mühendislik Mimarlık Yapım Yayıncılık Sanayi ve Ticaret Ltd. Şti.
Bank's name	1.1.89	**Add** new provision 1.1.89 as follows: "**Bank**" means International Bank for Reconstruction and Development.
Borrower's name	1.1.90	**Add** new provision 1.1.90 as follows: "**Borrower**" means Republic of Türkiye.
Time for Completion	1.1.84	**Add** at the end of the subparagraph: Time for Completion is 730 days
Site	1.1 74	The site is in Filoys. Details of the site is given in the PART 2 of the RFB.
Defects Notification Period	1.1.27	**Add** at the end of the subparagraph: Defect Notification Period is 365 days.

Conditions	Sub-Clause	Data
Sections	1.1.73	Sections shall not be used
Electronic transmission system	1.3 (a) (ii)	Electronic transmission system shall not be used
Address of Employer for communications:	1.3(d)	Address: Hakkı Turayliç Caddesi No:5, Emek 06500, Ankara, Türkiye
Address of Engineer for communications:	1.3(d)	Address: Beştepe Mahallesi, Nergis Sokak, No:7/A Via Tower Kat: 24, No: 53A-54, Söğütözü, Yenimahalle/ANKARA - Türkiye
Address of Contractor for communications:	1.3(d)	Address:
Governing Law	1.4	The governing law is Turkish Laws.
Ruling language	1.4	The ruling language is English.
Language for communications	1.4	The language for communication is English
Number of additional paper copies of Contractor's Documents	1.8	Three hardcopy and one digital copy
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	100 % (one hundred percent)
Time for access to the Site	2.1	No later than the Commencement Date
Engineer's Duties and Authority	3.2	Variations resulting any increase of the Accepted Contract Amount shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	N/A
Performance Security	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of 10% (ten percent) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.

Conditions	Sub-Clause	Data
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of 2% (two percent) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 days
Period of payment for temporary utilities	4.19	N/A
Number of additional paper copies of progress reports	4.20	Three hardcopy and one digital copy
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	30% (thirty percent)
Parts of the Works for which subcontracting is not permitted	5.1(b)	None
Working hours	6.5	Normal working hours means working hours in accordance with applicable laws, collective agreements, and industry standards

Key Personnel	6.12	Key Personnels are as follows:

Position	Relevant academic qualifications	Minimum years of relevant experience in similar work and overall experience
Project Manager (Contractor's Representative)	Bachelor's Degree in Civil Engineering	Minimum 8 years relevant experience, 2 years in FIDIC Contract management and Minimum 10 years overall experience
Deputy Project Manager	Bachelor's Degree in Civil Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
Electro-mechanical Works Deputy Project Manager	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics or Mechanical Engineering	Minimum 5 years relevant experience and Minimum 10 years overall experience
Topographical Engineer	Bachelor's Degree in Survey or Topographical Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience
Electrical Works Engineers	Bachelor's Degree in Electrical or Electronics or Electrical & Electronics	Minimum 5 years relevant experience and Minimum 8 years overall experience
Occupational Health and Safety Lead	Bachelor's Degree and A Class H&S Expertise Certified or equivalent	Minimum 5 years relevant experience and Minimum 8 years overall experience
Environmental Lead	Bachelor's Degree in Environmental Engineering	Minimum 5 years relevant experience and Minimum 8 years overall experience s
Social Lead	Bachelor's Degree	Minimum 5 years relevant experience and Minimum 8 years overall experience
Archaeologist	Bachelor's Degree in Archeology	Minimum 5 years relevant experience and Minimum 8

Conditions	Sub-Clause	Data
		years overall experience
Number of additional paper copies of program	8.3	Three hardcopy and one digital copy
Delay damages payable for each day of delay	8.8	0.05% of the Accepted Contract Amount,
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount
Cyber security- Variation	13.3.1 (a)	*N/A*
Total advance payment	14.2	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20% (b) percentage deductions for the repayment of the Advance Payment 30%
Period of payment	14.3	Monthly
Number of additional paper copies of Statement	14.3(b)	Three hardcopy and one digital copy
Percentage of retention	14.3(iii)	Percentage of retention is 5%.
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	Limit of retention money is 5%.
Plant and Materials	14.5(b)(i)	N/A
	14.5(c)(i)	Rails Traverses Slab Tracks

Conditions	Sub-Clause	Data
Minimum Amount of Interim Payment Certificates	14.6.2	0.5% of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	45 days after receiving the documents in accordance with Sub-Clause 14.2
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days after the Engineer receives the Statement and supporting documents
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	70 days after the Employer receives this Payment Certificate
Period for the Employer to make final payment to the Contractor	14.7(c)	**Replace** "56 days" with "70 days"
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	1% per annum
Number of additional paper copies of draft Final Statement	14.11.1(b)	Three hardcopy and one digital copy
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	N/A
Permitted deductible limits	19.1	The maximum cumulative amount for deductibles of each insurance shall not exceed 3% of the Contract Amount.

Conditions	Sub-Clause	Data
amount of insurance required for liability for breach of professional duty	19.2.3(a)	200,000,000 EUR
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	Until end of DNP
Amount of insurance required for injury to persons and damage to property	19.2.4	5,000,000.00 EUR (Five Million Euro) per occurrence and maximum aggregate limit of 20,000,000.00 EUR (Twenty Million Euro)
Amount of insurance required for injury to employees	19.2.5	a) in case of death: 300,000.00 EUR (three hundred thousand Euro) b) in case of injury: 150,000.00 EUR (one hundred and fifty thousand Euros)

Conditions	Sub-Clause	Data
Insurance for Design	19.2.7	**Add** new Sub provision **19.2.7:** The Contractor shall affect professional indemnity insurance, which shall cover the risk of professional negligence in the part of the Permanent Works designed by the Contractor. This insurance shall be for a limit of not less than specified below: a) Limit of liability of any one professional error or omission: Min. 5,000,000.00 EUR (five million Euros) b) The aggregate amount for which the insurer is liable in respect of all damages paid in the period of insurance: Min. 15,000,000.00 EUR (fifteen million Euros) c) Period of insurance: Duration of the contract (including DNP) + 5 years The Contractor shall use his best endeavours to maintain the professional indemnity insurance in full force and effect until the issue of Performance Certificate. The Contractor undertakes to notify the employer of any extending, renewing or reinstating this insurance.
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	Three Members
List of proposed members of DAAB	21.1	Proposed by Employer *1. Mr. Fahrettin Öner* *2.Mr. Mehmet Tarık Dündar* *3.Mr. Musa Tuncay* Proposed by Contractor *1.*_____ *2.*_____ *3.*_____

