

# **Request for Bids For Small Works**

**(One-Envelope Bidding Process)**

**Procurement of Structural works Construction On Flood Protection Projects to Improve Community Mobility and Water Access in the Middle and Lower Awash, in Various Lots within the Afar Region**

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**Volume – I Bidding Document**

**RFB No:** ET-MOWE-527606-CW-RFB  
**Project:** Ethiopian Flood Management Project  
**Employer:** Ministry of Water and Energy  
**Country:** Ethiopia  
**Issued on:** May 26, 2026



# Standard Procurement Document

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# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## General

- 1. Scope of Bid** 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**.
- Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, "singular" means "plural" and vice versa;
  - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; and
  - (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
- 2. Source of Funds** 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.
- 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** 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.
- In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any 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**

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

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

directly or indirectly controls, is controlled by or is under common control with another Bidder; or

receives or has received any direct or indirect subsidy from another Bidder; or

has the same legal representative as another Bidder; or

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

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

or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;

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;

has a close business or family relationship with a professional staff of the 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.

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

A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

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.

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.

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.

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

A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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

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.

**Contents of Bidding Document**

## 6. Sections of Bidding Document

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

### **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 of Contract (GCC)

The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

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.

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

A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

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

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.

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.

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

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 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**

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

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. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**Preparation of Bids**

**9. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10. Language of Bid**

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

The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
- (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity**: a technical proposal in accordance with ITB 16;
- (i) any other document required **in the BDS**.

In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

## 12. Letter of Bid and Schedules

The Letter of Bid and Schedules 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

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

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.

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.

When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

#### **14. Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

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

The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.

Unless otherwise specified **in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

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<sup>1</sup> and the total Bid price submitted by the Bidder.

- 15. Currencies of Bid and Payment** The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 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
- 16. Documents Comprising the Technical Proposal** The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder** To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. 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. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of Validity of Bids** Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive. In exceptional circumstances, prior to the expiration of the Bid validity period, 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 deadline of the extended validity period. 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. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
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- (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

The Bidder shall furnish as 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**.

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

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 validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

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.

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, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 48.

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, Social, Health and Safety (ESHS) Performance Security.

The Bid Security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48.

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 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 mentioned in ITB 4.1 and ITB 11.2.

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

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48;

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

## 20. Format and Signing of Bid

The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

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.

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.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## Submission and Opening of Bids

## 21. Sealing and

The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the

**Marking of Bids**

following separate, sealed envelopes:  
 in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and  
 in an envelope marked “COPIES”, all required copies of the Bid; and  
 if alternative Bids are permitted in accordance with ITB 13, and if relevant:

- (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
- (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

The inner and outer envelopes shall:

- bear the name and address of the Bidder;
- be addressed to the Employer in accordance with ITB 22.1;
- bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- bear a warning not to open before the time and date for Bid opening.

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**

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**.

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**

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**

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 withdrawal 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.

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

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

## 25. Bid Opening

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. All Bidders, or their representatives and any interested party may attend a public opening. 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**.

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.

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.

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.

Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.

Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

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

The Employer shall prepare a record of the 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 Bid Price, per lot (contract) if applicable, including any discounts;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
- (d) any alternative Bids.

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.

### **Evaluation and Comparison of Bids**

#### **26. Confidentiality**

Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

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.

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**

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 31.

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**

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. Determination of Responsiveness**

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (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.

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

If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial  
Nonconformities**

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

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.

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 nonconforming item or component in the manner specified **in the BDS**.

**31. Correction of  
Arithmetical  
Errors**

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

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, 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.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to  
Single Currency**

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

**33. Margin of  
Preference**

Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>3</sup> shall not apply.

**34. Subcontractors**

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, Financial Parts

The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

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.

### 35. Evaluation of Bids

The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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.

If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

### 36. Comparison of Bids

The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 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.
- 37.3 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.
- 38. Unbalanced or Front Loaded Bids**
- If the Bid for an admeasurement contract, which results in 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.
- After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- accept the Bid; or
  - require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - reject the Bid.
- 39. Qualification of the Bidder**
- The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid**
- Having compared the evaluated costs of Bids, 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:
- (a) substantially responsive to the bidding document; and

- (b) the lowest evaluated cost.

- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award** 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;

### **Award of Contract**

- 44. Award Criteria** Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award** Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- Within 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 either as nonresponsive or as not meeting qualification criteria, or were not evaluated, 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, if

specified in BDS ITB 47.1.

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.

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

**46. Debriefing by the Employer**

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

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.

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.

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

**47. Signing of Contract**

The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

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

**48. Performance Security**

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, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS 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.

Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**49. Adjudicator**

The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**50. Procurement  
Related  
Complaint**

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



## Section II - Bid Data Sheet (BDS)

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is <b>ET-MOWE-527606-CW-RFB</b></p> <p>The Employer is: <b>Ministry of Water and Energy</b></p> <p>The name of the RFB is: <b>Procurement of Structural works Construction On Flood Protection Projects to Improve Community Mobility and Water Access in the Middle and Lower Awash, in Various Lots within the Afar Region</b></p> <ul style="list-style-type: none"> <li>• <b>Lot I:</b> Construction of Structural works to Improve Community Mobility and Water Acces in Gewane, Gelalo, Haruka, and Dulecha of Middle Awash.</li> <li>• <b>Lot II:</b> Construction of Structural works to Improve Community Mobility and Water Acces in Asayta and Afambo of Lower Awash.</li> </ul> <p>The number and identification of lots (contracts) comprising this RFB is: <b>Two Contracts</b></p>
ITB 1.2(a)	The Employer <b>shall not</b> use electronic-procurement system
ITB 2.1	<p>The Borrower is: <b>Ministry of Water and Energy</b></p> <p>Loan or Financing Agreement amount: <b>US\$ 300 million</b></p> <p>The name of the Project is: <b>Ethiopian Flood Management Project</b></p>
ITB 4.1	JV shall not be allowed.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Contents of Bidding Document	
ITB 7.1	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:</p> <p><b>Ministry of Water and Energy, Ethiopian Flood Management Project Management Unit</b></p> <p>Attention: <b>Mr. Temesgen Ketema &amp; Mr. Biruk Haileyesues</b></p> <p>Address: <b>Haile Gebresilassie Road adjacent to Capital Hotel</b></p> <p>Floor/ Room number: <b>Floor - Ground, Room number 05</b></p> <p>City: <b>Addis Ababa</b></p> <p>Country: <b>Ethiopia</b></p> <p>Telephone: <b>+251-116-898-006</b></p> <p>Electronic mail address: <a href="mailto:temesgenketemae@gmail.com">temesgenketemae@gmail.com</a> &amp; <a href="mailto:birukako2000@gmail.com">birukako2000@gmail.com</a></p>
ITB 7.1	Requests for clarification should be received by the Employer no later than: 10 days before the deadline of bid submission date.
ITB 7.4	<p>A Pre-Bid meeting shall be take place. N/A</p> <p>Date of pre-proposal conference: N/A</p> <p>A site visit conducted by the Employer <b>shall not be</b> organized.</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the Bid: work schedule, man power, machinery schedule <b>including the priced Bill of Quantities</b></p>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> <li>• Machinery librea and other related documents shall be attached to the document in compliance to the requirement.</li> </ul> <p><b>Other documents</b></p> <ul style="list-style-type: none"> <li>• Renewed trade license and trade registration certificates from Ministry of Trade indicating the stream of business in which the bidder is engaged</li> <li>• Vat registration certificates issued by Tax Authority</li> <li>• Valid tax clearance certificate issued by tax Authority</li> <li>• New Suppliers list from PPA and have certificate of competence for grade GC/WWC Certificate of competence should be renewed for 2016 E.C.</li> <li>• Written statement of the power of attorney</li> </ul> <p><b>Code of Conduct for contractor’s personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to contractor’s personnel and subcontractors, to ensure compliance with its Environmental, Social, (ES) obligations under the contract.</p> <p>The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health (ES) risks.</p> <ul style="list-style-type: none"> <li>• [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</li> <li>• [e.g. Water Resource Protection Plan to prevent contamination of water];</li> <li>• [e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];</li> <li>• [e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];</li> <li>• [e.g. sexual exploitation and abuse (SEA) prevention and response action plan].</li> </ul> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.</p>

	<p>The extent and scope of these requirements should reflect the significant ES risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four.</p> <p>The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions <b>shall not be</b> permitted for the following parts of the Works:
ITB 14.5	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 15.1	The currency(ies) of the bid and the payment currency(ies) shall be: <b>Ethiopian Birr (ETB)</b>
ITB 18.1	The Bid validity period shall be <b>90</b> days from the deadline of bid submission date.
ITB 18.3 (a)	The Bid price <b>shall not be</b> adjusted by the following factor(s): N/A
ITB 19.1	<p>A Bid Security <b>shall be required</b>. It must be <b>original</b></p> <p>The amount of the bid security shall be Separately: <b>ETB 5,300,000.00 for Lot I, and ETB 7,000,000.00 for Lot II I</b></p> <p>A bid security shall <b>be</b> in the form of <b>unconditional Bank guarantee or CPO</b> in the name of <b>Ministry of Water and Energy</b>.</p> <p>The bid security shall be valid for <b>118</b> days from the deadline of bid submission date.</p> <p><b>For Bank Guarantee the bidders must use the bank guarantee form included in section IV (Bid Forms) of this bidding document.</b></p>
ITB 19.3 (d)	Other types of acceptable securities: NA
ITB 20.1	<p>In addition to the <b>original</b> of the Bid, the numbers of copies are: <b>1 original plus 3 copies Original and copies of Technical and financial proposals has to be sealed, stamped, and submitted in one envelop. The bidder shall submit separate Technical and financial proposals for each lots (if Bidders wants to Bid for several Lots).</b></p> <p><b>Each pages of the bid document has to be signed and stamped</b></p>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>

### D. Submission and Opening of Bids

<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:  <b>Ministry of Water and Energy, Ethiopian Flood Management Project-Procurement Section</b>  <b>Attention: Mr. Temesgen Ketema &amp; Mr. Biruk Haileyesues,</b>  <b>Address: Haile Gebresilassie Road adjacent to Capital Hotel</b>  <b>Floor/ Room number: Floor - Ground, Room number 05</b>  <b>City: Addis Ababa</b>  <b>Country: Ethiopia</b>  The deadline for Bid submission is:  <b>Date: July 06, 2026</b>  <b>Time: 2:00 PM</b>  Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at: <b>Ministry of Water and Energy</b>  <b>Street Address: Haile Gebreselassie Avenue adjacent to Capital Hotel</b>  <b>Floor/ Room number: Floor - Ground, Room number 05</b>  <b>City: Addis Ababa</b>  <b>Country: Ethiopia</b>  <b>Date: July 06, 2026</b>  <b>Time 2:30 PM</b></p>
<b>ITB 25.1</b>	The electronic Bid opening procedures shall be: <i>N/A</i>
<b>ITB 25.6</b>	The Letter of Bid and Schedules shall be initialed by representatives of the Employer conducting bid opening <b>Each 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.</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the <i>average</i> price of the item or component as quoted in other substantially responsive Bids. 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.
<b>ITB 33.1</b>	A margin of domestic preference <i>shall not</i> apply.
<b>ITB 34.1</b>	At this time the Employer _____ to execute certain specific parts of the Works by subcontractors selected in advance. <b>NA</b>
<b>ITB 34.3</b>	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount.</p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>

	The qualification and experience of the sub-contractor shall not be considered for evaluation purpose.
<b>ITB.38.1&amp;2</b>	Unbalanced or Front Loaded Bids: the employer may require the bidder 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. The employer may accept, reject or require performance security 30% of the contract price.
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <b>shall not</b> be submitting the Beneficial Ownership Disclosure Form.
<b>ITB 49</b>	The Adjudicator proposed by the Employer is: <b>to be named during contract signing.</b> The hourly fee for this proposed Adjudicator shall be: <b>to be specified.</b>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;"><b>For the attention:</b> Dr. Habtamu Etefa</p> <p style="padding-left: 40px;"><b>Title/position:</b> Minister</p> <p style="padding-left: 40px;"><b>Client:</b> Ministry of Water and Energy</p> <p style="padding-left: 40px;"><b>Email address:</b> “<i>habtamuetefa.gmail.com</i>”,</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Employer’s decision to award the contract.</li> </ol>



## **Section III - Evaluation and Qualification Criteria**

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. 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 prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- 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 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

## Table of Criteria

<b>1. Margin of preference: Not applicable .....</b>	<b>33</b>
<b>2. Evaluation: Applicable .....</b>	<b>33</b>
<b>1. Qualification .....</b>	<b>34</b>
<b>2. Key Personnel .....</b>	<b>40</b>
<b>3. Equipment .....</b>	<b>41</b>

**1. Margin of preference: Not applicable****2. Evaluation: Applicable**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

**2.1. Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements: **Applicable**

**2.2. Multiple Contracts: Not Applicable**

Pursuant to ITB 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(b) Award Criteria for Multiple Contracts [ITB 35.4]: **Not Applicable (only one contract)**

**Lots**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined each lot, subject to the selected Bidder(s) meeting the required qualification criteria for each lot separately.

