

STANDARD PROCUREMENT DOCUMENT

Request for Bids Works

Civil Works for Construction of Agri-Food Platform (AFP) in Gazi Baba, Skopje

Two-envelope with Rated Criteria



April 15th, 2026

Request for Bids

Works - Procurement of Civil Works for Construction of Agri-Food Platform (AFP) in Gazi Baba, Skopje

(Two-envelope Bidding Process, Without Prequalification)

Employer: Ministry of Agriculture, Forestry and Water Economy

Project: Agriculture Modernization Project

Contract title: Procurement of Civil Works for Construction of Agri-Food Platform (AFP) in Gazi Baba, Skopje

Country: Republic of North Macedonia

Loan No. /Credit No. / Grant No.: IBRD 9037MK

RFB No: AMP-W-RFB-SC1.2-1

Issued on: 2026/04/15

1. The Republic of North Macedonia has received financing from the World Bank toward the cost of the Agriculture Modernization Project and intends to apply part of the proceeds toward payments under the contract for Civil works for Construction of Agri-Food Platform (AFP) in Gazi Baba, Skopje.
2. The Ministry of Agriculture, Forestry and Water Economy now invites sealed Bids from eligible bidders for the Civil Works for Construction of the Agri-Food Platform (AFP) in Gazi Baba, Skopje. The contract includes the full execution of works covering architectural, structural, mechanical, electrical, water supply and sewerage, road and traffic arrangements, horticultural landscaping, photovoltaic installations, and all ancillary facilities necessary for the operationalization of the AFP wholesale market complex.
The project site is located within the Economic Zone in the Municipality of Gazi Baba, Skopje, strategically situated between the Hypodrom and Singelik interchanges along the Skopje Ring Road.
No margin of preference shall apply.
The construction works shall commence immediately upon obtaining the Building Permit and must be completed within fifteen (15) months from the date of site handover (commencement).
3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers-

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- ” Sixth Edition, February 2025 (“Procurement Regulations”) and is open to all eligible Bidders.
4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): 50% and for the Bid cost: 50%.
 5. Interested Bidders may obtain further information from Agriculture Modernization Project on the following e-mail: procurement@amp.mk and inspect the bidding document during office hours 0800 to 1600 CEST (GMT+2) at the address given below Aminta Treti Street, No. 2, 1000, Skopje, Republic of North Macedonia.
 6. The bidding document in English may be obtained by eligible Bidders upon submission of a written application to the address below. The bidding document shall be provided free of charge. Upon receipt of the written request, the Employer will transmit the bidding document and accompanying documentation electronically to the interested Bidder.
 7. Bids must be delivered to the address below Aminta Treti Street, No, 2, 1000, Skopje, Republic of North Macedonia on or before June 04, 2026, 12:00 p.m local time. Electronic bidding will not be permitted. Late Bids will be rejected. The outer Bid envelopes marked “ORIGINAL BID,” and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below on June 04 2026, 12:00 p.m local time. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.
 8. All Bids must be accompanied by a: (i) Bid Security of 300,000.00 EUR and (ii) Local Labour Method Statement
 9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
 10. The address (es) referred to above is (are):

Agriculture Modernization Project
Ms. Ana Gaceva, Procurement Specialist
Aminta Treti Street, No. 2, 1000, Skopje,
Republic of North Macedonia
procurement@amp.mk
www.amp.mk

Request for Bids Works

Procurement of: Civil Works for Construction of Agri-Food Platform (AFP) in Gazi Baba, Skopje

Employer: Ministry of Agriculture, Forestry and Water Economy

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

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

1.2 Throughout this bidding document:

the term **“in writing”** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, **“singular”** means **“plural”** and vice versa;

“Day” means calendar day, unless otherwise specified as a **“Business Day.”** A **“Business Day”** is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;

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

“Sexual Exploitation and Abuse” “(SEA)” means the following:

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

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

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

“**Contractor’s Personnel**” is as defined in Sub-Clause 1.1.17 of the General Conditions; and

“**Employer’s Personnel**” is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination

of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the

preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal–Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment, and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be

read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders

who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid

meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID.”
- 11.2 The Technical Part shall contain the following:
- (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;

- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;
- (f) Conformity: a technical proposal in accordance with ITB 16;
- (g) Local Labour Method Statement in accordance with ITB 16 and Section IV, Bidding Forms; and
- (h) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document required **in the BDS**.