Conditions	**Sub-Clause**	**Data**
Failure of DAAB Members	21.2	Association of Turkish Consulting Engineers and Architects
Rules of arbitration	21.6(a)	Sub-Clause 21.6(a) of PART B – Special Provisions **shall** apply.
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions **shall** apply.
Place of arbitration	21.6(a)	It will be indicated at the time of award of contract in accordance with origin of the Contractor as per Sub-Clause 21.6.

~~**Table: Summary of Sections (if any)**~~

NOT APPLICABLE

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

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

Part B - Special Provisions

Sub-Clause 1.1.49	The Sub-Clause is replaced with:
Laws	"**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority."
Sub-Clause 1.1.74	The Sub-Clause is replaced with:
Site	"**Site**" means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site."

Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88

Sub-Clause 1.1 89 Bank	"**Bank**" means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90 **Borrower**	"**Borrower**" means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.91 **ES**	"**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
Sub-Clause 1.1.92 **Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**	"**Sexual Exploitation and Abuse" "(SEA)"** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another; **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
Sub-Clause 1.2 **Interpretation**	Sub-paragraph (a) is replaced with the following: (a) "Words indicating one gender include all genders;

"he/she" is replaced with:" it";

"him/her" is replaced with "it";

"his" and "his/her" are replaced with: "its";

"himself/herself" are replaced with: "itself"."

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

sub-paragraph (k) is added:

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

Sub-Clause 1.5

Priority of Documents

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

(f) " the Particular Conditions Part C- Fraud and Corruption;
(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;
(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;"

and the list renumbered accordingly.

Sub-Clause 1.6

Contract Agreement

The last paragraph is replaced with:

"If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub–Clause 1.14 *[Joint and Several Liability.]"*

Sub-Clause 1.12

Confidentiality

The following is added at the end of the second paragraph: "The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects."

"or" at the end of (b) is deleted.

"or" at the end of (c) is added.

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

Sub-Clause 1.17

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

Inspections & Audit by the Bank	"Pursuant to paragraph 2.2 e. of Particular Conditions - Part C-Fraud and Corruption, 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, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) 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)."
Sub-Clause 2.4	The first paragraph is replaced with:
Employer's Financial Arrangements	"The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract."
	The following sub-paragraph is added at the end of Sub-Clause 2.4:
	"In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."
Sub-Clause 2.6	*Not Applicable*
Employer-Supplied Materials and Employer's Equipment	
Sub-Clause 3.1	The following is added at the end of the first sub-paragraph:
The Engineer	

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;

1. in an emergency situation as determined by the Engineer; or
2. (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(b) Sub-Clause 4.12: Agreeing or determining a time extension of contract duration and/or increase in contract value.

(c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.1 or 13.2

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

Sub-Clause 3.3

Engineer's Representative

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

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

Sub-Clause 3.4

Delegation by the Engineer

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

"If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working

	hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority."
Sub-Clause 3.6 **Replacement of the Engineer**	In the first paragraph, "42 days" is replaced with: "21 days"; In the third paragraph, "shall" is replaced with: "should".
Sub-Clause 4.1 **Contractor's General Obligations**	The following is inserted after the paragraph "The Contractor shall provide the Plant (and spare parts, if any) …": "All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank." The following is inserted after the paragraph "The Contractor shall, whenever required by the Engineer...": "The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include 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 Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream, and road diversions, quarrying or extraction of materials, concrete batching, and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review. The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*."

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. “if so stated in the Specification, the Contractor shall:

(i) design structural elements of the Works taking into account climate change considerations;

(ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;

(iii) consider the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events; and

(iv) any other requirement stated in the Specification.”

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

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

(i) are affected or likely to be affected by the Contract; and

(ii) may have an interest in the Contract.

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

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

Sub-Clause 4.2 **Performance Security and ES Performance Security**	The first paragraph is replaced with: "The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations (i.e Project's ESIA, ESMP and their sub-management plans), in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply." In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with: "Performance Security and, if applicable, an Environmental and Social (ES) Performance Security": 2.1- Right of Access to the Site; 14.2- Advance Payment; 14.6- Issue of IPC; 14.12- Discharge; 14.13- Issue of FPC; 14.14 Cessation of Employer's Liability; 15.2- Termination for Contractor's Default; 15.5- Termination for Employer's Convenience.
Sub-Clause 4.2.1 **Contractor's obligations**	The first paragraph is replaced with: "The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer." Thereafter, throughout Sub-Clause 4.2 "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."
Sub-Clause 4.2.2	The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance

Claims under the Performance Security	Security, except for amounts for which the Employer is entitled under the Contract."
Sub-Clause 4.2.3	The sub-clause is replaced with following:
Return of Performance Security	The Performance Security shall be released within 42 days after completion of the following events whichever occurs last: (a) the issuance of Performance Certificate under Sub-Clause 11.9 [Performance Certificate],
Sub-Clause 4.3 **Contractor's Representative**	The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.6	The following is added after the first paragraph:
Co-operation	"The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."
Sub-Clause 4.8 **Health and Safety Obligations**	The following are included after deleting "and" at the end of (f) and replacing "." with ";" at the end of (g): " (h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records; (i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel; (j) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; (k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to

reprisal or negative action for such reporting or removal;

(l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

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

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site, and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*.

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

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

(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) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;

(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and

(b) any other requirements stated in the Specification.

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

Sub-Clause 4.15

Access Route

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

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

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

Sub-Clause 4.18

Protection of the Environment

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

"The Contractor shall take all necessary measures to:

(a) protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise, and other results of the Contractor's operations and/ or activities.