(c) Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b).

- **N.B.: A bidder may submit bids for and participate in more than one lot. However, only one lot shall be awarded to a single bidder. In the event that a bidder is determined to be the lowest evaluated bidder for more than one lot, the Employer shall award only one lot to that bidder, based on the lot with the highest evaluated advantage to the Employer (or based on the Employer's predefined priority order), and the remaining lot shall be awarded to the next lowest evaluated responsive bidder.**

## 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	At least one Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid
1.4	<b>State-owned enterprise or institution of the Borrower country</b>	Meets conditions of ITB 4.6	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower's country law</b>	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	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Forms ELI – 1.1 and 1.2, with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur within the last Three (3) years prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one 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.	Must meet requirement <sup>1 &amp; 2</sup>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON-2
2.2	<b>Suspension Based on</b>	Not under suspension based on	Must meet	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	<b>Execution of Bid /Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period</b>	execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	requirement				
2.3	<b>Pending Litigation</b>	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>1</sup> since 1 <sup>st</sup> January 2021 <i>G.C</i>	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON – 2
2.5	<b>Declaration: Environmental and Social, (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. <sup>4</sup>	Must make the declaration. Where there is Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON-3 ES Performance Declaration

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

<sup>4</sup>. 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	At least one Member	
			declaration.				
2.6	<b>Bank's SEA and/or SH Disqualification</b>	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)	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid, Form CON-4
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>ETB 35,000,000.00 for Lot I, and ETB 47,000,000.00 for Lot II,</b> for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form FIN – 3.1, 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	At least one Member	
		(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	N/A	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 since 2021 GC 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	N/A	N/A	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>ETB 530,000,000.00 for Lot I, and ETB 700,000,000.00 for Lot II</b> , calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.2
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, or management contractor for at least that of the following contracts amount within the last 10 years	Must meet requirement	N/A	N/A	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	A minimum number of similar contracts specified below that have	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(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	At least one Member	
		<p>been satisfactorily and substantially<sup>2</sup> completed as a prime contractor or joint venture member<sup>3</sup> between 1st January 2021 GC and bid submission deadline or within the last five years:</p> <p>(i) At least <b>one contract</b> of minimum value of:</p> <p>✓ <b>ETB 280,000,000.00 Or two contracts each with a minimum value ETB 140,000,000.00 for Lot I, and</b></p> <p>✓ <b>ETB 380,000,000.00 Or two contracts each with a minimum value ETB 190,000,000.00 for Lot II.</b></p> <p>The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and that are similar to Crossing Structures (Steel Bridge, Pipe Culvert), or flood protection works, irrigation infrastructure, or road projects</p>	Must meet requirement				
4.2 (b)		For the above and any other contracts substantially completed	Must meet	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form EXP – 4.2 (b)

<sup>2</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>3</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and under implementation as prime contractor or joint venture member between 1st January 2021 GC and Application submission deadline, a minimum construction experience in the following key activities successfully completed: similar Crossing Structures (Steel Bridge, Pipe Culvert), or flood protection works, irrigation infrastructure, or a road projects	requirements				
4.2.c		For contracts substantially completed and under implementation as prime contractor or joint venture member, between 1st January 2021 G.C up to Application submission deadline, experience in managing ES risks and impacts in the following aspects: Environment Management Plan and Environment Monitoring Plan should be reconsidered and estimated in a better way while the project is being implemented and best benchmarks should be adapted and implemented	Must meet requirements	N/A	N/A	N/A	Form EXP – 4.2 (c)

**Notes:**

- ✓ Bidders shall not form associations or Joint Ventures (JVs) with other bidders to enhance their qualifications. Joint Ventures are not permitted.
- ✓ Contractors currently holding three contracts under the Ministry and having achieved less than 80% completion progress in those contracts shall not be permitted to participate in this bid.

## Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

### Key Personnel Required for each Lot Separately

No	Position	Qualifications	Experience (years)	No. of Positions
1	Project Manager	MSc/BSc degree in Hydraulic, Water Resources, Civil Engineering, or related fields	>15 years of experience in project management. •Strong knowledge of construction processes and safety regulations	1
3	Construction Manager	Bachelor's degree in Construction Management, Civil Engineering, or a related field	>10 years of experience in construction management. • Strong knowledge of construction processes and safety regulations	1
4	Site Engineer	Bachelor's degree in Civil Engineering or a related discipline	>10 years of experience in site engineering. • Proficiency in engineering software and tools	3
5	Environmental Engineers	Bachelor's degree in Environmental Engineering or a related field	>10 years of experience in environmental assessments and compliance • Knowledge of environmental regulations and impact assessment methodologies	1
6	Social Specialist	Bachelor's degree in Social Sciences or a related field	>10 years of experience in social impact assessments and compliance • Knowledge of Social regulations and impact assessment methodologies	1
6	Geotechnical Engineers	Bachelor's degree in Civil or Geotechnical Engineering	>10 years of experience in geotechnical analysis and design •Professional Engineer (PE) license is preferred	1
7	Quantity Surveyor	Bachelor's degree in Quantity Surveying, Civil Engineering, Construction Management, or a related field	>10 years of experience in quantity surveying, preferably in civil engineering or construction projects, with a focus on flood protection or infrastructure works.	1
8	Senior Surveyor	Bachelor's degree in Surveying, Civil Engineering, or related field	>8 years of experience in Licensed Surveyor (LS) certification is preferred.	2
9	Quality Assurance/Control Inspector	Degree in Geotechnical Eng., Material Eng., Civil Eng., or related field	>10 years of experience in quality control in construction • Knowledge of QA/QC standards and practices	1
11	Electro-Mechanical Engineering	Degree in Electro-Mechanical Eng., or related field	>10 years of experience as a Heavy Duty Mechanic	1

**Note:** The Contractor shall propose the above numbers of Key Personnel for each lot separately with suitable training, education, experience and skill to perform the works.

## Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

### ❖ LOT - 1 Machinery requirements and Specifications

No	Equipment Type	Number of Machines	Specifications	Potential Use Cases
1	Chain Excavator	8	Net Power: 250+ hp; Dig Depth: 3-10+ m; Bucket Cap.: >1.7 m <sup>3</sup> , Manufacturing Date > 2015	Excavation of levee/embankment cores, trenching, material handling, sheet pile installation
2	Bulldozer	5	Engine Power: 300-350+ hp; Blade Width: >3.7 m; Weight: >22,000 kg Manufacturing >=2015	Site clearing, push-filling embankments, grading, spreading material, and bund construction
3	Wheel Loader	2	Engine: 200-205 hp; Bucket: >3.3 m <sup>3</sup> ; Wheeled mobility, Manufacturing >=2015	Bulk material transfer, loading trucks, feeding hoppers, transport of sand/gravel
4	Motor Grader	1	Blade Width: 3-5 m; Engine: 150-300+ hp; Articulating frame, Manufacturing >=2015	Embankment shaping, slope finishing, site grading, fine-leveling for barrier foundations
5	Jack Hammer	1	>=500m <sup>3</sup> /8hr, Tone >=1200 kg, Manufacturing >=2015	Rock Material production for bank stabilization and foundations
6	Dump Truck	10	Payload: 20-40 t; Capacity: >16 m <sup>3</sup> ; All-terrain Manufacturing >=2018	Hauling fill material, clay, rock, sandbags, waste, or debris away from or to the site
7	Backhoe Loader	1	Engine: 70-120 hp; Dig Depth: 4-6 m; Loader Bucket: 1-1.3 m <sup>3</sup> Manufacturing >=2015	Small excavation, pipe trenching, backfilling, utility installation, and minor material loading
8	Truck-Mounted Crane	1	Lift Cap.: 20-80 t; Roadable; Hydraulic Boom Manufacturing >=2015	Logistics support, assistance in material or generator placement, and small barrier elements
9	High-Capacity Flood Pump	2	Cap.: 10,000-80,000+ L/min; Trailer/Skid-mount; Diesel/Elec Manufacturing >=2015	Temporary or permanent floodwater diversion, dam/levee breaches, stormwater management
10	Hydraulic Concrete Mixer	2	Drum Volume: 4.5-6.5 m <sup>3</sup> ; Output: 7-26 m <sup>3</sup> /h; 4x4 drive Manufacturing >=2015	High-volume concrete production for floodwalls, spillways, headworks; on-site batch delivery

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11	Concrete Pump Truck	1	Pump Cap.: 50-200 m <sup>3</sup> /h; Boom Reach: up to 60 m Manufacturing >=2015	Placing concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
12	Vibrator	4	>=2.5 HP Gasoline engine Manufacturing >=2015	Vibrate concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
13	Shower Truck	1	>=10000 L Gasoline engine Manufacturing >=2015	Showering the compacted fill and access road for all materials, clay, rock, sandbags,
14	Automatic Sandbagging Machine	1	Output: Up to 1,600 bags/hr; Chutes: 2-4; Motor: 5.5-13 hp Manufacturing >=2010	Mass-produced sandbag filling for temporary berms, levee reinforcement, breach backup
15	Power Generator (Diesel)	3	Output: 20-1000+ kVA; Trailerable; Weather-resistant enclosure Manufacturing >=2020	Backup power for pumps, lighting, and site operations during outages/emergencies
16	Portable Light Tower	5	Mast Height: 5-10 m; Lamps: LED/Metal Halide, 4000+ W; Diesel/Gas	Site illumination for night work, emergencies, security, and safe operation during poor visibility
17	Low-Loader Trailer (Heavy Haul)	1	Bed Length: 8-20 m; Capacity: 20-100+ t; Hydraulic ramp Manufacturing >=2015	Equipment and component transport (cranes, excavators, pre-cast panels, oversized sections)
18	Utility Vehicle (ATV/UTV)	4	4x4/6x6; Cap.: Up to 1 t; Enclosed or open Manufacturing >=2020	Crew movement, rapid site assessment, towing portable pumps, and emergency access

### ❖ LOT - 2 Machinery requirements and Specifications

No	Equipment Type	Number of Machines	Specifications	Potential Use Cases
1	Chain Excavator	2	Net Power: 250+ hp; Dig Depth: 3-10+ m; Bucket Cap.: >1.7 m <sup>3</sup> , Manufacturing Date > 2015	Excavation of levee/embankment cores, trenching, material handling, sheet pile installation
2	Bulldozer	2	Engine Power: 300-350+ hp; Blade Width: >3.7 m; Weight: >22,000 kg Manufacturing >=2015	Site clearing, push-filling embankments, grading, spreading material, and bund construction
3	Wheel Loader	1	Engine: 200-205 hp; Bucket: >3.3 m <sup>3</sup> ; Wheeled mobility, Manufacturing >=2015	Bulk material transfer, loading trucks, feeding hoppers, transport of sand/gravel
4	Motor Grader	1	Blade Width: 3-5 m; Engine: 150-300+ hp; Articulating frame, Manufacturing >=2015	Embankment shaping, slope finishing, site grading, fine-leveling for barrier foundations
5	Jack Hammer	1	>=500m <sup>3</sup> /8hr, Tone >=1200 kg, Manufacturing >=2015	Rock Material production for bank stabilization and foundations
6	Dump Truck	10	Payload: 20-40 t; Capacity: >16 m <sup>3</sup> ; All-terrain Manufacturing >=2018	Hauling fill material, clay, rock, sandbags, waste, or debris away from or to the site
7	Backhoe Loader	1	Engine: 70-120 hp; Dig Depth: 4-6 m; Loader Bucket: 1-1.3 m <sup>3</sup> Manufacturing >=2015	Small excavation, pipe trenching, backfilling, utility installation, and minor material loading
8	Truck-Mounted Crane	1	Lift Cap.: 20-80 t; Roadable; Hydraulic Boom Manufacturing >=2015	Logistics support, assistance in material or generator placement, and small barrier elements
9	High-Capacity Flood Pump	1	Cap.: 10,000-80,000+ L/min; Trailer/Skid-mount; Diesel/Elec Manufacturing >=2015	Temporary or permanent floodwater diversion, dam/levee breaches, stormwater management
10	Hydraulic Concrete Mixer	2	Drum Volume: 4.5-6.5 m <sup>3</sup> ; Output: 7-26 m <sup>3</sup> /h; 4x4 drive Manufacturing >=2015	High-volume concrete production for floodwalls, spillways, headworks; on-site batch delivery
11	Concrete Pump Truck	1	Pump Cap.: 50-200 m <sup>3</sup> /h; Boom Reach: up to 60 m Manufacturing >=2015	Placing concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
12	Vibrator	2	>=2.5 HP Gasoline engine Manufacturing >=2015	Vibrate concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas