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

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

11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and

submitted with the Bid, together with a copy of the proposed Agreement.

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

12. Letters of Bid and Schedules

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

13. Alternative Bids

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

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

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

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

14. Bid Prices and Discounts

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

- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

- 15. Currencies of Bid and Payment**
- 15.1 The currency (ies) of the Bid and the currency (ies) of payments shall be the same and shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 15.3 Subject to ITB15.2, the Bidder shall among other relevant factors, take into consideration the local labour requirements, specified in ITB 16.2 when specifying (i) its local and foreign currency requirements, and (ii) the weightings (and corresponding amounts) in the Table of Adjustment Data in Section IV- Bidding Forms, as applicable.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work’s requirements and the completion time.
- 16.2 Unless otherwise specified in the BDS the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour¹; and (ii) submit the Local Labour Method Statement.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.
- 17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.

¹ Local labour excludes Contractor’s foreign personnel. Foreign personnel who are already working in the Borrower’s country on another project/contract shall also not be treated as local labour.

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

Subcontractors

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

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

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

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

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance

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

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable price** contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

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

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

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

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

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

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

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.6.

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

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

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

20. Format and Signing of Bid

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

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

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

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

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

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original BID.” In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART.” Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART.” The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES.” In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

21.4 All inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

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

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the

date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: Financial PART” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the

separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART;”
 - (c) if applicable, any alternative Bid- Technical Part;
 - (d) the presence or absence of a Bid Security if one was required.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids- General Provisions

26. Confidentiality

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.
- 29. Nonmaterial Nonconformities**
- 29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- G. Evaluation of Technical Part of Bids**
- 30. Determination of Responsiveness of Technical Part**
- 30.1 The Employer’s determination of the Technical Part’s responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

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

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding document, the Employer's rights, or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

31. Eligibility and Qualifications of the Bidder

31.1 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

31.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer

will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor

- 31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.
- 32. Detailed Evaluation of Technical Part**
- 32.1 The Employer’s evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors if any) are specified **in the BDS**.

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

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

- (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
 - (c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.
- 33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.
- 33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.

- 33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
 - (b) the Bid price, per lot (contract) if applicable, including any discounts; and
 - (c) if applicable, any Alternative Bid – Financial Part.
- 33.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Part of Bids

34. Adjustments for Non-material Nonconformities

- 34.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.

35. Correction of Arithmetic Errors

- 35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in

which case the amount in figures shall prevail subject to (a) and (b) above.

- 35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.
- 36. Conversion to Single Currency and Margin of Preference**
- 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**.
- 36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders² shall not apply
- 37. Evaluation Process, Financial Parts**
- 37.1 To evaluate the Financial Part, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork³ items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;
 - (f) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

² An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

³ Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

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

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

38. Abnormally Low Bids

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

38.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.

38.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

39. Unbalanced or Front Loaded Bids

39.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
- (c) reject the Bid.

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

- 40. Evaluation of combined Technical and Financial Parts** 40.1 The Employer’s evaluation of responsive Bids will take into account technical factors, in addition to costfactors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).
- 41. Most Advantageous Bid** 41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
- 42. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** 42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 43. Standstill Period** 43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 44. Notification of Intention to Award** 44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the total combined score of the successful Bid;

- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

45. Award Criteria

45.1 Subject to ITB 42.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

46. Notification of Award

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

- (f) successful Bidder’s Beneficial Ownership Disclosure Form.

46.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.