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

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

Where the Contractor's activity is subject to regulation under applicable environmental Laws, the Engineer may require the Contractor to submit evidence of his compliance with such Laws, including but not limited to, the submission of any required permits, payment of fees, and compliance with any obligatory administrative procedures.

Sub-Clause 4.20

Progress Reports

Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D".

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

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

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

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

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

Sub-Clause 4.21 Security of the Site

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

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

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

(a) for keeping unauthorised persons off the Site;

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

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.

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

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

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

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and

(c) implement any other action consistent with the requirements of the Cultural Heritage Management Plan, Chance Finds Procedures, Specifications and relevant Laws."

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

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

4.24.2 Child labour

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

4.24.3 Serious Safety Issues

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

4.24.4 Obtaining natural resource materials in relation to supplier

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

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

Sub-Clause 4.25

Code of Conduct

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

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

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

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project

affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel, and the local community.

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

Sub-Clause 5.1

Subcontractors

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

"The Contractor shall comply and require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the Labor Management Procedures (LMP) of the Project and all other relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

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

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

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

Sub-Clause 5.2.2

Objection to Nomination

In sub-paragraph (c):

"and" is deleted from the end of (i);

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

The following is then added as (iii):

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

Sub-Clause 6.1

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

Engagement of Staff and Labour

"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 labour 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.

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

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

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

"The Contractor shall inform the Contractor's Personnel about:

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and

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

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

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

Sub-Clause 6.5 Working Hours

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

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

Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate."

Sub-Clause 6.6

Facilities for Staff and Labour

The following is added as the last paragraph:

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

Sub-Clause 6.7

Health and Safety of Personnel

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

"Except as otherwise stated in the Specification, the Contractor…"

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

The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to the Bank(s) prior to the start of Construction.

Every Contractor shall plan, manage and monitor construction work carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety. In instances where the Contractor is a joint venture, consortium or a similar entity, the Contractor shall coordinate its planning, management and monitoring activities in a manner that will ensure that any overlap does not create any potential risks to third parties.

All work-related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far is reasonable practicable. High regard shall be given in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;

- Working at Heights;
- Lifting Operations;

- Movement of vehicles and mobile work equipment;
- Ground disturbance and excavations; and,
- Working with and around live electrical conductors.

The Contractor shall ensure that a safe and healthy working environment is provided and that good international occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of work by identifying and controlling risks to workers, third parties and affected communities, so as far as is reasonably practicable. The Contractor shall ensure that all staff, labourers and persons entitled to be on site receive the necessary supervision, information, instruction and training to do their jobs in a manner that does not place themselves or third parties at risk. With regard to any unauthorised site visitors, the Contractor shall familiarise itself with, and comply with, any relevant provisions of the Applicable Law. Where appropriate, the Contractor shall provide equipment to minimise health and safety risks and enforce its use. The Contractor shall carry out a risk assessment to ensure the correct selection of equipment is made for every task. The work equipment shall be in good working condition, designed for the specific task and not improvised in any way. The Contractor shall put in place arrangements for emergency prevention, preparedness and response.

The following Sub-Clauses 6.7.1 to 6.7.10 are added under sub-clause 6.7

Sub-Clause 6.7.1 **Personal Protective Equipment**	The Contractor shall provide, at no cost to its workers, Personal Protective Equipment (PPE) to control residual risks. The PPE shall be suitable for the relevant hazards workers are exposed to and replaced at no cost to the worker, when it becomes damaged or worn. As a minimum, PPE shall be protective toe cap safety footwear, head protection and an item of high visibility clothing.
Sub-Clause 6.7.2 **Workers Welfare Accommodation**	The Contractor shall provide a suitable seating area for workers to use during breaks. This area shall be clean, located where food will not become contaminated and provide reasonable thermal comfort during high and low temperatures. The Contractor shall also provide adequate access to toilets and wash basins for their workers.
Sub-Clause 6.7.3 **Contractor's Personnel**	The Contractor shall ensure that all personnel employed to carry out work are competent and fit to carry out the work

	they are employed to do. All Contractor personnel shall receive a site safety induction before they start work which should identify the hazards, the risk to their health and safety and the control measures that shall be implemented. Any worker who fails to cooperate with the Contractor or fails to take reasonably care of themselves or others and placing them at risk of injury or ill health, shall be removed from the Site.
Sub-Clause 6.7.4 **First Aid**	Prior to the start of work the Contractor shall carry out a first aid needs assessment to determine the provisions necessary to preserve life and provide immediate first aid to a casualty. The assessment shall consider the degree of hazards, potential risks and the number of employees at the Site. In addition, consideration shall be made to risks created in the course of work in particular hot works causing burns and hazardous liquids splashing into the face. The Contractor shall ensure competent first aid trained personnel are available in convenient locations on site to ensure prompt response to administer immediate first aid.
Sub-Clause 6.7.5 **Working at Heights**	The Contractor shall introduce a procedure that requires all working at heights to be avoided where possible. Where working at heights cannot be avoided, the Contractor shall assess all working at heights to satisfy themselves that suitable fall prevention measures are in place before any work activity commences. Where the risk of a fall may still exist, the Contractor shall introduce measures to mitigate a fall, in the event of one occurring. The Contractor shall undertake periodical monitoring of the working platforms and fall prevention measures to ensure they remain adequate and in a good working order.
Sub-Clause 6.7.6 **Ground Disturbance and Excavations**	The Contractor shall ensure all ground disturbance and excavation activities are to be carried out under a safe system of work which includes a comprehensive assessment of the risks by a competent person, regardless of depth, to ensure it is safe and adequately supported. Entry into any excavation by any person is to be avoided where possible. Where entry cannot be avoided, robust engineering methods shall be used to support excavations to prevent any worker being trapped or suffering injury or ill health. At no point shall any worker enter an unsupported excavation.
Sub-Clause 6.7.7 **Live Electrical Services**	The Contractor is to familiarise themselves with all electrical services within the designated Site, this shall include all above and below ground services. All live conductors are to be securely covered and be inaccessible to unauthorised