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13	Shower Truck	1	>=10000 L Gasoline engine Manufacturing >=2015	Showering the compacted fill and access road for all materials, clay, rock, sandbags,
14	Automatic Sandbagging Machine	1	Output: Up to 1,600 bags/hr; Chutes: 2-4; Motor: 5.5-13 hp Manufacturing >=2010	Mass-produced sandbag filling for temporary berms, levee reinforcement, breach backup
15	Power Generator (Diesel)	3	Output: 20-1000+ kVA; Trailerable; Weather-resistant enclosure Manufacturing >=2020	Backup power for pumps, lighting, and site operations during outages/emergencies
16	Portable Light Tower	3	Mast Height: 5-10 m; Lamps: LED/Metal Halide, 4000+ W; Diesel/Gas	Site illumination for night work, emergencies, security, and safe operation during poor visibility
17	Low-Loader Trailer (Heavy Haul)	1	Bed Length: 8-20 m; Capacity: 20-100+ t; Hydraulic ramp Manufacturing >=2015	Equipment and component transport (cranes, excavators, pre-cast panels, oversized sections)
18	Utility Vehicle (ATV/UTV)	3	4x4/6x6; Cap.: Up to 1 t; Enclosed or open Manufacturing >=2020	Crew movement, rapid site assessment, towing portable pumps, and emergency access

**Note:**

- ✓ **The bidder shall submit lease agreements for leased equipment and proof of ownership for owned equipment.**
- ✓ **For equipment and machinery not owned by the bidder, the rental agreement shall cover the entire project duration or be consistent with the submitted work schedule. The bidder shall provide the required machinery/equipment for each lot, including partially owned equipment where applicable.**

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

### Requirements description;

No	Machinery Requirements	Specific Requirements	Remarks
1	<b>Machinery Availability</b>	<ul style="list-style-type: none"> <li>List of machinery owned by the contractor or</li> </ul>	<ul style="list-style-type: none"> <li>Evidence of all equipment and machinery as requested.</li> </ul>
		<ul style="list-style-type: none"> <li>List of machinery leased by the contractor.</li> </ul>	<ul style="list-style-type: none"> <li>provide the rental agreement agreements with ownership evidence</li> </ul>
2	<b>Condition of Equipment: the manufacture date of All machinery &gt;= 2015 G.C</b>	<ul style="list-style-type: none"> <li>Age and maintenance history of machinery.</li> <li>Compliance with safety and operational standards.</li> </ul>	
3	<b>Capacity and Capability: Specified on the Machinery Requirement</b>	<ul style="list-style-type: none"> <li>Equipment capacity (e.g., capacity, load limits HP)</li> <li>Capability to handle project-specific tasks (e.g., earthmoving, drainage).</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that the machinery can meet the demands of the project scale.</li> <li>Request specifications for each piece of equipment.</li> </ul>

## Section IV - Bidding Forms

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## Letter of Bid

*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]*

**RFB No.:** *[insert number of RFB process]*

**To:** *[insert complete name of Employer]*

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

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

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (f) **Bid 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];*
- (g) **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];*
- (h) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental, Social, Health and Safety (ESHS) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **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;
- (l) **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];*
- (m) **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.”)*

- (n) **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;
- (o) **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
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**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

## **Schedules Bill of Quantities**

### **Objectives**

The objectives of the Bill of Quantities are:

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

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

### **Daywork Schedule**

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

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

### **Provisional Sums**

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

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an



## 2. Schedule of Payment Currencies

For .....insert name of Section of the Works

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

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

### 3. Schedule(s) of Adjustment Data

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: _____* B: _____* C: _____* D: _____* E: _____*
			<b>Total</b>		<b>1.00</b>

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

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

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

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: _____* B: _____* C: _____* D: _____* E: _____*
				<b>Total</b>		<b>1.00</b>

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

## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Request for Bids No:** *[Insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. *[insert number]* ("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 *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Applicant in the Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) 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, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (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 end of the Bid Validity Period.

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

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

---

*[signature(s)]*

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

## **Technical Proposal**

### **Technical Proposal Forms**

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Others**

## FORM PER -1

### Key Personnel Schedule

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

#### Key Personnel

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

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

## Form PER-2: Resume and Declaration Key Personnel

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]: [title of position from Form PER-1]</b>
---

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

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

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

## Declaration

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

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

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

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

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

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>	
<b>Equipment Information</b>	<b>Name of manufacturer,</b>
	<b>Capacity*</b>
	<b>Model and power rating</b>
	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

The following information shall be provided only for equipment not owned by the Bidder.

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

## **Site Organization**

*[insert Site Organization information]*

## **Method Statement**

*[insert Method Statement]*

## **Mobilization schedule**

*[Insert mobilization schedule] using separate page*

## **Construction schedule**

*[insert construcción Schedule] using separate page*

## **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 11.1 (i) 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

***Note to the Employer:***

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

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

***Delete this Box prior to issuance of the bidding documents.***

**Note to the Bidder:**

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

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

### CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

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

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

## REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## RAISING CONCERNS

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

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

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

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

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

### FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)****ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

**(2) Examples of sexual harassment in a work context**

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

## **Bidder's Qualification**

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: <i>[indicate country of Constitution]</i>
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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is 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. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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

Bidder's Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_  
RFB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		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:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Form CON – 3 Environmental and Social Performance Declaration

*[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

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

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

## Form CON – 4

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

<b>SEA and/or SH Declaration</b> <b>in accordance with Section III, Evaluation and Qualification Criteria</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above) <p style="margin-left: 20px;">Name of Employer: _____</p> <p style="margin-left: 20px;">Name of Project: _____</p> <p style="margin-left: 20px;">Contract description: _____</p> <p style="margin-left: 20px;">Brief summary of evidence provided: _____</p>

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

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

## Form CCC: Current Contract Commitments / Works in Progress

Bidders and each member of 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.

Name of contract	Employer, 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.				
etc.				

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Sources of Finance

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

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

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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<sup>2</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>2</sup> 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: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

## Form FIN - 3.3: Financial Resources

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

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

## Form EXP - 4.1: General Construction Experience

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Joint Venture 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: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or 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.)**

<b>Similar Contract No.</b>	<b>Information</b>
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: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

Subcontractor's Name<sup>3</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Subcontractor's Name (as per ITB 34.2 and 34.3): \_\_\_\_\_

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

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

<sup>3</sup> If applicable.

Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	<b>Information</b>
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	<b>Information</b>
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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

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

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

4. ...

## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

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

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

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

## Section VI - Fraud and Corruption

(Section VI shall not be modified)

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> 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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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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**

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## General and specific project information for

### Part 1

## Project description

### 1.1. Background

The Middle and Lower Awash floodplains have caused repeated damage to agricultural land, irrigation infrastructure, roads, and community assets, adversely affecting livelihoods and local economies. In response, flood protection structures were constructed in various parts of the basin to reduce flood risks and enhance community resilience. The local communities have continuously raised concerns regarding unmet basic needs, such as the lack of reliable water intake structures for irrigation, insufficient facilities for livestock watering, and the absence of safe pedestrian crossings.

For effective implementation, the project has been works with before the coming flood season, incorporating crossing structures, cattle trough and irrigation outlet with stable wider floodplain sections with vegetated slopes, and critical infrastructure crossings.

The E-FMP thoroughly prepares all the essential documents required for the bid floating. This preparation is crucial for ensuring that the bid is competitive and compliant and communicates the technical team's capabilities and understanding of the project requirements. Each document plays a vital role in presenting a cohesive and persuasive proposal to potential clients or stakeholders.

### 1.2. Project location

The consolidated project is covered middle and Lower Awash basins:

**Middle Awash:** located in the Afar region, Awash Basin, includes Amibara, Dulessa Haruka, Gewane and Gelehalo Woredas, Middle Awash River sub-basin

**Lower Awash:** located in the Afar region, Awash Basin, includes Asayta and Afambo Woredas lower Awash River sub-basin

### 1.3. Description of the Works

The proposed interventions aim to address critical community needs, improve access to water and services, and enhance the long-term resilience and sustainability of water resources and flood management infrastructure in the basin. Following detailed discussions and negotiations.

This technical proposal complements the existing flood protection measures by constructing an irrigation intake structure, a footbridge, and a cattle trough at selected locations in the Middle and Lower Awash River Basin. The proposed interventions aim to address critical community needs, improve access to water and services, and enhance the long-term resilience and sustainability of water resources and flood management infrastructure in the basin.

#### Part 2 Specification

##### 3.1.1. Excavation and Earthwork

###### Clearing and Grubbing

- a. **Clearing:** Clearing consists of the removal of all trees, tree roots, fences and all other existing structures, including the disposal of all material resulting from clearing and grubbing to a maximum depth of 200 mm. It also includes removal and disposal of structures that obstruct the work, using labor, a loader, an excavator, or a bulldozer. Any trees, structures, or artifacts designated for retention shall be clearly marked on the Site to avoid accidental damage.
- b. **Conservation of Topsoil:** Where topsoil exists, the Engineer shall designate areas for removal of topsoil together with grass and other suitable vegetation. If not used immediately, topsoil shall be transported and deposited in stockpiles for later use.
- c. **Conservation of Vegetation:** Certain designated plants encountered in the reservoir area, buffer zone and borrow areas shall be carefully protected.

##### 3.1.2. Classification of Excavation Materials

- I. **Hard Rock (sound rock):** Includes basaltic or other rock types that are very hard, requiring explosives or heavy-duty rock-breaking equipment for excavation. Highly interlocked boulders (above 2 m in both ways) and slightly fractured rocks requiring heavy-duty machine excavation are included.
- II. **Soft Rock:** Includes basaltic and ignimbrite rocks that are soft enough to be excavated

by sledge hammers, wedges and miners' bars. Isolated boulders, moderately to highly fractured/jointed and/or weathered rocks, volcanic ash, tuff, river deposits and highly weathered materials are grouped as soft rock.

- III. Soil:** All material except hard and soft rock as defined above. Includes alluvium, black-cotton soil, talus, cemented layers, and decomposed materials.

### **3.1.3. Excavation Open Cut**

- I. Excavation Method:** Open-cut excavation and grading shall be performed to the final lines and grades shown on the drawings. Rock excavation in foundation areas shall be done by careful methods such as line drilling or chiseling. The Contractor shall plan excavation so that the bulk material produced is of <30 mm size. Rock excavation from the main canal and the structure's foundation area shall be stockpiled as instructed.

- II. Excavation Extent:** Excess excavation performed without written order shall be at the Contractor's expense. All excavation for structures shall be carried to foundation material satisfactory to the Engineer. Precautions shall be taken to preserve material below and beyond excavation lines in undisturbed condition. Any over-excavation required to be backfilled shall be backfilled as instructed.
- III. Excavation Tolerances:** Excavation shall be performed within the following tolerances:

*Table 1: Provided working with depth of excavation*

Depth of Excavation	Working Space
0–1 m	15 cm – 20 cm
1–2 m	21 cm – 40 cm
2–3 m	41 cm – 60 cm
>4 m	61 cm – 1 m

### 3.2. Dewatering

The Contractor shall be responsible for preventing the ingress of water into excavations. Preventative measures include:

- Construction of proper drainage channels, diversion channels, and sumps.
- Supply and operation of necessary bailing and pumping equipment.
- Construction of suitable watertight cofferdams.

Dewatering measures, with the exception of pumping, shall be maintained until backfilling has been completed. Between construction stages, pumping may be interrupted. Any draining or pumping of water from cofferdams or foundation enclosures shall be done to preclude the possibility of concrete, fill or mortar materials being carried away.

### 3.3. Fill and Compaction

#### 3.3.1. Backfill and Compaction using excavated materials

Local material may be used for compacted backfill, except where granular material is specified. All materials shall be approved. Backfill shall not be placed until the part has been inspected and accepted.