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

47. Debriefing by the Employer

47.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

48. Signing of Contract

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

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

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: AMP-W-RFB-SC1.2-1</p> <p>The Employer is: Ministry of Agriculture, Forestry and Water Economy of the Republic of North Macedonia (MAFWE)</p> <p>The name of the RFB is: Civil Works for Construction of the Agri-Food Platform (AFP) in Gazi Baba, Skopje</p> <p>The number and identification of lots (contracts) comprising this RFB is: One (1) contract, no subdivision into lots</p>
ITB 2.1	<p>The Borrower is: The Republic of North Macedonia. The Employer, the Ministry of Agriculture, Forestry and Water Economy, is the implementing agency for the Project.</p> <p>Loan or Financing Agreement amount: US\$ 50,000,000</p> <p>The name of the Project is: Agriculture Modernization Project (AMP)</p>
ITB 4.1	Maximum number of members in the JV shall be: Five (5)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.11	This Bidding Process is not a subject to prequalification.
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is:</p> <p>Attention: Ms. Ana Gaceva</p> <p>Address: Aminta Treti Street, No, 2</p> <p>Floor/ Room number: 329</p> <p>City: Skopje</p> <p>ZIP Code: 1000</p> <p>Country: Republic of North Macedonia</p>

	Electronic mail address: procurement@amp.mk Web page: https://amp.mk
ITB 7.4	A Pre-Bid meeting shall not take place. A site visit conducted by the Employer shall not be organized. Requests for clarification shall be submitted to the Employer no later than twenty (20) days prior to the bid opening.
ITB 7.6	N/A
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language.
ITB 11.2 (h)	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <ul style="list-style-type: none"> ➤ Copy of the Bidder’s License A for execution of construction works: <p>In accordance with the Law on Construction of the Republic of North Macedonia (“Official Gazette of the Republic of North Macedonia” No. 130/2009 and subsequent amendments), in particular Articles 25, 26 and 38, the Bidder must hold a valid License A for execution of construction works issued by the competent authority.</p> <p>Where a Bid is submitted by a Joint Venture (JV), at least one JV member must satisfy the above licensing requirement.</p> <p>For foreign bidders, submission of License A at the bidding stage shall not be mandatory. However, in accordance with Article 42 of the Law on Construction, foreign bidders shall be required to obtain the necessary authorization/confirmation for performing construction activities in the Republic of North Macedonia and shall obtain License A prior to Contract signing.</p> <p>Failure to obtain and submit a valid License A prior to Contract signing shall result in disqualification of the Bidder, and the Employer shall proceed with the award to the next ranked Bidder in accordance with the provisions of the Bidding document.</p> <p>Bidders are strongly encouraged to initiate the procedure for obtaining License A and/or the relevant authorization under the applicable legislation as early as possible in order to ensure compliance with this requirement prior to Contract signing.</p>

Information on the applicable legal framework, including the Law on Construction of the Republic of North Macedonia, is available at the official website of the Ministry of Transport:

<https://mtc.gov.mk/mk-MK/regulativa/gradenje>

Code of Conduct for Contractor’s Personnel (ES)

The Bidder shall submit a Code of Conduct applicable to the Contractor’s personnel (as defined in Sub-Clause 1(ii) of the General Conditions of Contract) to ensure compliance with the Contractor’s obligations regarding ESHS measures arising from the Contract. The Bidder shall use the Code of Conduct template provided in Section IV. No material changes to this template are envisaged, except that the Bidder may add further provisions, including, where necessary, provisions addressing specific issues/risks arising from the Contract.

The Bidder shall submit a Code of Conduct that applies to its own personnel and to subcontractors, enabling compliance in the fields of environmental protection, social protection, occupational health and safety, and the Environmental and Social Management Plan (ESMP), in accordance with the Contract.

The Code shall cover, inter alia, the following aspects:

- Identification and explanation of the risks associated with the locations where the works and activities are carried out;
- Establishment of health and safety guidelines for specific work locations;
- Establishment of an organisational scheme for working conditions (e.g., adequate worker facilities and similar arrangements);
- Establishment of a grievance and complaint mechanism operated by the Contractor;
- Establishment of occupational health and safety training for specific work locations;
- Confirmation of compliance with the Law on Occupational Safety and Health of the Republic of North Macedonia;
- Confirmation of compliance with the Labour Relations Law of the Republic of North Macedonia;
- Confirmation of compliance with the ESMP and the Environmental Protection Report;
- Risks related to:
 - Sexual Exploitation and Abuse (SEA);
 - Sexual Harassment (SH);

- Gender-Based Violence (GBV); and
- Unlawful conduct and criminal acts.

The Bidder shall also explain in detail how this Code of Conduct will be implemented, including: how employment/engagement conditions will be enforced, what training will be provided, how compliance will be monitored, and how the Contractor proposes to address any breaches. The Contractor is obliged to implement the agreed Code of Conduct.