	personnel. Where there is a risk of contact, either by a worker or any operated equipment, the Contractor shall arrange for the service to be temporary isolated or rerouted prior to the start of work. At any time no worker or third party shall be exposed to any live conductors unless they are authorised and competent to work on or around these services
Sub-Clause 6.7.8 **Movement of Vehicles and Mobile Work Equipment**	The Contractor shall minimise the movement of traffic and mobile work equipment and continually assess the on and off site effects. Where possible, one way systems shall be introduced to avoid vehicles coming into contact with each other. Reversing of vehicles and mobile work equipment shall be avoided on site, where this is not possible an effective system must be in place to control reversing so there is no risk of injury or damage to property. All moving vehicles and mobile work equipment on the Site shall have a fitted flashing amber warning beacon which must be in use while in operation. The Contractor shall ensure any vehicles or mobile work equipment entering the Site shall be checked and confirmed suitable for site conditions with specialist consideration to lights, brakes, steering, mirrors and restraints/seatbelts. Fitted restraints/seatbelts shall be worn at all time when the vehicles or mobile plant is in operation.
Sub-Clause 6.7.9 **Confined Space Working**	The Contractor shall identify all areas which are, or could become a confined space, and prevent entry into these areas. If no method of working is possible without entry, the Contractor shall carry out a risk assessment and introduce a system of work to eliminate or control hazards and foreseeable risks and prevent a risk of injury or ill health to workers. At all times the Contractor shall ensure that the worker entering the confined space is provided with, as a minimum, uncontaminated breathable air, a method to detect unhealthy and flammable atmospheres, clear access to and egress from the confined space and emergency arrangements to remove the worker if self-rescue is not possible
Sub-Clause 6.7.10 **Preventative Measures**	The Contractor shall develop and maintain throughout the execution of the Contract preventative measures relating to worker health concerns, including providing inoculations or other preventative treatments for disease that are either global in nature or endemic in the project area. The Contractor shall undertake appropriate measures to reduce the risk of transfer of STDs and HIV/AIDS among the Contractor's Personnel and the local community including providing condoms and

information for raising awareness among employees of sexually transmitted disease and HIV/AIDS.

Sub-Clause 6.9

Contractor's Personnel

The Sub-Clause is replaced with:

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

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

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];

(g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

Sub-Clause 6.12

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

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

The following Sub-Clauses 6.13 to 6.27 are added after sub-clause 6.12

Sub-Clause 6.13 **Foreign Personnel**	The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Sub-Clause 6.14 **Supply of 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.
Sub-Clause 6.15 **Supply of Water**	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
Sub-Clause 6.16 **Measures against Insect and Pest Nuisance**	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.17 **Alcoholic Liquor or Drugs**	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter, or disposal thereto by Contractor's Personnel.

Sub-Clause 6.18

Arms and Ammunition

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

Sub-Clause 6.19

Festivals and Religious Customs

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

Sub-Clause 6.20

Funeral Arrangements

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

Sub-Clause 6.21

Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour 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 labour, such as indentured labour, bonded labour, or similar labour-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, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Sub-Clause 6.22

Child Labour

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

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

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

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

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

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment, or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23

Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, 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 organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25

Non-Discrimination and Equal Opportunity

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

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

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

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

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

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

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance

	mechanisms may be supplemented as needed with Contract-specific arrangements.
Sub-Clause 6.27 **Training of Contractor's Personnel**	The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8 As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel. The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.
Sub-Clause 7.3 Inspection	The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)" The following is added as (b) (iv): "(iv) carryout environmental and social audit, and"
Sub-Clause 7.7 **Ownership of Plant and Materials**	The following is added before the first paragraph: "Except as otherwise provided in the Contract,"
Sub-Clause 8.1 **Commencement of Work**	The Sub- Clause is replaced in its entirety with the following: "The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions: (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country; (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]); (c) expect if otherwise specified in the Contract Data, effective access to and possession of the Site given to

the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor; constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay."

Sub-Clause 9.1

Contractor's Obligations

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

"For the part of the Permanent Works designed by the Contractor, the Tests on Completion shall be carried out in the following sequence:

(a) pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage, (b);
(b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, under all available operating conditions; and
(c) trial operation, which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract.

During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Engineer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Technical Specifications and with the Schedule of Guarantees.

Trial operation shall not constitute a taking-over under Clause 10 [Employer's Taking Over]. Unless otherwise stated in the

Particular Conditions, any product produced by the Works during trial operation shall be the property of the Employer.

Detailed requirements and procedures for testing are stated in the Technical Specifications."

Sub-Clause 9.2

Delayed Tests

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

"If the Contractor incurs Cost as a result of any unreasonable delay by the Employer to the Tests after Completion, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.7 [Agreement or Determinations] to agree or determine this Cost and profit.

If, for reasons not attributable to the Contractor, a Test after Completion on the Works or any Section cannot be completed during the Defects Notification Period (or any other period agreed upon by both Parties), then the Works or Section shall be deemed to have passed this Test after Completion."

Sub-Clause 9.3

Retesting

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

"If the Works, or a Section, fail to pass the Tests after Completion:

(a) sub-paragraph (b) of Sub-Clause 11 .1 [Completion of Outstanding Work and Remedying Defects] shall apply, and

(b) either Party may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions.

If and to the extent that this failure and retesting are attributable to any of the matters listed in sub-paragraphs (a) to (d) of Sub-Clause 11 .2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 20 [Employer's and Contractor's Claims] pay these costs to the Employer."

Sub-Clause 9.4

Failure to Pass Tests on Completion

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

"If the following conditions apply, namely:

(a) the Works, or a Section, fail to pass any or all of the Tests after Completion,
(b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and

(c) the Contractor pays this relevant sum to the Employer during the Defects Notification Period, then the Works or Section shall be deemed to have passed these Tests after Completion.

If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer.

The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Employer of the time that is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Notification Period, the Contractor shall be relieved of this

Obligation and the Works or Section (as the case may be) shall be deemed to have passed this Test after Completion.

If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Plant by the Contractor, either to investigate the causes of a failure to pass a Test after Completion or to carry out any adjustments or modifications, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. "

Sub-Clause 11.7

Right of Access after Taking Over

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

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

Sub-Clause 13.3.1

Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data."