#### 3.3.2. Backfill and Compaction using Imported Materials

Fill materials shall be obtained from required excavations, borrow areas, or rock quarries. Material shall be pervious angular soil, reasonably free of deleterious substances like clay lumps, organic matter, or silica sand that prevents bonding.

### 3.3.3. Execution of Backfill and Compaction

Materials designated for compacted backfill shall be spread by hand or light mechanical equipment in horizontal layers not more than 15 cm thick before compaction. Moisture content shall be adjusted to optimum. Compaction shall be done with hand or mechanical tampers to achieve density equal to or higher than fills compacted by heavy equipment. Within 1.2 m of structure faces, tractors or heavy equipment may be used if approved.

A protecting surface layer of sand-gravel mix (15 cm thick) shall be placed around structures and elsewhere if required, and compacted thoroughly.

## 3.4. Plain and Reinforced Concrete

### 3.4.1. Composition and Quality

Concrete shall be composed of Portland cement, water, fine and coarse aggregate. Cyclopean concrete shall be 60% B/25 or C25 concrete and 40% hand-placed boulders (200–300 mm).

*Table 2: Mix ratios (by volume) for hand mixing (per 50 kg cement):*

Concrete Type	Mix Ratio (Cement: Sand: Gravel)	Box Size (18×40×50 cm)
C-10	1:03:06	Sand 3 boxes, Gravel 6 boxes
C-20	1:02:03	Sand 2 boxes, Gravel 3 boxes
C-30	1: 1.5: 2.5	Sand 1.5 boxes, Gravel 2.5 boxes

*Note: Hand mixing is allowed for C-5 to C-15; not allowed for C-20 and above.*

### 3.4.2. Materials

- I. **Cement:** Cement shall be Portland cement conforming to British or other approved standards. It shall be protected from moisture during transport and stored in a dry, weather-tight, ventilated structure. Cement stored longer than four months may be used only after retesting proves satisfactory.
- II. **Aggregates:** Fine aggregate (natural sand) and coarse aggregate (natural gravel, crushed gravel, or combination) shall be obtained from approved sources. Aggregates shall be clean, uncoated particles.

*Table 3: Fine aggregate grading (U.S. Standard sieves):*

Sieve Size	% Passing by Weight
1"	100
3/4"	90–100
3/8"	20–40
No. 4	0–5

Silt content <5%. Fineness modulus 2.3 – 3.10.

*Table 4: Coarse aggregate grading (for concrete):*

Sieve Size	% Passing
3/8"	100
No. 4	95–100
No. 3	80–100
No. 16	50–85
No. 30	25–60
No. 50	10–30
No. 100	2–10

Aggregate particles shall be spherical or cubical; flat/elongated particles  $\leq 25\%$ . Aggregates shall be stored to prevent inclusion of foreign materials and kept in free-draining basins for at least 6 hours before use.

- III. Water:** Water for washing aggregates, mixing and curing concrete shall be fresh and free from oil, acid, salt, alkali, organic matter or other deleterious substances.

### 3.4.3. Proportion of Concrete

Proportions shall be directed. Cement content ranges from 150 to 360 kg/m<sup>3</sup>, water/cement ratio 0.4–0.50 (typically 0.45). Consistency shall be uniform from batch to batch.

### 3.4.4. Mixing

Concrete mixer shall be capable of producing uniform mix and discharging without segregation. Water measuring device shall control water/cement ratio. Mixer drum shall be kept free of hardened concrete.

- I. Hand Mixing** (where permitted): Materials shall be mixed dry on a watertight platform, then water added with a rose-headed can until the mass is homogeneous.
- II. Conveying:** Concrete shall be conveyed rapidly to prevent segregation. Hopper shall be conical. Vertical drop >1.5 m requires special equipment.
- IV. Placing:** Concrete shall be worked into corners and around reinforcement without segregation. Deposited in horizontal layers 30–45 cm thick. Construction joints shall

Be kept wet for at least 18 hours in the 24 hours prior to placing. Free water shall be removed. Placement not permitted in adverse weather. Concrete shall be placed within 30 minutes after mixing. Compaction shall be by mechanical vibrators supplemented by hand spading. Rock surfaces shall be clean and wet for at least 24 hours before placing concrete.

### 3.4.5. Concrete Standards

*For elements <200 mm thick, max aggregate size 20 mm.*

### 3.4.6. Expansion, Contraction, and Construction Joints

Construction joints shall be prepared by cleaning the river bed and abutments using air-water cutting. Anchor bars shall be provided as shown; rock shall be chiseled 15–50 cm deep.

*Table 5: Concrete field test*

Class	Max Aggregate (mm)	Compressive Strength at 28 days (MPa)	Max Water/Cement	Min Cement (kg/m <sup>3</sup> )	Slump (mm)
C-10	20	10	–	–	75±25
C-20	40	20	–	250	75±25
C-30	40	30	0.5	300	75±25

Expansion-contraction joints shall be located as shown; filler shall be tar, self-expanding cork, or other approved material. Water stops of copper or PVC shall be installed as shown and properly supported.

### 3.4.7. Curing and Protection

All concrete shall be cured for at least 14 consecutive days by keeping surfaces continuously wet. Forms left in place shall be kept wet. Horizontal surfaces cured with sand shall be covered with 5 cm of continuously saturated sand.

### 3.4.8. Formwork and False work

- I. **False work:** False work shall consist of timber or metal props, beams, bracings or ties adequate to support construction loads without excessive deflection. Props shall have base plates and be adjustable.
- II. **Formwork:** Formwork shall produce concrete to lines, levels and shapes shown. It shall be strong, mortar-tight, and designed for easy removal. Joints shall be

perpendicular to concrete shape. Forms for high sections shall limit free drop to 1.5 m. Provision shall be made for fittings, bolts, anchorages. Wires or bolts extending to concrete surface not permitted. Corners shall be filleted or chamfered as shown.

### III. Construction Requirements

Formwork shall be rigid to achieve tolerances. Before concreting, forms shall be cleaned and wetted.

### IV. Removal of Forms and False work: Forms shall not be removed until concrete has sufficient strength.

*Table 6: Minimum periods for formwork removal*

Structural Element	% of 28-day Strength	Minimum Days Since Last Pour
Columns, wall faces (not yet supporting loads)	50%	3
Mass piers, abutments (not yet supporting loads)	50%	3
Box girders, simple span girders, T-beam girders, slab bridges, cross beams, caps, pier caps not continuously supported	80%	21

*For cold weather, periods shall be extended.*

### 3.4.9. Remedial Treatment of Formed Surfaces

3.4.9.1. **General:** Surfaces shall be inspected immediately after form removal. Remedial treatment shall be carried out without delay.

3.4.9.2. **Repairs to Surface Defects:** Small honeycombing, cavities, broken corners shall be repaired with mortar of same cement-sand ratio as concrete. For large defects, special methods (pneumatic mortar, pressure grouting, epoxy) may be used.

## 3.5. Reinforcement Bars

### 3.5.1. Materials

I. **Steel Reinforcement:** Deformed and plain carbon steel bars shall conform to AASHTO M-31 and ASTM A615. Grade 60 low alloy steel bars to ASTM A706. Steel fabric reinforcement to AASHTO M-225, M-221 or M-54. Hard drawn mild steel wire to AASHTO M-55; welded wire fabric to AASHTO M-55. Deformed steel wire to AASHTO M-225; cold drawn steel wire to AASHTO M-32.

Table 7: Rebar mass per meter with diameters

Bar Diameter (mm)	Mass per meter (kg)	Bar Diameter (mm)	Mass per meter (kg)
8	0.395	20	2.47
10	0.617	25	3.85
12	0.888	32	6.31
14	1.21	40	9.86
16	1.58		

- II. Mechanical Couplers:** If pre-approved, mechanical splices shall develop at least 125% of specified yield strength of the bar in tension or compression as required.

### 3.5.2. Supply and Storage

Steel reinforcement shall be from an approved source. It shall be stacked off the ground and protected from aggressive environment by sheds or tarpaulins. Different grades shall be stored separately and clearly identified.

### 3.5.3. Construction Requirements

- **Bending of Reinforcement:** Bars shall be cut and bent to dimensions shown, in accordance with ACI 315. Bending temperature range 5°C to 1000°C unless approved otherwise. A Bar Bending Schedule shall be submitted at least 30 days before placement. Bars shall be bent cold with steady pressure; hot bending of  $\geq 32$  mm bars if approved, heated slowly to cherry red ( $\leq 840^\circ\text{C}$ ) and cooled slowly in air – no quenching. Rebending not permitted without permission.
- **Surface Conditions:** Immediately before concreting, reinforcement shall be clean, free from mud, oil, grease, paint, loose rust, mill scale or any substance that reduces bond.
- **Placing and Fixing:** Reinforcement shall be secured against displacement by tying with wire or clips, or by tack welding if permitted. Wire adjacent to exposed faces shall be 1.2 mm diameter stainless steel.
- **Cover:** Minimum cover shall be as shown or, if not indicated, as per table below. Cover shall be increased for surface treatments. Spacer blocks shall be made with 5 mm max aggregate, same strength as concrete, and tied to reinforcement with cast-in wire. Stools/chairs shall provide adequate support.

### 3.6. Stone Masonry

#### 3.6.1. Materials and Construction

Stone shall be sound, hard, clean, and taken out as nearly as possible to specified standard. Stones shall be set with natural beds near horizontal; interstices completely filled with mortar (stone: mortar ratio 60:40, mortar mix 1:3). Bond stones shall be staggered, measuring not less than 150×150 mm on face and 450 mm in length (or full wall thickness). Stones shall not be shifted after initial set; if adjustment needed, mortar shall be removed and replaced.

#### 3.6.2. Dressing and Cleaning

Stone shall be dressed to remove thin or weak portions. Face stones shall be cleaned of mortar stains immediately after laying.

#### 3.6.3. Pointing

Joints shall be finished as shown. For raked joints, mortar in exposed joints shall be raked out squarely to depth shown. For weather joints, beds shall be weather-struck, not flush. Top surface joints shall be slightly crowned for drainage.

In repair of existing masonry, deteriorated mortar shall be raked out, joints cleaned to full depth ( $\geq 75$  mm), dampened, and filled completely with cement mortar, packed solidly. Repointed joints shall match existing.

#### 3.6.4. Weep Holes

All walls and abutments shall be provided with weep holes at lowest points for free water outlet, spaced  $\leq 2$  m centers in staggered manner. Weep holes shall be  $\geq 50$  mm diameter PVC or approved pipe, extending full wall thickness, and provided with synthetic filter fabric.

### 3.7. Gabions

#### 3.7.1. Materials

- I. **Rock:** Stones for filling gabions shall be clean, hard, sound, durable, un weathered boulders or rock fragments.

Table 8: Allowable rock size limits for gabion works

Cage Depth (m)	Minimum (mm)	Maximum (mm)
0.2	75* or 95**	125
0.3	100	200
0.5	100	250
1	100	300

\*For 60×80 mm mesh; \*for 80×100 mm mesh.

At least 85% of rocks  $\geq$  minimum size.

- II. Wire:** Wire for gabion fabrication shall be to ASTM A 910, Grade 1010 or 1015, tensile strength  $\geq 350$  MPa. Cold drawn steel wire fabric to AASHTO M-55.
- III. Galvanizing:** Wire shall be galvanized to ASTM A 641 Class 3 coating, or aluminized to ASTM A 809 Class A heavy galvanized mild steel wire.

### 3.7.2. Construction

Gabions shall be assembled and placed as shown on the working drawings, filled with approved rock, and closed securely. Units shall be installed to lines and levels shown.

### 3.8. Plastering of Masonry Walls

Where shown, plastering shall be done with cement mortar (1:3 [cement: sand] by volume) to minimum 12 mm thickness. Surface shall be clean, dampened, and plaster applied and finished smooth.

### 3.9. Installation of Spindle Gates

#### 3.9.1. Materials

- **Derby Screen (Trash Rack):** Trash racks shall be furnished, assembled and installed including anchorage. Material shall be highest grade, free from defects, as classified on drawings.
- **Intake Gates:** Materials shall be as specified in the working drawings. Structural steel (gates, framework, spindle, angles, anchors, plates) shall be St-37 (DIN 17100) or ASTM A36. Anchor bolts shall be hot-dip galvanized with at least two nuts. Bronze bushings and suits shall be cast bronze. Rubber seals shall be SBR synthetic rubber, size and shape as shown; fixing bolts stainless steel.