ESHS Management Strategies and Implementation Plans (MSIP) for Managing ESHS Risks

The Bidder shall submit Management Strategies and Implementation Plans (MSIP) for managing key environmental and social risks, based on the Environmental and Social Conditions and the ESMP (provided in Annex VI).

The Bidder shall carefully review the Environmental and Social Conditions (ESMP and checklists), which set out in detail all mitigation measures and the required plans or studies, including: occupational health and safety (and a community safety plan), a waste management plan, and a temporary traffic management plan, as applicable, without limitation to these documents. The Contractor shall prepare all such documents and comply with/apply them during execution of the works. The Monitoring Plan must also be fully implemented.

The Contractor shall establish Grievance Mechanisms for its employees and for the local population affected by the project and shall appoint a responsible person to oversee both mechanisms.

The Contractor shall prepare monthly, quarterly, and annual reports and submit them to the Supervision Engineer, the Project Manager, and the Environmental and Social Specialist designated by the Project Implementation Unit.

The Contractor shall engage one Environmental and Social Specialist to prepare and implement documents related to the ESMP.

The responsibilities of the Environmental and Social Specialist include, but are not limited to, the following:

- Preparation of a Contractor's Environmental and Social Management Plan (CESMP) arising from the contract documentation;

	<ul style="list-style-type: none"> • Implementation of all measures in accordance with the approved ESMP and acting upon the requests of the authorised representative of the Supervision and of the inspection services; • Active cooperation with the Supervision and with the Environmental and Social Specialist designated by the Project Management Unit; • Active participation in monthly and other meetings organised as needed, including meetings with the local population to resolve ESMP-related issues; • Ongoing information-sharing and consultations with the Users’ Committee; • Active presence at construction sites and application of environmental and social protection measures arising from the ESMP(s), as well as application of good construction practice at the sites; • Preparation of monthly, quarterly, final (annual) and, as needed, other reports as part of the overall reporting. The final report must be translated into English; • Establishment and implementation of Grievance Mechanisms and active participation in resolving grievances submitted by employees, the local population, and other stakeholders.
ITB 13.1	Alternative Bids shall not be considered.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITB 14.5	The prices quoted by the Bidder shall be fixed. Price adjustment shall not apply. The Schedule of Cost Indexation and Table of Adjustment Data in Section IV shall not apply and shall be omitted from the issued bidding document.
ITB 15.1	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative _B_ as described below:</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s Country, in Macedonian Denars (MKD), and further referred to as “the local currency;” and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s Country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.</p>

ITB 17.5	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount. (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: N/A
ITB 18.1	The Bid shall be valid until 2026/08/31, which corresponds to 90 days after the deadline for Bid submission.
ITB 18.3 (a)	The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension
ITB 19.1	A Bid Security shall be required. <u>The Bid Security must be included as part of the Technical Part of the Bid (not as part of the Financial Part of the Bid) in accordance with the requirements of ITB 19.1.</u> <u>Bidders shall use template for Bid Security in Section IV - Bidding Forms not any other template.</u> A Bid-Securing Declaration shall not be required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be EUR 300,000.00
ITB 19.3 (d)	Other types of acceptable securities: N/A
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney issued by legal representative of the firm (or JV members). The individual signing the Proposal must hold an Authorisation issued by the Bidder, which shall be submitted as part of the Proposal. Submission of this Authorisation is mandatory. In the case of Proposals submitted by an existing or intended joint venture (JV), the Authorisation must be signed by all parties: (i) stating that all parties are jointly and severally liable, if required under ITB 4.1(a); and (ii) appointing the representative authorised to conduct all business for and on behalf of any party to the JV during the tender process and, in the event of award to the JV, during contract execution.