Sub-Clause 13.4 **Provisional Sums**	The following is inserted as the penultimate paragraph: "The Contingencies shall be used to cover the Employer's share of the DAAB members' fees and expenses in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."
Sub-Clause 13.6 **Adjustments for Changes in Laws**	The following paragraph is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."
Sub-Clause 14.2.1 **Advance Payment Guarantee**	The first paragraph is replaced with: "The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer." The following is added at the end of the Sub-Clause: "The Contractor shall provide the advance payment guarantee within 28 days after receiving the Letter of Acceptance.
Sub-Clause 14.3 **Application for Interim Payment**	The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."
Sub-Clause 14.6.2 **Withholding (amounts in) an IPC**	"and/or" from subparagraph (b) is deleted. The following is then added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d): "(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may

be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

(i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

(iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;

(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;

(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;

(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s)."

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

Sub-Clause 14.7

Payment

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

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

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

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

Sub-Clause 14.9

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

Release of Retention Money

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

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

Sub-Clause 14.15 **Currencies of Payment**	Throughout Sub-Clause 14.15, "Contract Data" is replaced with: "Schedule of Payment Currencies".
Sub-Clause 15.1 **Notice to Correct**	"and" is deleted from (b) and "." is replaced by: "; and" in (c). The following is then added as (d) "(d) specify the time within which the Contractor shall respond to the Notice to Correct." In the third para., "shall immediately respond" is replaced with: "shall respond within the time specified in (d)". Further, in the third para., "to comply with the time specified in the Notice to Correct." is replaced with: "to comply with the time specified in (c)."
Sub-Clause 15.2.1 **Notice**	Sub-paragraph (h) is replaced with: "based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract."
Sub-Clause 15.8 **Fraud and Corruption**	The following new Sub-Clause is added: " 15.8.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption. 15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the 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."
Sub-Clause 16.1 **Suspension by Contractor**	The following paragraph is inserted after the first paragraph: "Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days

after the Borrower having received the suspension notification from the Bank."

Sub-Clause 16.2.1
Notice

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

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

sub-paragraph (f) is replaced with:

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

Sub-Clause 16.2.2
Termination

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

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

Sub-Clause 17.7
Use of Employer's Accommodation/Facilities

The following Sub-Clause is added as 17.7:

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

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

Sub-Clause 18.1
Exceptional Events

Sub-paragraph (c) is substituted with:

"(c) riot, commotion, disorder, or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"

Sub-Clause 18.4 **Consequences of an Exceptional Event**	The following is added at the end of sub-paragraph (b) after deleting the ".": ", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor]."
Sub-Clause 18.5 **Optional Termination**	In sub-paragraph (c), "and necessarily" is inserted after ""was reasonably".
Sub-Clause 19.1 **General Requirements**	The following paragraphs are added after the first: "Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause."
Sub-Clause 19.2 **insurance to be provided by the Contractor**	The following is inserted as the first sentence in Sub-Clause 19.2: "The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country."
Sub-Clause 19.2.5 **Injury to employees**	The second paragraph is replaced with: "The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, disease, or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."
Sub-Clause 20.1 **Claims**	In a): "any additional payment" is replaced with "payment".
Sub-Clause 20.2 **Claims for Payment and/or EOT**	The first paragraph is replaced with: "If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"

Sub-Clause 21.1 **Constitution of the DAAB**	In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement." After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."
Sub-Clause 21.2 **Failure to Appoint DAAB Member (s)**	For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"
Sub-Clause 21.6 **Arbitration**	In the first paragraph, "unless otherwise agreed by both Parties:" is deleted and replaced with: " The Parties agree:"
Sub-Clause 21.6 **Arbitration**	In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the following: "arbitration. Arbitration shall be conducted as follows: (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language]. (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country."

Appendix- General Conditions of DAAB Agreement

1. Definitions	In Sub-Clause 1.8 a(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer".
2. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	Sub-Clause 3.3 is deleted and replaced with the following:

"When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she:

a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management;

b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

c) has received formal training as an adjudicator from an internationally recognized organization;

d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;

e) has experience in the interpretation of construction and/or engineering contract documents;

f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and

g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."

7. Confidentiality

In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b),

and the following added:

"or (d) is being provided to the Bank."

9. Fees and Expenses

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

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

ANNEX – CV OF PROPOSED DAAB MEMBERS

PERSONAL INFORMATION

Name, Surname : Fahrettin Öner
Date of Birth : 05.06.1971
Nationality : Turkish

EDUCATION

Education : Bsc. In Civil Engineering / İstanbul Technical University

EXPERIENCE

Date	Company	Position	Description
22.11.2021 – Ongoing	Istanbul Metropolitan Municipality / Licence and Inspection Directorate	Engineer	
25.06.2021 – 22.11.2021	Istanbul Metropolitan Municipality / Department of Rail System, Rail System Projects Directorate	Deputy Head of Department	
08.08.2019 - 22.11.2021	Istanbul Metropolitan Municipality / Department of Rail System, Anatolian Side Rail System Directorate	Head of Department	Projects worked on: • Dudullu-Bostanci Metro Line (14.27 km) • Ümraniye-Ataşehir-Göztepe Metro Line (13.03 km) • Kaynarca Centre-Pendik-Tuzla Tersane Metro Line (7,88 km) • Pendik Merkez-Kaynarca Merkez Metro Line (4.10 km) • Cekmekoy-Sancaktepe-Sultanbeyli Centre Metro Line (10.89 km) • Acceptance processes of Üsküdar-Ümraniye-Çekmeköy Metro Line (20 km)
2012-08.08.2019	Istanbul Metropolitan Municipality / Department of Studies and Projects, Infrastructure Projects Directorate	Deputy Head of Department	Design and tender documents for the projects below are completed: • Dudullu-Bostanci Metro Line (14,27 km) • Ümraniye-Ataşehir-Göztepe Metro Line (13.03 km) • Kirazli-Halkali Metro Line (9,67 km) • Kaynarca Centre-Pendik-Tuzla Tersane Metro Line (7,88 km) • Pendik Merkez-Kaynarca Merkez Metro Line (4.10 km) • Sarıgazi (Hospital)-Taşdelen-Yenidoğan Metro Line (6,86 km) • Cekmekoy-Sancaktepe-Sultanbeyli Centre Metro Line (10.89 km) • Sultanbeyli-Kurtköy (Viaport) High Speed Train Station (HST) Metro Line (5,41 km) • Vezneciler-Edirnekapı-Eyüp-GOP-Sultangazi Metro Line (17,30 km) • Beykoz (Sultaniye Park)-Karlıtepe Cable Car Line (1.50 km) • Beykoz Meadow-Hazreti Yuşa Hill Cable Car Line (2.50 km) Moreover, Drilling tunnel type, slope tunnel type and shaft type fully automatic mechanical car park