#### 3.9.2. Installation

Gates, including seals, spindle, embedded steel works and sill assembly, shall be assembled and installed as shown, strictly following supplier's procedures

## 1. Inspection and Testing

The Contractor shall inspect and be satisfied with all materials and workmanship. No work shall be covered up without the written approval of the Project Manager. In addition to the Contractor's testing and inspection, the Contractor shall afford and facilitate access at all times

for the Project Manager's inspection and testing of materials and workmanship. Such inspection or approval by the Project Manager shall not relieve the Contractor of any of his duties and obligations under the Contract.

### Part 3

## Timeline

The timeline for the crossing structures, cattle trough and irrigation outlet Project outlines the key phases, milestones, and activities necessary for the successful completion of the project. It is structured to ensure that all tasks are completed efficiently and within the designated time frame. Below is a detailed breakdown of the project timeline, including the estimated duration for each phase.

**Table 1: Project timeline**

Phase	Months	Activities
<b>1. Site Preparation</b>	0.3	Clear and prepare the construction site, including access roads and staging areas.
<b>2. Mobilization</b>	0.5	Mobilize construction equipment and materials to the site.
<b>3. Construction Phase</b>	5	Begin construction of the crossing structures, cattle trough and irrigation outlet and other related structures.
<b>4. Monitoring</b>	0.5	Conduct regular site inspections and audits to ensure compliance with quality and safety standards.
<b>5. Final Inspection</b>	1	Conduct a final inspection of all completed works to ensure compliance with project specifications.
<b>Total</b>	7.3	

## **Environmental and Social Management Plan (ESMP) for Middle and Lower Awash Crossing Structures, Cattle Trough, and Irrigation Outlet Construction Project**

**(Details are provided in the attached Annex – I)**

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor’s personnel (including sub-contractors and day workers), Employer’s and Project Manager’s personnel, and affected persons.*

### **PAYMENT FOR ES REQUIREMENTS**

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

## Bills of Quantities

- **Lot I:** Construction of Structural works to Improve Community Mobility and Water Acces in Gewane, Gelalo, Haruka, and Dulecha of Middle Awash.

### Summary of LOT-I: Gewane, Gelalo, Harka and Dulecha

No	LOT Number	Total Amount (Birr)	Remark
1	LOT-I: Gewane, Gelalo, Harka and Dulecha		
<b>TOTAL (Birr)</b>			
<b>15% VAT</b>			
<b>Grand Total (Birr)</b>			

**Table 4: BoQ for Lot 1: Crossing Structures, Cattle Trough, Irrigation Outlet Construction and Flood Control Civil Works**

No	Description	Unit	No	Unit rate (Birr)	Total Amount (Birr)
<b>I. General Items</b>					
1	Mobilization of Manpower, materials and equipment to the construction site	Ls	1.00		
2	Demobilization of Manpower, materials and equipment from the construction site.	Ls	1.00		
3	Fabricate and erect a metallic project sign board for project identification including printing of the title and necessary project descriptions as per the engineer order	No.	1.00		
4	Providing survey control points and setting out of work for construction.	Ls	1.00		
6	Capacity building Training for community representatives responsible to maintain structures. (3 days for 10 community Representatives for Each structure)	Ls	1.00		
7	Implementation of Environmental and Social Management Plan (ESMP), including provision of PPE, dust suppression (water spraying), traffic management, and community safety measures.	Ls	1.00		

8	Supply Tool set and Welding Machine with all Accessories and 7.5KVA Generators require to maintain steel structures necessary project descriptions as per the engineer order	Woreda	4.00		
<i>Sub Total A</i>					
<b>II. Bridge Construction ( Seven steel Bridges)</b>					
<b>1</b>	<b><i>Earth work</i></b>				
1.1	Clearing of bush and trees for access road construction from the main road to the bridge site	m2	196,000.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications	m2	2,050.28		
1.3	Bulk excavation of ordinary soil for crossing bridge supporting structure upto 3 m depth for pads and 1 m depth for ramps and Gabion masonry structures including dewatering	m3	5,158.56		
1.4	Provide, fill and compact with Boulder/ Hard rock/ materials (average size of 50 cm -100 cm diameter)	m3	899.20		
1.5	Provide, fill and compact with selected material for the Ramps.	m3	1,066.17		
1.6	Disposal of surplus excavated material in spoil tips including transporting up to the appropriate distance within the mentioned length, which is 2 km , placing and levelling as per the specification including making and rectification after completion of the disposal area and access roads	m3	6,630.96		
<i>Total 1</i>					
<b>2</b>	<b><i>Reinforcement bars</i></b>				
	Provide, cut, bend and fix in position high yield reinforcement steel bar grade S-400 (400 mpa) to supports				
2.1	8 mm diameter	kg	4,727.75		
2.2	10 mm diameter	kg	2,148.95		
2.3	12 mm diameter	kg	3,928.74		
2.4	14 mm diameter	kg	10,280.07		
<i>Total 2</i>					
<b>3</b>	<b><i>Concrete work</i></b>				
<b>3.1</b>	<b><i>Construct 100 mm thick class C-10 lean concrete, under supporting structures</i></b>				
3.1.1	under wing walls	m2	251.12		
3.1.2	under concrete Foundation Pad	m2	320.00		
<b>3.2</b>	<b><i>Reinforced concrete class C-30</i></b>				
3.2.1	C-30 concrete (1:2:3) for pads and foundations including all forwork works	m3	757.68		

3.2.2	C-30 concrete (1:2:3) for ramps including all forwork works	m3	253.60		
3.2.3	Providing, placing, and compacting C 30 plum concrete mix ( 1:2:3 ) with 40% plums by volume embedded hard stone boulders (40%) of size 150–300 mm	m3	729.60		
3.2.4	Cement plaster (1:4)	m2	1,299.00		
<i>Total 3</i>					
<b>4</b>	<b><i>Masonry</i></b>				
4.1	Hammer- dressed stone masonry in cement mortar (1:4) for ramps	m3	1,942.55		
4.2	Hammer- dressed stone masonry in cement mortar (1:4) for Retaining wall	m3	510.77		
4.3	Hard core 25 cm thick	m2	614.40		
<i>Total 4</i>					
<b>5</b>	<b><i>Gabion Works</i></b>				
5.1	Supply, assemble and install galvanized 2m*1m*1m and 1m*1m*1m wire mesh gabion baskets, filled with approved hard angular stone, including foundation preparation, tying, and all necessary labor and materials, complete in place.	m3	828.00		
<b>6</b>	<b><i>Steel structures work for the truss system</i></b>				
<b><i>Provide, cut and fix in position as per the drawing and specifications using using 5460 structural steel including bolt and weld conections specified in the working drawings.</i></b>					
6.1	supply,Cutting, drilling and welding main longitudinal I-section girders Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (5 memembrs)	kg	117,600.00		
6.2	supply,Cutting, drilling and welding verticaln I-section Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (22 memembrs)	kg	48,720.00		
6.3	Supply and installation of mild steel plate 710 × 430× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings Grade S460 (or equivalent IS 2062 / ASTM A36) (50 plates)	kg	3,950.76		
6.4	Supply and installation of S-450 mild steel plate 850 × 850 × 30 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (12 plates)	kg	14,280.00		
6.5	Supply and installation of mild steel plate 610 × 230× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (88 plates)	kg	2,326.72		
6.6	supply,Cutting, drilling, and welding main transverse I-section Beams (UB 533 x 210 x 122) (24 memembrs)	kg	31,720.00		

6.7	M30 × 600mm Grade 8.8 Hot-Dip Galvanized J-Bolt with Heavy Hex Nuts (Grade 8) and Heavy Flat Washers (ISO 7094), complete set.	kg	2,237.76		
6.8	M16 × 120 mm Grade 8.8 Hot-Dip Galvanized Hexagon Head Bolt with Heavy Hex Nut (Grade 8) and Heavy Flat Washers (ISO 7094 / DIN 7349), complete set.	kg	1,965.60		
6.9	Supply and installation of 75×75×6mm Mild Steel Equal Angle, Grade S460 (or equivalent IS 2062 / ASTM A36), hot-dip galvanized finish to ASTM A123.	kg	2,769.52		
6.10	Supply and installation of RHS 120×80×4.0mm, Grade S460 (or equivalent EN 10219 / EN 10210)	kg	60,891.48		
6.11	Supply and installation of Mild Steel Plate 265 × 200 × 6mm, Grade S275JR (or equivalent IS 2062 / ASTM A36)	kg	1,020.00		
6.12	Supply and installation of Mild Steel Plate 355 × 100 × 6mm, Grade S460 (or equivalent IS 2062 / ASTM A36)	kg	85.17		
6.13	Mild Steel Equal Angle plate, size 200 x 200 x 30mm ,manufactured to EN 10056-1	kg	20,207.20		
6.14	Supply, fabrication, and installation of 2 m × 1 m × 6 mm thick mild steel chequered plate, including cutting, welding, fixing, and finishing, complete in place as per drawings.	m2	336.00		
6.15	1.5 inch diameter Galvanized Iron Pipes Horizontal rail at bridge entrance (Foundation level)	m	185.00		
6.16	1 inch diameter Galvanized Iron Pipes vertical rail at bridge entrance (Foundation level)	m	220.00		
6.17	2.5mm wire Mesh along the posts and rails	m2	504.00		
<i>Total 5</i>					
<i>Subtotal B</i>					
<b>III. IRRIGATION OUTLET</b>					
1	Access road to the site from the main road (approximate 6 km distance and 5 m width ) for clearing trees and bushes	m2	50,000.00		
2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications	m2	6,800.00		
3	Soil excavation for the construction of abutment and Guide bank	m3	1,184.56		
4	Remove and excavate the existing dyke materials to create a bypass for the irrigation canal.	m3	3,935.50		
5	Backfill and compact the excavated materials in layers, each with a maximum depth of 20 cm.	m3	2,847.50		

6	Backfill and compact with selected materials in layers, each with a maximum depth of 20 cm.	m3	1,271.14		
7	Construct masonry for the abutment, guide bank, and canal bed and banks using a 1:4 (cement:sand) mortar.	m3	1,171.42		
8	C-20 concrete work for the canal slab, including formwork.	m3	73.10		
9	Plastering for inside part of the canal from Intake to outlet section	m2	920.72		
10	12 mm diameter rebar work, including cutting, bending, and placing, for the canal cover.	kg	5,346.40		
11	Cutting and welding of 10 mm diameter rebars for the trash rack.	kg	477.10		
12	Construct and install an irrigation offtake gate (0.7 m × 0.8 m) in accordance with the drawings, including all angle irons, shafts, and spindles.	No	17.00		
<i>Subtotal C</i>					
<b>IV</b>	<b>Haruka, Gelehalo and Gewane Woredas Flood Control Civil Works</b>				
1	Construction and maintenance of temporary access roads to the site and within the project perimeter to facilitate heavy machinery movement.	m2	45,000		
2	Clearing of Bushes along the river route including 5m access on either side of the route	m2	177,450		
3	Dredging of sediment material from the river channel to the designed depths and widths, including clearing of debris and vegetation along riverbanks.	m3	243,360		
4	Maintain dyke embankments to specified geometric profiles, including required depths and widths as directed by the Engineer in Charge	m3	188,975		
5	Loading, hauling, and disposal of dredged sediment to an approved disposal site (average haulage distance to be specified).	m3	17,745		
<b><i>Subtotal D</i></b>					
<i>Total (Subtotal A + Subtotal B + Subtotal C + Subtotal D)</i>					

- **Lot II:** Construction of Structural works to Improve Community Mobility and Water Acces in Asayta and Afambo of Lower Awash.