D. Submission of Bids	
ITB 21.1	<p>In addition to the original of the Bid, the number of copies is:</p> <ul style="list-style-type: none"> • one (1) USB flash drive containing a complete scanned copy of the Technical Part of the Bid in PDF format, placed in a separate envelope clearly marked “Copies: Technical Part”; • one (1) USB flash drive containing the Financial Part (priced Bill of Quantities in MS Excel format), placed in a separate envelope clearly marked “Copies: Financial Part”. <p>The electronic copies are required for evaluation and contract administration purposes.</p> <p>Attention of the Bidders is drawn to ITB 11.4 which requires that: The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>In case of any discrepancy, the hard copy original shall prevail.</p>
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is:</p> <p>Attention: Ms. Ana Gaceva Address: Aminta Treti Street, No, 2 Floor/ Room number: 329 City: Skopje ZIP Code: 1000 Country: Republic of North Macedonia Electronic mail address: procurement@amp.mk Web page: https://amp.mk</p> <p>The deadline for Bid submission is: Date: 04 June, 2026 Time: 12:00 p.m local time</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The Bid opening shall take place at: Address: Aminta Treti Street, No, 2 Floor/ Room number: 329 City: Skopje</p>

	ZIP Code: 1000 Country: Republic of North Macedonia Date: 04 June, 2026 Time: 12:00 p.m local time												
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by representatives of the Employer conducting Bid opening.												
G. Evaluation of Technical Part of Bids													
ITB 32.2	<p>The weight to be given for Rated Criteria (including technical and non-price factors) is: 50%</p> <p>The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are:</p> <table border="1" data-bbox="492 869 1433 1797"> <thead> <tr> <th data-bbox="492 869 1151 953">Technical Factor</th> <th data-bbox="1151 869 1433 953">weight in percentage (insert weight in %)</th> </tr> </thead> <tbody> <tr> <td data-bbox="492 953 1151 1188">1. Methodology (Method Statement for execution of Works, including ground improvement works, construction of reinforced concrete foundations and slabs, erection of large-span steel structures, and installation of mechanical, electrical and hydrotechnical systems)</td> <td data-bbox="1151 953 1433 1188" style="text-align: center;">35</td> </tr> <tr> <td data-bbox="492 1188 1151 1381">2. Site Organization, Key Personnel and Mobilization (including organizational structure, allocation of responsibilities, and mobilization of equipment and personnel for construction of the AFP complex)</td> <td data-bbox="1151 1188 1433 1381" style="text-align: center;">10</td> </tr> <tr> <td data-bbox="492 1381 1151 1539">3. Work Program (Detailed construction schedule, logical sequencing of activities, coordination of parallel works, and resource allocation for timely completion of the AFP facilities)</td> <td data-bbox="1151 1381 1433 1539" style="text-align: center;">30</td> </tr> <tr> <td data-bbox="492 1539 1151 1732">4. Environmental and Social (ES) Management Strategies and Implementation Plans (ES-MSIPs) for management of environmental, social, health and safety risks during construction of the AFP complex</td> <td data-bbox="1151 1539 1433 1732" style="text-align: center;">25</td> </tr> <tr> <td data-bbox="492 1732 1151 1797">Total :</td> <td data-bbox="1151 1732 1433 1797" style="text-align: center;">100</td> </tr> </tbody> </table>	Technical Factor	weight in percentage (insert weight in %)	1. Methodology (Method Statement for execution of Works, including ground improvement works, construction of reinforced concrete foundations and slabs, erection of large-span steel structures, and installation of mechanical, electrical and hydrotechnical systems)	35	2. Site Organization, Key Personnel and Mobilization (including organizational structure, allocation of responsibilities, and mobilization of equipment and personnel for construction of the AFP complex)	10	3. Work Program (Detailed construction schedule, logical sequencing of activities, coordination of parallel works, and resource allocation for timely completion of the AFP facilities)	30	4. Environmental and Social (ES) Management Strategies and Implementation Plans (ES-MSIPs) for management of environmental, social, health and safety risks during construction of the AFP complex	25	Total :	100
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Total :	100												

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 33.5	<p>The Letter of Bid – Financial Part and Schedules shall be initialed by at least 2 (two) representatives of the Employer conducting Bid opening.</p> <p>Each financial envelope shall be numbered and signed on seal.</p> <p><i>Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer</i></p>
I. Evaluation of Financial Part of Bids	
ITB 36.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <u> </u>EUR</p> <p>The source of exchange rate shall be: National Bank of North Macedonia</p> <p>The date for the exchange rate shall be: <i>28 days prior to the deadline for submission of the Bids.</i></p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative B that follows:</p> <p><i>Alternative B: Bidders quote in local and foreign currencies</i></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 35, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above</p>
ITB 36.2	A margin of domestic preference shall not apply.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be given for cost is: 50%
K. Award of Contract	
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p>