			application projects and various conventional underground car park application projects were prepared.
2006-2012	Istanbul Metropolitan Municipality / Department of Rail System,	Supervisor	Projects worked on: • Istanbul Metro Phase III 4.Levent-Ayazaga-Hacıosman Section, Seyrantepe Depot Area and Depot Connection Lines Construction (8 km) • Kadıköy-Kartal Metro Line Construction (21.7 km) Otogar-Bağcılar-Kirazlı Metro Line Construction (5.8 km) • Bağcılar (Kirazlı)-Başakşehir-Olympic Park Metro Line Construction (15,9 km)
2004-2006	Freelancer		Worked on: • Urban Design Projects • City Information System Projects
2002-2004	Transstroy-Hazinedaroğlu-Ünüvar JV	Site Engineer	Projects worked on: • Edirnekapı-Sultançiftliği Tram Line Construction and Electromechanical Works (12.5 km) • Eminönü-Kabataş Tram Line Construction and Electromechanical Works (2.9 km)
1998-2002	Istanbul Metropolitan Municipality / Directorate of Transportation / Department of Transport Planning	Project Engineer	ystem lines throughout Istanbul within the framework of Master Plan rs and junctions

PERSONAL INFORMATION

Name, Surname : Mehmet Tarık Dündar
Date of Birth : 27.01.1975
Nationality : Turkish

EDUCATION

Education : Yıldız Technical University / Civil Technician
BSc. In Civil Engineering / Yıldız Technical University
MSc. In Transportation Engineering / Istanbul Technical University
PhD. In Transportation Engineering / Istanbul Technical University

EXPERIENCE

Date	Company	Position	Description
08.2020 – Ongoing	TCDD TEKNİK Mühendislik ve Müşavirlik A.Ş	Director	Projects worked on: • Design of Derince Station Area, Loading - Unloading Areas • Preparation of Stage 2 Earthquake Investigation Reports for the Buildings in TCDD 1st Regional Directorate • Safety Evaluation of Kayaş- Sivas High-Speed Train Line and Control of Viaducts on this Line Section According to 300km/h Project Speed • TCDD Study Project and Consultancy Service Procurement for the Extension and Arrangements of 4 Stations between Karaman-Ulukisla • Contract for Independent Safety Assessment Services for Geyve-Doğançay, Konya -Karaman, Kayaş-Sivas High Speed Train Line Construction Projects • Dakar / Senegal Train Line Condition Monitoring and Reporting Works • Ministry of Transport and Infrastructure General Directorate of Infrastructure Investments Technical Documents (Technical Specifications, Unit Price Lists, Unit Price Recipes, Unit Price Analyses) and Legislation • Feasibility Studies and Preliminary Project Preparation of Amasya Nostalgic Tram Line Service Procurement Work • Preparation of Detailed Design of TCDD Adapazarı, Muş & Tatvan Station Building • Line Geometry, Vehicle Dynamic Acceleration, Pantograph Dynamic Interaction Tests and Reports on TCDD High Speed Train Line • Survey, Project and Engineering Service Procurement for Investigation of Infrastructures on Various Line Sections in TCDD 1st Region Area according to New Regulations • Investigation and Risk Analyses of Existing/Potential Karst Formations in the Ankara - Konya - Ulukisla Railway Corridor, which may have a negative impact due to Climate Change and Groundwater Use Research Engineering Service Procurement

			• Investigation of Various Art Structures on Existing Railway Lines in Terms of Seismicity According to the Updated Earthquake Map Research Engineering Service Procurement • Konya Barış Caddesi Tram Line Final Design Services • Konya Stadium City Hospital Tram Line Final Design Services
09.2019 – 08.2020	Aecom / SKAA (Systra - Aecom-Khatib Alami) JV	Engineer	**Name of the Project:** Mecca BRT and Bus Depot and Maintenance Workshop Construction Consultant Project **Tasks Performed:** • Procurement, Operation and Maintenance of the Mecca Bus Project Phase 1, awarded as a FIDIC Gold Book Design Build and Operate contract. The total contract duration is ten (10) years, two (2) years for the completion of design and construction and (8) years for the operation and maintenance of the buses. • Civil Infrastructure Works for the Bus Network, awarded as a FIDIC Red Book Design and Build contract. The total contract duration is two (2) years. • Responsible for Coordination between the Parties and MMRTC • Design Review Assignment and Distribution Officer for Bus Depot and Workshop Buildings. • Design Review Officer for Bus Terminal and its structures. • Provide training, direction, supervision and mentoring to junior staff. • Assisting and managing the Construction Control team. • Reviewing and approving Contractor's Material Submittals • Review and approve the Contractor's Supplier Approval • Review of Works to Contractor's Declaration Method • Control and approval of progress payments • To assist the occupational safety inspection team.
05.2014-07.2019	WSP Parsons Brinckerhoff	Design Manager	**Name of the Project:** Mecca Public Transport System Programme Senior Management Consultant Project **Tasks Performed:** • Technical evaluation of Construction and System Tenders for Mecca Metro • (45 km line length, Approximate Tender Price: 8 Billion Dollars) • Responsibility for all design works under Mecca Senior Management Consultancy. • Consultancy services for new metro lines -RFP-Preparation of tender technical documents and specifications (preliminary design of metro lines) • Participate in the evaluation of the technical proposals submitted by the contractors and consultants for the following items (Metro construction (cut and cover, TBM and Natm