### Summary of LOT-II: Asayta and Afambo

No	LOT Number	Total Amount (Birr)	Remark
1	LOT-II: Asayta and Afambo		
	<b>TOTAL (Birr)</b>		
	<b>15% VAT</b>		
	<b>Grand Total (Birr)</b>		

### Lot-II: Crossing Structures, Cattle Trough, and Irrigation Outlet Construction in Asayta

**Table 5: BoQ for (Lot 2: Crossing Structures, Cattle Trough, and Irrigation Outlet Construction in Asayta**

No	Description	Unit	No	Unit rate (Birr)	Total Amount (Birr)
<b>I. General Items</b>					
1	Mobilization of Manpower, materials and equipment to the construction site	Ls	1.00		
2	Demobilization of Manpower, materials and equipment from the construction site.	Ls	1.00		
3	Fabricate and erect metallic project sign board for project identification including printing of the title and necessary project descriptions as per the engineer order	No.	1.00		
4	Providing survey control points and setting out of work for construction.	Ls	1.00		
6	Capacity building Training for community representatives responsible for maintaining structures. (3 days for 10 community Representatives for Each structure)	Ls	1.00		
7	Supply Tool set and Welding Machine with all Accessories and 7.5KVA Generators required to maintain steel structures necessary project descriptions as per the engineer order	Wor eda	1.00		
<i>Sub Total-I</i>					
<b>II. Bridge Construction (Four steel Bridges)</b>					
<b>1</b>	<b>Earth work</b>				
1.1	Clearing of bush and trees for access road construction from the main road to the bridge site	m2	43,400.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees,	m2	1,263.64		

	boulders etc all according to the specifications				
1.3	Bulk excavation of ordinary soil for crossing bridge supporting structure upto 3 m depth for pads and 1 m depth for ramps and Gabion masonry structures including dewatering	m3	2,966.88		
1.4	Provide, fill and compact with Boulder/ Hard rock/ materials (average size of 50 cm -100 cm diameter)	m3	511.60		
1.5	Provide, fill and compact with selected material for the Ramps.	m3	673.47		
1.6	Disposal of surplus excavated material in spoil tips including transporting up to the appropriate distance within the mentioned length, which is 2 km , placing and levelling as per the specification including making and rectification after completion of the disposal area and access roads	m3	4,566.88		
<i>Total 1</i>					
<b>2</b>	<b>Reinforcement bars</b>				
	<b>Provide, cut, bend and fix in position high yield reinforcement steel bar grade S-400 (400 mpa) to supports</b>				
2.1	8 mm diameter	kg	3,251.49		
2.2	10 mm diameter	kg	1,427.53		
2.3	12 mm diameter	kg	2,809.36		
2.4	14 mm diameter	kg	4,985.81		
<i>Sub-total</i>					
<b>3</b>	<b>Concrete work</b>				
3.1	Construct 100 mm thick class C-10 lean concrete, under supporting structures				
3.1.1	under wing walls	m2	160.64		
3.1.2	under concrete Foundation Pad	m2	196.40		
<b>3.2</b>	<b>Reinforced concrete class C-30</b>				
3.2.1	C-30 concrete (1:2:3) for pads and foundations including all forwork works	m3	388.68		
3.2.2	C-30 concrete (1:2:3) for ramps including all forwork works	m3	172.48		
3.2.3	Providing, placing, and compacting C 30 plum concrete mix ( 1:2:3 ) with 40% plums by volume embedded hard stone boulders (40%) of size 150–300 mm	m3	316.80		
3.2.4	Cement plaster (1:4)	m2	770.00		
<i>Sub-total</i>					
<b>4</b>	<b>Masonry</b>				
4.1	Hammer- dressed stone masonry in cement mortar (1:4) for ramps	m3	1,397.99		
4.2	Hammer- dressed stone masonry in cement mortar (1:4) for Retaining wall	m3	279.55		
4.3	Hard core 25 cm thick	m2	434.40		
<i>Sub-total</i>					
<b>5</b>	<b>Gabion Works</b>				

5.1	Supply, assemble and install galvanized 2m*1m*1m and 1m*1m*1m wire mesh gabion baskets, filled with approved hard angular stone, including foundation preparation, tying, and all necessary labor and materials, complete in place.	m3	470.00		
6	Steel structures work for the truss system				
	<b>Provide, cut and fix in position as per the drawing and specifications using using 5460 structural steel including bolt and weld connections specified in the working drawings.</b>				
6.1	supply, Cutting, drilling and welding main longitudinal I-section girders Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (5 members)	kg	50,400.00		
6.2	supply, Cutting, drilling and welding vertical I-section Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (22 memebtrs)	kg	21,840.00		
6.3	Supply and installation of mild steel plate 710 × 430× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings Grade S460 (or equivalent IS 2062 / ASTM A36) (50 plates)	kg	1,353.00		
6.4	Supply and installation of S-450 mild steel plate 850 × 850 × 30 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (12 plates)	kg	8,160.00		
6.5	Supply and installation of mild steel plate 610 × 230× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (88 plates)	kg	898.96		
6.6	supply, Cutting, drilling, and welding main transverse I-section Beams (UB 533 x 210 x 122) (24 memebtrs)	kg	14,640.00		
6.7	M30 × 600mm Grade 8.8 Hot-Dip Galvanized J-Bolt with Heavy Hex Nuts (Grade 8) and Heavy Flat Washers (ISO 7094), complete set.	kg	1,278.72		
6.8	M16 × 120 mm Grade 8.8 Hot-Dip Galvanized Hexagon Head Bolt with Heavy Hex Nut (Grade 8) and Heavy Flat Washers (ISO 7094 / DIN 7349), complete set.	kg	1,022.00		
6.9	Supply and installation of 75×75×6mm Mild Steel Equal Angle, Grade S460 (or equivalent IS 2062 / ASTM A36), hot-dip galvanized finish to ASTM A123.	kg	1,194.70		
6.10	Supply and installation of RHS 120×80×4.0mm, Grade S460 (or equivalent EN 10219 / EN 10210)	kg	25,548.12		
6.11	Supply and installation of Mild Steel Plate 265 × 200 × 6mm, Grade S275JR (or equivalent IS 2062 / ASTM A36)	kg	305.00		
6.12	Supply and installation of Mild Steel Plate 355 × 100 × 6mm, Grade S460 (or equivalent IS 2062 / ASTM A36)	kg	36.74		
6.13	Mild Steel Equal Angle plate, size 200 x 200 x 30mm ,manufactured to EN 10056-1	kg	9,058.40		
6.14	Supply, fabrication, and installation of 2 m × 1 m × 6 mm thick mild steel chequered plate, including cutting, welding, fixing, and finishing, complete in place as per drawings.	m2	144.00		
6.15	1.5 inch diameter Galvanized Iron Pipes Horizontal rail at bridge entrance (Foundation level)	m	108.00		

6.16	1 inch diameter Galvanized Iron Pipes vertical rail at bridge entrance (Foundation level)	m	129.60		
6.17	2.5mm wire Mesh along the posts and rails	m2	216.00		
<i>Subtotal-II</i>					
<b>III. IRRIGATION OUTLET</b>					
	Access road to the site from the main road (approximate 15 km distance and 5 m width ) for clearing trees and bushes	m2	75,000.00		
1	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications	m2	24,000.00		
2	Soil excavation for the construction of abutment and Guide bank	m3	4,180.80		
3	Remove and excavate the existing dyke materials to create a bypass for the irrigation canal.	m3	13,890.00		
4	Backfill and compact the excavated materials in layers, each with a maximum depth of 20 cm.	m3	10,050.00		
5	Backfill and compact with selected materials in layers, each with a maximum depth of 20 cm.	m3	4,486.36		
6	Construct masonry for the abutment, guide bank, and canal bed and banks using a 1:4 (cement:sand) mortar.	m3	4,134.44		
7	C-20 concrete work for the canal slab, including formwork.	m3	258.00		
9	Plastering for inside part of the canal from Intake to outlet section	m2	3,249.60		
10	12 mm diameter rebar work, including cutting, bending, and placing, for the canal cover.	kg	18,869.66		
11.5	Cutting and welding of 10 mm diameter rebars for the trash rack.	kg	1,683.87		
12.9	Construct and install an irrigation offtake gate (0.7 m × 0.8 m) in accordance with the drawings, including all angle irons, shafts, and spindles.	No	60.00		
<i>Subtotal-III</i>					
<b>IV. CATTLE TROUGH RAMP</b>					
<b>1</b>	<b>Dyke reshaping for RAMP</b>				
1.1	Access road to the site from the main road (approximate 2 km distance and 6 m width) for clearing trees and bushes	m2	60,000.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications		10,000.00		
1.3	Excavating and removing the existing dyke to provide space for the construction of a cattle trough ramp.	m3	3,400.00		
1.4	Placing, compacting, and shaping the excavated dyke material for the construction of the cattle trough ramp.	m3	3,150.00		
1.5	Importing and compacting dyke fill material for the construction of a 2-meter-high embankment cattle watering ramp, with side slopes of 1:5 (V:H) on both the river side and land side, and a crest width of 4 meters, as shown in the working drawings.	m3	2,060.00		
<b>2</b>	<b>Ramp surfacing</b>				
2.1	Placing and compacting imported selected gravel wearing	m3	538.00		

	material for road fill to an average compacted depth of 20 cm.				
3	Retaining wall construction along the fence of the ramp				
3.1	Excavation (earthen material) for the construction of masonry retaining wall along the fence of the ramp	m3	300.00		
3.2	Compacted fill around masonry structure	m3	137.50		
3.3	Hardcore bedding as per the working drawing	m3	90.00		
3.4	C-15 lean concrete as per the working drawing	m3	15.00		
3.5	Masonry work as per the working drawing	m3	165.00		
<b>4</b>	<b>Fence for the ramp</b>				
4.1	Provide and install 1.5-inch diameter GI pipes as fence posts, placed at 1.5-meter center to center. Each post shall extend 1.5 meters above ground level and shall be embedded 0.5 meters into concrete.	m	610.00		
4.2	Provide and install 1.0-inch diameter GI pipes as horizontal fence members, spaced at 0.5 meters center-to-center. All horizontal pipes shall be properly welded to the vertical posts.	m	1,725.00		
<i>Subtotal-IV</i>					
<b>V. Gravity Cattle Trough</b>					
No	Description	UNIT	Qty	Rate	Amount
<b>1</b>	<b>Site clearing, excavation, and pipe instalation</b>				
1.1	Access road to the site from the main road (approximately 2 km distance and 6 m width) for clearing trees and bushes	m2	24,000.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications		4,000.00		
1.3	Excavation	m3	103.68		
1.4	Back Fill and Compacted with excavated materials	m3	103.68		
1.5	Supply and Install HDPE OD 90 mm PN-16 Pipe including but Welding	m	720.00		
1.6	OD 90 mm HDPE butt weld Flanged Adaptor with back ring	No	6.00		
1.7	OD 225 mm x 90 mm x 225 mm HDPE butt weld Reducer Tee	No	4.00		
1.8	DN 80mm Flanged Gate Valve	No	4.00		
1.9	Trust block 50 cm by 50 cm including, Excavation, formwork, rebar and concrete	LS	24.00		
<b>2</b>	<b>Valve chamber for cattle trough</b>				
2.1	Soil Excavation	m3	2.40		
2.2	Back Fill Around manhole	m3	2.88		
2.3	Leane Concrete	m2	3.46		
2.4	C-20 Concrete work for bed slab	m3	1.80		
2.5	Rebar work (bending, cutting and placing)	kg	427.10		
2.6	Form work	m2	23.04		
<b>3</b>	<b>Cattle trough</b>				
3.1	Soil Excavation	m3	176.90		
3.2	Selected material compacted backfill	m3	72.58		

3.3	Hard Core	m2	181.44		
3.4	C-20 Concrete cattle standing area	m3	14.40		
3.5	C-25 Concrete cattle trough wall and bed	m3	9.22		
3.6	Rebar (dia 12mm)	kg	645.12		
3.7	Form work	m2	99.46		
3.8	Cement screed for cattle trough for wall and floor mortar 1:1 ratio	m2	69.26		
3.9	Two coats of plastering for external walls of the cattle trough mortar 1:3 ratio	m2	57.46		
4	cattle trough Wash out with gate valve DN 80mm including other necessary materials	LS	2.00		
<i>Subtotal-V</i>					
<i>Total (Subtotal-I+ Subtotal-II + Subtotal-III+ Subtotal-IV + Subtotal-V)</i>					