			Tunnelling & Depot building) and system works and Bus infrastructure and PMCM). • Controlling the tender projects prepared in Phase 2 of the metro project (Designer: Systra) on behalf of the Contracting Authority • Review design studies, pre-qualification documents, material submittals and assist in providing technical support to the design team. (For Bus Maintenance and Operation Tender (Approximate Tender Value: 1 Billion USD) and Bus Infrastructure Tender (Approximate Tender Value: 100 Million USD)) • Establish and chair weekly progress meetings to review project processes - Meeting management • Prepare weekly and monthly reports for the administration. • To liaise and coordinate design with consultancy offices. • Preparing Technical reports for interfaces • Technical design work, checking and obtaining approvals. • Providing training, instruction, supervision and counselling to junior staff • Ensuring compliance with the company's Quality Assurance policies and procedures. • Provide input for performance reviews and development plans for subordinates. • Business development responsibility • Assisting the HR Manager with staff recruitment. • Providing technical assistance to the client's senior management
01.2012- 05.2014	Metro İstanbul A.Ş.	Project Coordinator	**Name of the Project:** Medina Metro Project **Tasks Performed:** • Coordination and Management of Administration and Stakeholder Relations • Responsibility for Architectural, Civil and Electromechanical design groups. Design for Metrobus, Metro and LRT stations, Maintenance Buildings and Warehouse area (Concept, Preliminary & Final), E & M Design for stations and other buildings, (Cut and cover, TBM and Natm Tunnel Construction & Warehouse Area building) • Transport and Traffic Engineering, Business studies • Participation in Feasibility Studies • Preparation of technical and tender documents
01.2011- 05.2012	Metro İstanbul A.Ş.	Project Coordinator	**Name of the Project:** Lahore Metrobus Project **Tasks Performed:** • Coordination and Management of Administration and Stakeholder Relations • Preparation of Route Projects • Responsibility for Architectural, Civil and Electromechanical design groups. Design (Concept, Pre & Final) for Metrobus, Metro and LRT stations, Maintenance Buildings and Warehouse area, E & M Design for Stations and other buildings, • Transport and Traffic Engineering, Business studies

			• Participation in Feasibility Studies • Preparation of technical and tender documents
2005-2014	Metro İstanbul A.Ş.	Project Engineer / Project Coordinator	**Name of the Project:** Üsküdar - Ümraniye- Çekmeköy Metro Project **Tasks Performed:** • Coordination and Management of Administration and Stakeholder Relations • Preparation of Route Projects • Responsibility for Architectural, Civil and Electromechanical design groups. Design for Metrobus, Metro and LRT stations, Maintenance Buildings and Warehouse area (Concept, Preliminary & Final Design), E & M Design for stations and other buildings, (Cut-and-cover, TBM and Natm Tunnel Construction & Warehouse Area building) • Transport and Traffic Engineering, Business studies • Participation in Feasibility Studies • Preparation of technical and tender documents
09.2000-01.2012	Metro İstanbul A.Ş.	Project Engineer / Project Coordinator	**Name of the Project:** Kadıköy -Kartal- Pendik Metro Project **Tasks Performed:** • Coordination and Management of Administration and Stakeholder Relations • Preparation of Route Projects • Responsibility for Architectural, Civil and Electromechanical design groups. Design for Metrobus, Metro and LRT stations, Maintenance Buildings and Warehouse area (Concept, Preliminary & Final Design), E & M Design for stations and other buildings, (Cut-and-cover, TBM and Natm Tunnel Construction & Warehouse Area building) • Transport and Traffic Engineering, Business studies • Participation in Feasibility Studies • Preparation of technical and tender documents • Maltepe Underground Workshop Design • Esenkent Control Centre and Administrative Building Design
06.2013 – 05.2014	Metro İstanbul A.Ş.	Design Chief	**Name of the Project:** Göztepe-Finans Centre-Umraniye Metro Preliminary Project **Tasks Performed:** • Architectural design of Metro stations and Maintenance Building and depot (Concept, Preliminary & Final Design), • Participation in Feasibility Studies • Preparation of technical and tender documents
09.2010 – 06.2012	Metro İstanbul A.Ş.	Design Chief	**Name of the Project:** Ikitelli- Atakoy Metro Final Project **Tasks Performed:** • Architectural design of Metro stations and Maintenance Building and depot (Concept, Preliminary & Final Design), • Participation in Feasibility Studies • Preparation of technical and tender documents

01.2010 – 06.2012	Metro İstanbul A.Ş.	Design Chief	**Name of the Project:** Söğütlüçeşme - Kazlıçeşme Metro Preliminary Project **Tasks Performed:** • Architectural design of Metro stations and Maintenance Building and depot (Concept, Preliminary & Final Design), • Participation in Feasibility Studies • Preparation of technical and tender documents
10.2007 – 11.2009	Metro İstanbul A.Ş.	Design Chief	**Name of the Project:** Şişhane - Kasimpasa - Okmeydanı - Mecidiyekoy Rail System Line Project **Tasks Performed:** • Architectural design of Metro stations and Maintenance Building and depot (Concept, Preliminary & Final Design), • Participation in Feasibility Studies • Preparation of technical and tender documents
01.2008 – 01.2009	Metro İstanbul A.Ş.	Design Chief	**Name of the Project:** Trabzon Municipality Rail System Application Project and Feasibility Study Preparation Service Procurement **Tasks Performed:** • Architectural design of Metro stations and Maintenance Building and depot (Concept, Preliminary & Final Design), • Participation in Feasibility Studies • Preparation of technical and tender documents

PERSONAL INFORMATION

Name, Surname : Musa Tuncay
Date of Birth : 01.05.1959
Nationality : Turkish

EDUCATION

Education : BSc. In Civil Engineering Eskisehir State Architecture Engineering Academy
MSc. In Civil Engineering / Gazi University