## Lot-II: Crossing Structures, Cattle Trough, and Irrigation Outlet Construction *in Afambo*

**Table 6: BoQ for (Lot 2: Crossing Structures, Cattle Trough, and Irrigation Outlet Construction in Afambo**

No	Description	Unit	No	Unit rate (Birr)	Total Amount (Birr)
<b>I. General Items</b>					
1	Mobilization of Manpower, materials and equipment to the construction site	Ls	1.00		
2	Demobilization of Manpower, materials and equipment from the construction site.	Ls	1.00		
3	Fabricate and erect metallic project sign board for project identification including printing of the title and necessary project descriptions as per the engineer order	No.	1.00		
4	Providing survey control points and setting out of work for construction.	Ls	1.00		
6	Capacity building Training for community representatives responsible to maintain structures. (3 days for 10 community Representatives for Each structure)	Ls	1.00		
7	Supply Tool set and Welding Machine with all Accessories and 7.5KVA Generators require to maintain steel structures necessary project descriptions as per the engineer order	Wor eda	1.00		
<i>Sub Total-I</i>					
<b>II. Bridge Construction (Four steel Bridges)</b>					
<b>1</b>	<b>Earth work</b>				
1.1	Clearing of bush and trees for access road construction from the main road to the bridge site	m2	60,900.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications	m2	1,307.04		
1.3	Bulk excavation of ordinary soil for crossing bridge supporting structure upto 3 m depth for pads and 1 m depth for ramps and Gabion masonry structures including dewatering	m3	3,408.44		
1.4	Provide, fill and compact with Boulder/ Hard rock/ materialls (average size of 50 cm -100 cm diameter)	m3	614.00		
1.5	Provide, fill and compact with selected material for the Ramps.	m3	741.02		
1.6	Disposal of surplus excavated material in spoil tips including transporting up to the appropriate distance within the mentioned length, which is 2 km , placing and levelling as per the specification including making and rectification after completion of the disposal area and access roads	m3	5,008.44		
<i>Total I</i>					
<b>2</b>	<b>Reinforcement bars</b>				
	Provide, cut, bend and fix in position high yield				

	reinforcement steel bar grade S-400 (400 mpa) to supports				
2.1	8 mm diameter	kg	2,995.60		
2.2	10 mm diameter	kg	1,147.16		
2.3	12 mm diameter	kg	2,509.24		
2.4	14 mm diameter	kg	5,567.15		
<i>Sub-total</i>					
<b>3</b>	<b>Concrete work</b>				
3.1	Construct 100 mm thick class C-10 lean concrete, under supporting structures				
3.1.1	under wing walls	m2	160.64		
3.1.2	under concrete Foundation Pad	m2	198.80		
<b>3.2</b>	<b>Reinforced concrete class C-30</b>				
3.2.1	C-30 concrete (1:2:3) for pads and foundations including all forwork works	m3	418.92		
3.2.2	C-30 concrete (1:2:3) for ramps including all forwork works	m3	178.40		
3.2.3	Providing, placing, and compacting C 30 plum concrete mix ( 1:2:3 ) with 40% plums by volume embedded hard stone boulders (40%) of size 150–300 mm	m3	331.20		
3.2.4	Cement plaster (1:4)	m2	760.00		
<i>Sub-total</i>					
<b>4</b>	<b>Masonry</b>				
4.1	Hammer- dressed stone masonry in cement mortar (1:4) for ramps	m3	1,467.49		
4.2	Hammer- dressed stone masonry in cement mortar (1:4) for Retaining wall	m3	300.00		
4.3	Hard core 25 cm thick	m2	454.00		
<i>Sub-total</i>					
<b>5</b>	<b>Gabion Works</b>				
5.1	Supply, assemble and install galvanized 2m*1m*1m and 1m*1m*1m wire mesh gabion baskets, filled with approved hard angular stone, including foundation preparation, tying, and all necessary labor and materials, complete in place.	m3	470.00		
<b>6</b>	<b>Steel structures work for the truss system</b>				
	<b>Provide, cut and fix in position as per the drawing and specifications using using 5460 structural steel including bolt and weld conections specified in the working drawings.</b>				
6.1	supply,Cutting, drilling and welding main longitudinal I-section girders Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (5 memebres)	kg	58,800.00		
6.2	supply,Cutting, drilling and welding verticaln I-section	kg			

	Universal Beam (UB) 610×230×140, Grade S460 (or equivalent EN 10025-2) (22 memebhrs)		24,360.00		
6.3	Supply and installation of mild steel plate 710 × 430× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings Grade S460 (or equivalent IS 2062 / ASTM A36) (50 plates)	kg	2,083.62		
6.4	Supply and installation of S-450 mild steel plate 850 × 850 × 30 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (12 plates)	kg	8,160.00		
6.5	Supply and installation of mild steel plate 610 × 230× 6 mm thick, including cutting, handling, fixing, and finishing, complete in place as per drawings (88 plates)	kg	978.28		
6.6	supply,Cutting, drilling, and welding main transverse I-section Beams (UB 533 x 210 x 122) (24 memebhrs)	kg	16,104.00		
6.7	M30 × 600mm Grade 8.8 Hot-Dip Galvanized J-Bolt with Heavy Hex Nuts (Grade 8) and Heavy Flat Washers (ISO 7094), complete set.	kg	1,278.72		
6.8	M16 × 120 mm Grade 8.8 Hot-Dip Galvanized Hexagon Head Bolt with Heavy Hex Nut (Grade 8) and Heavy Flat Washers (ISO 7094 / DIN 7349), complete set.	kg	1,022.00		
6.9	Supply and installation of 75×75×6mm Mild Steel Equal Angle, Grade S460 (or equivalent IS 2062 / ASTM A36), hot-dip galvanized finish to ASTM A123.	kg	1,357.61		
6.10	Supply and installation of RHS 120×80×4.0mm, Grade S460 (or equivalent EN 10219 / EN 10210)	kg	30,349.80		
6.11	Supply and installation of Mild Steel Plate 265 × 200 × 6mm, Grade S275JR (or equivalent IS 2062 / ASTM A36)	kg	500.00		
6.12	Supply and installation of Mild Steel Plate 355 × 100 × 6mm, Grade S460 (or equivalent IS 2062 / ASTM A36)	kg	41.75		
6.13	Mild Steel Equal Angle plate, size 200 x 200 x 30mm ,manufactured to EN 10056-1	kg	10,103.60		
6.14	Supply, fabrication, and installation of 2 m × 1 m × 6 mm thick mild steel chequered plate, including cutting, welding, fixing, and finishing, complete in place as per drawings.	m <sup>2</sup>	168.00		
6.15	1.5 inch diameter Galvanized Iron Pipes Horizontal rail at bridge entrance (Foundation level)	m	108.00		
6.16	1 inch diameter Galvanized Iron Pipes vertical rail at bridge entrance (Foundation level)	m	129.60		
6.17	2.5mm wire Mesh along the posts and rails	m <sup>2</sup>	252.00		
<i>Subtotal-II</i>					
<b>III. IRRIGATION OUTLET</b>					
1	Access road to the site from the main road (approximate 15 km distance and 5 m width ) for clearing trees and bushes	m <sup>2</sup>	75,000.00		
2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications	m <sup>2</sup>	24,000.00		
3	Soil excavation for the construction of abutment and	m <sup>3</sup>			

	Guide bank		4,180.80		
4	Remove and excavate the existing dyke materials to create a bypass for the irrigation canal.	m <sup>3</sup>	13,890.00		
5	Backfill and compact the excavated materials in layers, each with a maximum depth of 20 cm.	m <sup>3</sup>	10,050.00		
6	Backfill and compact with selected materials in layers, each with a maximum depth of 20 cm.	m <sup>3</sup>	4,486.36		
7	Construct masonry for the abutment, guide bank, and canal bed and banks using a 1:4 (cement:sand) mortar.	m <sup>3</sup>	4,134.44		
8	C-20 concrete work for the canal slab, including formwork.	m <sup>3</sup>	258.00		
9	Plastering for inside part of the canal from Intake to outlet section	m <sup>2</sup>	3,249.60		
10	12 mm diameter rebar work, including cutting, bending, and placing, for the canal cover.	kg	18,869.66		
11	Cutting and welding of 10 mm diameter rebars for the trash rack.	kg	1,683.87		
12	Construct and install an irrigation offtake gate (0.7 m × 0.8 m) in accordance with the drawings, including all angle irons, shafts, and spindles.	No	60.00		
<i>Subtotal-III</i>					
<b>IV. CATTLE TROUGH RAMP</b>					
<b>1</b>	<b>Dyke reshaping for RAMP</b>				
1.1	Access road to the site from the main road (approximate 2 km distance and 6 m width) for clearing trees and bushes	m <sup>2</sup>	60,000.00		
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications		10,000.00		
1.3	Excavating and removing the existing dyke to provide space for the construction of a cattle trough ramp.	m <sup>3</sup>	3,400.00		
1.4	Placing, compacting, and shaping the excavated dyke material for the construction of the cattle trough ramp.	m <sup>3</sup>	3,150.00		
1.5	Importing and compacting dyke fill material for the construction of a 2-meter-high embankment cattle watering ramp, with side slopes of 1:5 (V:H) on both the river side and land side, and a crest width of 4 meters, as shown in the working drawings.	m <sup>3</sup>	2,060.00		
<b>2</b>	<b>Ramp surfacing</b>				
2.1	Placing and compacting imported selected gravel wearing material for road fill to an average compacted depth of 20 cm.	m <sup>3</sup>	538.00		
<b>3</b>	<b>Retaining wall construction along the fence of the ramp</b>				
3.1	Excavation (earthen material) for the construction of masonry retaining wall along the fence of the ramp	m <sup>3</sup>	300.00		
3.2	Compacted fill around masonry structure	m <sup>3</sup>	137.50		
3.3	Hardcore bedding as per the working drawing	m <sup>3</sup>	90.00		
3.4	C-15 lean concrete as per the working drawing	m <sup>3</sup>	15.00		
3.5	Masonry work as per the working drawing	m <sup>3</sup>	165.00		

<b>4</b>	<b>Fence for the ramp</b>					
4.1	Provide and install 1.5-inch diameter GI pipes as fence posts, placed at 1.5-meter center to center. Each post shall extend 1.5 meters above ground level and shall be embedded 0.5 meters into concrete.	m	610.00			
4.2	Provide and install 1.0-inch diameter GI pipes as horizontal fence members, spaced at 0.5 meters center-to-center. All horizontal pipes shall be properly welded to the vertical posts.	m	1,725.00			
<i>Subtotal-IV</i>						
<b>V. Gravity Cattle Trough</b>						
<b>1</b>	<b>Site clearing, excavation, and pipe instalation</b>					
1.1	Access road to the site from the main road (apprximate 2 km distance and 6 m width) for clearing trees and bushes	m2	24,000.00			
1.2	Clearing and stripping of construction area of crossing structure to formation level on completion but not less than 200 mm, which includes clearing of bushes and trees, boulders etc all according to the specifications		4,000.00			
1.3	Excavation	m3	103.68			
1.4	Back Fill and Compacted with excavated materials	m3	103.68			
1.5	Supply and Install HDPE OD 90 mm PN-16 Pipe including but Welding	m	720.00			
1.6	OD 90 mm HDPE butt weld Flanged Adaptor with back ring	No	6.00			
1.7	OD 225 mm x 90 mm x 225 mm HDPE butt weld Reducer Tee	No	4.00			
1.8	DN 80mm Flanged Gate Valve	No	4.00			
1.9	Trust block 50 cm by 50 cm including, Excavation, formwork, rebar and concrete	LS	24.00			
<b>2</b>	<b>Valve chamber for cattle trough</b>					
2.1	Soil Excavation	m3	2.40			
2.2	Back Fill Around manhole	m3	2.88			
2.3	Leane Concrete	m2	3.46			
2.4	C-20 Concrete work for bed slab	m3	1.80			
2.5	Rebar work (bending, cutting and placing)	kg	427.10			
2.6	Form work	m2	23.04			
<b>3</b>	<b>Cattle trough</b>					
3.1	Soil Excavation	m3	176.90			
3.2	Selected material compacted backfill	m3	72.58			
3.3	Hard Core	m2	181.44			

3.4	C-20 Concrete cattle standing area	m3	14.40		
3.5	C-25 Concrete cattle trough wall and bed	m3	9.22		
3.6	Rebar (dia 12mm)	kg	645.12		
3.7	Form work	m2	99.46		
3.8	Cement screed for cattle trough for wall and floor mortar 1:1 ratio	m2	69.26		
3.9	Two coats of plastering for external walls of the cattle trough mortar 1:3 ratio	m2	57.46		
4	cattle trough Wash out with gate valve DN 80mm including other necessary materials	LS	2.00		
<i>Subtotal-V</i>					
<i>Total (Subtotal-I+ Subtotal-II + Subtotal-III+ Subtotal-IV + Subtotal-V)</i>					

## **Drawings**

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

## **PART 3 – Conditions of Contract and Contract Forms**

### **Section VIII - General Conditions of Contract**

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

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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## General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
  - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
  - (d) Bank means the financing institution **named in the PCC**.
  - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
  - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
  - (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
  - (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
  - (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
  - (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
  - (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - (l) Days are calendar days; months are calendar months.
  - (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - (n) A Defect is any part of the Works not completed in accordance with the Contract.
  - (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
  - (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
  - (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
  - (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
  - (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
  - (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
  - (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
  - (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the

- Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
  - (aa) The Site is the area **defined as such in the PCC**.
  - (ab) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
  - (ac) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
  - (ad) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
  - (ae) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
  - (af) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
  - (ag) A Variation is an instruction given by the Project Manager which varies the Works.
  - (ah) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
  - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
  - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
    - (a) Agreement,
    - (b) Letter of Acceptance,
    - (c) Contractor's Bid,
    - (d) Particular Conditions of Contract,
    - (e) General Conditions of Contract, including Appendices,
    - (f) Specifications,
    - (g) Drawings,
    - (h) Bill of Quantities,<sup>1</sup> and
    - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
  - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when
    - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
    - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager

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

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

**14. Site Data**

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

**15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

**16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

**17. Approval by the Project Manager**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

**18. Safety and Protection of the Environment**

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

**19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.

**20. Possession of the Site**

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

**21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**22. Instructions, Inspections**

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

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and

- and Audits** subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (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).]
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **B. Time Control**

- 26. Program**
- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated

- Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 27. Extension of the Intended Completion Date**
- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28. Acceleration**
- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 31. Early Warning**
- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the

quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

### **C. Quality Control**

- 32. Identifying Defects**      32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 33. Tests**                      33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 34. Correction of Defects**      34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 35. Uncorrected Defects**      35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

### **D. Cost Control**

- 36. Contract Price<sup>2</sup>**              36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price<sup>3</sup>**      37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 38. Variations**
- 38.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup>
- 38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
  - (c) a description of any effect(s) of the change on performance/functionality.
- 39. Cash Flow Forecasts**
- 39.1 When the Program,<sup>6</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 40. Payment**
- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified

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<sup>6</sup> In lump sum contracts, add "or Activity Schedule" after "Program."