EXPERIENCE

Date	Company	Position	Description
2019-2023	KMG Proje	Civil Engineer	Projects worked on: • Manavgat-Seydisehir Railway Project • Merzifon-Samsun Railway Project • Ulukisla-Yenice Railway Project • Kars-Iğdır Railway Project • Polatli Military Region (Centre of Excellence) Railway Interconnection Line Project
2018-2019	Su Yapı Mühendislik	Civil Engineer	Projects worked on: • Manavgat-Seydisehir Railway Project • Merzifon-Samsun Railway Project • Ulukisla-Yenice Railway Project • Ispartakule-Çerkezköy Railway Project
2014-2018	KMG Proje	Civil Engineer	Projects worked on: • Manavgat-Seydisehir Railway Project • Merzifon-Samsun Railway Project • Ulukisla-Yenice Railway Project • Ispartakule-Çerkezköy Railway Project
2003-2012	DLH Construction General Directorate	Head of Railway Survey and Project Department	Projects worked on: • Halkalı - Kapıkule Railway Project • Ankara - Istanbul Railway Project • Ankara - Sivas Railway Project • Sivas - Kars Railway Project • Kars - Tbilisi Railway Project • Ankara - Izmir Railway Project • Adapazari - Bartın Railway Project • Toprakkale - Habur Railway Project • Erzincan - Muş Railway Project • Erzincan- Diyarbakır- Mardin Railway Project • Bandirma - Izmir Railway Project • Tekirdag - Muratli Railway Project • Eskisehir - Antalya Railway Project • Dinar - Aydin Railway Project • Konya - Mersin Railway Project • Kars - Igdir - Nakhchivan Railway Project • Kirikkale - Samsun Railway Project • Antalya - Konya - Aksaray - Nevsehir - Kayseri Railway Project • Kırşehir - Yerköy Railway Project • Kırşehir - Aksaray - Ulukisla Railway Project

			• Aydin - Gulluk Port Railway Connection Project • Erzincan - Trabzon - Tirebolu Railway Project • Yerkoy - Kayseri Railway Project • Bandirma - Bursa - Osmaneli Railway Project • Diyarbakır - Urfa Railway Project • Samsun - Fatsa Railway Project • Ardahan - Çıldır - Railway Project • Sinan-Batman Project • Tokat-Turhal Railway Project • Urfa-Mursitpinar Railway Project • Sabiha Gökçen and Atatürk Airport Rail System Project • Cukurova Airport Rail System Project • Kemalpasa Logistics Centre Project • Esenboga Airport Rail System Project • Ankara Subways Project and Supervision Consultancy • Kemalpaşa-Torbalı- Alsancak Port Connection
2003-2003	DLH Construction General Directorate	Head of Railway Construction Department	Projects worked on: • Ankara - Istanbul High Speed Railway Construction • Tecer - Kangal Railway Construction • Menemen - Aliaga Railway Construction • Izmit City Crossing Railway Construction • Khanli - Bostankaya Railway Construction
2000-2003	DLH Construction General Directorate	Head of Rail Public Transport Department	Tasks Performed: • Marmaray Project tender and control • Ankara, Istanbul, Izmir, Konya, Kayseri, Kayseri, Samsun, Adana, Mersin rail system feasibility, survey project control and approval.
1993-2000	DLH Construction General Directorate	Implementation Branch Manager	Projects worked on: • Ankara - Istanbul Speed Railway Construction • Karakaya Railway Bridge (2400m) • Tecer - Kangal Railway Construction • Menemen - Aliaga Railway Construction • Izmit City Crossing Railway Construction • Hanli - Bostankaya Railway Construction
1983-1993	DLH Construction General Directorate	Civil Engineer	Projects worked on: • Ankara - Istanbul Speed Railway Construction • Karakaya Railway Bridge (2400m) • Tecer - Kangal Railway Construction • Menemen - Aliaga Railway Construction • Sincan-Yenikent Railway Construction

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C 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, 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, harass 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 nominated [2] 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;

[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.

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 inspect [3] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

[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.

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. *The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.**]***

Metrics for regular reporting:

a. environmental incidents or non-compliances with contract requirements, including contamination, pollution, or damage to ground or water supplies;

b. health and safety incidents, accidents, injuries that require treatment and all fatalities;

c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);

d. status of all permits and agreements:

(i) work permits: number required, number received, actions taken for those not received;

(ii) status of permits and consents:

- list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
- list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
- identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

e. health and safety supervision:

(i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

(ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed

(by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

(i) number of expats housed in accommodations, number of locals;

(ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

(iii) actions taken to recommend/require improved conditions, or to improve conditions.

g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i. training:

(i) number of new workers, number receiving induction training, dates of induction training;

(ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

(iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

(iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

(i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

(ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

(iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution, and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
   (i) Worker grievances;
   (ii) Community grievances

l. *Traffic, road safety and vehicles/equipment:*
   (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
   (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
   (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. *Environmental mitigations and issues (what has been done):*
   (i) dust: number of working 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 clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
   (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

(vii) details of tree plantings and other mitigations required undertaken in the reporting period;

(viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

(i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

(ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment 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
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (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. ☐ (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. ☐ (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 specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
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)** Name of Employer: _____ Name of Project: _____ Contract description: _____

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

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 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:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*

Contract price:	*[insert contract price of the successful Bidder]*
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid price as read out and evaluated, technical and combined scores.]*

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*

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

[INSTRUCTIONS: State the reason/s why <u>this</u> 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 period 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 Bidder. 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.: 1
Request for Bid No.: AYGM-YAP-2023-WB 03

To: **General Directorate of Infrastructure Investments**

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)
[include full name (last, middle, first), nationality, country of residence]			

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 *[amount in numbers and words] [name of currency]* (inclusive of VAT) is..... (amount), of which .....(amount) is excluding VAT and ……. (amount) is VAT, 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 Forms 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 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, 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 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 Part A – Contract Data;

(e) the Particular Conditions Part B – Special Provisions;

(f) the General Conditions;

(g) the Completed Schedules/Bill of Quantities and unit price descriptions

(h) the Specification;

(i) the Drawings*;* and

(j) any other documents forming part of the contract, including, but not limited to:

i. the ES Management Strategies and Implementation Plans**;** and

ii. Code of Conduct for Contractor's Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price 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 specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security : Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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 expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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 and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[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 expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

-Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) [1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(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.

---

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[2] *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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[1] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[2] *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*