- Certificates** previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 41. Payments**
- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 42. Compensation Events**
- 42.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
-

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 43. Tax** 43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
- 44. Currencies** 44.1 Where payments are made in currencies other than the currency of the Employer's Country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 45. Price Adjustment** 45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

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

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a

specific currency “c.”

$A_c$  and  $B_c$  are coefficients<sup>8</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

$I_{mc}$  is the index prevailing at the end of the month being invoiced and  $I_{oc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

**46. Retention** 46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

**47. Liquidated Damages** 47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

**48. Bonus** 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

**49. Advance Payment** 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the

<sup>8</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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

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

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

**50. Securities** 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

**51. Dayworks** 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

**52. Cost of Repairs** 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. Finishing the Contract**

**53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that

the whole of the Works is completed.

- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
  - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) the Contractor does not maintain a Security, which is required;
  - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
  - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

- 57.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

## **APPENDIX A TO GENERAL CONDITIONS**

### **Fraud and Corruption** *(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> 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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<sup>1</sup> 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.

<sup>2</sup> 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.

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

## APPENDIX B

### Environmental and Social, (SH)

#### 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.

## APPENDIX C

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

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

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

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

Contract reference *[insert contract reference]*

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

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p>

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

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_



## Section IX - Particular Conditions of Contract

<b>A. General</b>										
<b>GCC 1.1 (d)</b>	The financing institution is: IDA Grant									
<b>GCC 1.1(h)</b>	The contractor's name: <b>to be filled</b> Address: city ----- Country----- Telephone No. -----Email-----									
<b>GCC 1.1 (r)</b>	The Employer's name: <b>Ministry of Water and Energy</b> Attention; <b>Mr. Motuma Mekasa, Water Resource Management Sector, State Minister</b> City: <b>Addis Ababa</b> Country: <b>Ethiopia</b> Phone No. <b>251- 116898006</b> Email: <a href="mailto:sifanmoti@gmail.com">sifanmoti@gmail.com</a>									
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b>220</b> days									
<b>GCC 1.1 (y)</b>	The Project Manager is: <b>to be assigned during contract signing</b>									
<b>GCC 1.1 (aa)</b>	The Sites are located at: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Lots</th> <th style="width: 45%;">Description of Works</th> <th style="width: 40%;">Location of the Project</th> </tr> </thead> <tbody> <tr> <td>Lot I</td> <td> <ul style="list-style-type: none"> <li>Construction of Structural works to Improve Community Mobility and Water Acces in Gewane, Gelalo, Haruka, and Dulecha of Middle Awash.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>Gewane, Gelealo, Haruka and Dulecha woredas of Afar Region; project site average distance 400_KM from Addis Ababa</li> </ul> </td> </tr> <tr> <td>Lot II</td> <td> <ul style="list-style-type: none"> <li>Construction of Structural works to Improve Community Mobility and Water Acces in Asayta and Afambo of Lower Awash.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>Asayta and Afambo woredas of Afar Region; project site average distance 678KM from Addis Ababa</li> </ul> </td> </tr> </tbody> </table>	Lots	Description of Works	Location of the Project	Lot I	<ul style="list-style-type: none"> <li>Construction of Structural works to Improve Community Mobility and Water Acces in Gewane, Gelalo, Haruka, and Dulecha of Middle Awash.</li> </ul>	<ul style="list-style-type: none"> <li>Gewane, Gelealo, Haruka and Dulecha woredas of Afar Region; project site average distance 400_KM from Addis Ababa</li> </ul>	Lot II	<ul style="list-style-type: none"> <li>Construction of Structural works to Improve Community Mobility and Water Acces in Asayta and Afambo of Lower Awash.</li> </ul>	<ul style="list-style-type: none"> <li>Asayta and Afambo woredas of Afar Region; project site average distance 678KM from Addis Ababa</li> </ul>
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<b>GCC 1.1 (dd)</b>	The Start Date shall be:15 days after the signing of the contract									
<b>GCC 1.1 (hh)</b>	The Works consists of Structural works Construction On Flood Protection Projects to Improve Community Mobility and Water Access in the Middle and Lower Awash, in Various Lots within the Afar Region.									
<b>GCC 1.1 (ii)</b>	The following is added as GCC 1.1. (ii) “ES” means environmental, social (including sexual exploitation and abuse (SEA) and sexual harassment (SH)),									
<b>GCC 2.2</b>	Sectional Completions are Applicable:  For fully functional component (s) completed as per the design requirements. But retention & completion certificate shall be released upon substantial completion of the whole works									
<b>GCC 3.1</b>	The language of the contract is <i>English</i> . The language shall be that of the Bid. The law that applies to the Contract is the <b>Law of the Federal Democratic Republic of Ethiopia</b> .									

<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities by getting prior written consent from the employer
<b>GCC 8.1</b>	Schedule of other contractors: Not applicable
<b>GCC 9.1</b>	<p><b>Key Personnel</b> GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.</p>
<b>GCC 9.2</b>	<p><b>Code of Conduct (SH)</b> The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behavior which breaches the Code of Conduct (SH) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For loss or damage to the Works, Plant and Materials: <b>110% of cost of work, plant &amp; materials.</b></p> <p>(b) For loss or damage to Equipment Material: <b>110% of cost of equipment</b></p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <b>Materials 100% of that contract amount</b></p> <p>(d) For personal injury or death:</p> <p>(i) of the Contractor’s employees: <b>as per the applicable law of Ethiopia</b></p> <p>(ii) of other people: <b>as per the applicable law of Ethiopia.</b></p>
<b>GCC 14.1</b>	<p>Site Data are: Site Data are: the following data pertinent to the site can be collected from the client:</p> <p>(a) the coordinates and survey profile of river basin</p> <p>(b) the site and villages maps</p> <p>and any useful information to help the bid accuracy</p>
<b>GCC 16.1 (add new 16.2)</b>	<p><b>ES Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (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 Project Manager is satisfied that appropriate measures are in place to address environmental, and social, risks and impacts. At a</p>

	<p>minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ES risks and impacts of ongoing works.</p> <p>These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture).</p> <p>The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: 5 days after signing of the contract for a portion of the site needed to commence the works and from time to time thereafter based on the approved work program.
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: shall be appointed jointly by the employer and the contractor at the time of the Employer's issuance of the Letter of Acceptance.
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A
<b>GCC 24.4</b>	Institution whose arbitration procedures shall be used: <b>Addis Ababa Chamber of commerce</b> . The place of arbitration shall be: <b>Addis Ababa</b>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within 10 days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	<p>The period between Program updates is 21 days.</p> <p>The amount to be withheld for late submission of an updated Program is, ETB 100,000.00 from the next payment certificate and continues withhold until the next payment in which the overdue program has been submitted.</p> <p>The period for submission of progress reports is 30 days</p>
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <b>365</b> days after provisional acceptance.
<b>D. Cost Control</b>	

<b>GCC 38.2</b>	At the end of 38.2 add after the first sentence: “The Contractor shall also provide information of any ES risks and impacts of the Variation.”
<b>GCC 38.7</b>	In the first paragraph insert new sub-paragraph (d): “(d) a description of the proposed work to be performed, a programme for its execution & sufficient ES information to enable an evaluation of ES risks & impacts;”
<b>GCC 40</b>	Add new GCC 40.7:  40.7 if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:  (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;  (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;  (iii) failure to implement the C-ESMP
<b>GCC 44.1</b>	The currency of the Employer’s Country is ETB
<b>GCC 45.1</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 45,
<b>GCC 46.1</b>	The proportion of payments retained is: <b>5 percent only from Work payment &amp;</b> shall be reduced to <b>2.5%</b> at the time of provisional acceptance the contractor may substitute retention money with ‘ on demand’ unconditional Bank Guarantee.
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are <b>0.1%</b> (percent) of the contract price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
<b>GCC 48.1</b>	The Bonus for the whole of the Works is. <b>NA</b>
<b>GCC 49.1</b>	The Advance Payments shall be: <b>10% of the contract Price</b> and shall be paid to the Contractor no later than 28 days after contract signature upon submission of unconditional advance payment guarantee. <ul style="list-style-type: none"> <li>• The amount of the advance payment shall be progressively reduced by the amounts repaid by the Contractor of Work payment &amp; shall be setoff prior to 80% of Interim Payment.</li> <li>• Interim Payments for the works will be made based on monthly measurements and</li> </ul>

	<p>certifications by the Project Manager.</p> <ul style="list-style-type: none"> <li>The minimum expected value of interim payment value shall be greater than equal to 5 % (five percent) of the Contract Amount.</li> </ul>
<b>GCC 50.1</b>	An Environmental and social (ES) Performance Security <b>shall not</b> be provided to the Employer.
<b>GCC 50.1</b>	<p>The Performance Security amount is:</p> <p>(a) Performance Security – unconditional Bank Guarantee: in the amount(s) 10 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 30 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>The Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i></p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is <b>within 30 days after final completion.</b></p> <p>The date by which “as built” drawings are required is <b>within 30 days before provisional acceptance.</b></p>
<b>GCC 56.2</b>	The amount to be withheld by project manager due to failure of contractor to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is ETB: 200,000.00
<b>GCC 57.2 (g)</b>	The maximum number of days is: 54 days
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20%.</b>

## Section X - Contract Forms

### Table of 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.]***

***[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 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 Bid]*

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**3. Reason/s why your Bid was unsuccessful**

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

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

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

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

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

**Email address:** [insert email address]

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

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall

promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the 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 \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (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](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] 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 as stated in Section 4 above.

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

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO 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.:** *[insert number of RFB process]*

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

**To:** *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) We hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares  (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder  (Yes / No)
<i>[include full name (last, middle, first), nationality, country]</i>			

<i>of residence]</i>			
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**OR**

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *[date]* .....

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

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

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

You are requested to furnish (i) the Performance Security and an Environmental, Social, Health and Safety Performance Security *[Delete ESHS Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ESHS Performance Security Form, *[Delete reference to the ESHS Performance Security Form if it is not required under the contract]* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X - Contract Forms, of the bidding document.

***[Choose one of the following statements:]***

We accept that \_\_\_\_\_ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator.

***[or]***

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos \_\_\_\_\_ (if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities;<sup>1</sup> and

(i) any other document **listed in the PCC** as forming part of the Contract;

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.

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<sup>1</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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*[signature(s)]*

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

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Performance Security - Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Contractor”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligee (hereinafter called “the Employer”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, for [*name of contract and brief description of Works*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Environmental, Social, Health and Safety (ESHS) Performance Security

### ESHS Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *[Insert date of issue]*

**ESHS 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 \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded

\_\_\_\_\_  
*[signature(s)]*

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

<sup>1</sup> *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.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

# Advance Payment Security

## Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> 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.

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<sup>1</sup> *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 *[insert number]* at *[insert name and address of Applicant's bank]*.

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

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*[signature(s)]*

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

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<sup>2</sup> *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."*