	<p>For the attention: Ana Gaceva Title/position: Procurement Specialist Employer: Agriculture Modernization Project Email address: procurement@amp.mk</p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: pprocurementcomplaints@worldbank.org</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of the Bidding Documents;2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and3. the Employer’s decision to award the contract.
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Section III - Evaluation and Qualification Criteria (*Without Prequalification*)

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

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the EUR equivalent using the selling 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 are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source.

In accordance with ITB 36.1, the source of exchange rate shall be National Bank of North Macedonia.

Any error in determining the exchange rates in the Bid may be corrected by the Employer.

All Bidders shall fill out and submit the relevant forms listed below as part of their Technical and Financial Proposals, in accordance with Section IV – Bidding Forms.

Evaluation of Bids

1. Qualification

1.1 Update of Information

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

1.2 Subcontractors

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

1.3 Financial Resources

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

1.4 Contractor's Representative and Personnel

The Bidder shall demonstrate that it has the capacity to deploy a suitably qualified and experienced Contractor's Representative, as well as suitably qualified and adequately staffed Key Personnel, in accordance with the requirements specified in the table below.

The Bidder shall provide detailed information on the proposed Contractor's Representative and Key Personnel, including their academic qualifications, professional experience, and specific experience relevant to the execution of works of similar scope and complexity. All information shall be submitted using the relevant forms included in Section IV – Bidding Forms.

For the purpose of evaluation, only the Key Personnel positions listed in the table below shall be subject to assessment. The provision of the specified Key Personnel is mandatory. Each proposed Key Personnel must meet the minimum qualification and experience requirements defined for the respective position.

In the event that any proposed Key Personnel is found not to meet the specified requirements or is not available, the Employer may require the Bidder to propose a replacement with qualifications and experience at least equivalent to or better than those originally proposed, as a condition for contract award.

The Bidder must demonstrate that it has the personnel listed hereafter:

No	Position	Total Work Experience (years)	In Similar* Work Experience (years) <i>*the following areas will be accepted as similar works: construction works on agri-food, agro-logistics and agro-processing facilities, wholesale markets, or equivalent projects such as logistics centres, industrial zones, warehouse complexes, commercial hubs, markets, or industrial parks, etc</i>
1	Project Manager (Civil Engineer, Authorization A, university degree in civil engineering – BSc or higher)	Minimum 15 years	Minimum 10 years of experience in similar works Minimum 2 assignments as Project Manager Experience in internationally financed projects Minimum one FIDIC or equivalent contract experience Fluency in English
2	Site Managers – Civil Engineers (2 positions, Authorization A, university degree in civil engineering – BSc or higher)	Minimum 10 years	Minimum 7 years of experience in similar works Minimum 2 assignments as Site Manager Experience in internationally financed projects Minimum one FIDIC or equivalent contract experience Fluency in English
3	Site Manager – Architect (Authorization A, university degree in architecture – BSc or higher)	Minimum 10 years	Minimum 7 years of experience in similar works Minimum 2 assignments as Site Manager Experience in internationally financed projects Fluency in English
4	Mechanical Engineer (Authorization A, university degree in Mechanical Engineering – BSc or higher)	Minimum 7 years	Minimum 5 years of experience in similar works Minimum 2 assignments as Mechanical Engineer Experience in internationally financed projects
5	Electrical Engineer (Authorization A, university degree in Electrical Engineering – BSc or higher)	Minimum 7 years	Minimum 5 years of experience in similar works Minimum 2 assignments as Electrical Engineer Experience in internationally financed projects
6	Geotechnical Civil Engineer (Authorization A, university degree in Civil Engineering – BSc or higher)	Minimum 7 years	Minimum 5 years of experience in similar works Minimum 2 assignments as Geotechnical Civil Engineer Experience in internationally financed projects
7	Health and Safety Engineer (valid H&S Certificate issued by relevant national authority)	Minimum 5 years	Minimum 3 years of experience in similar works Minimum 2 assignments as H&S Engineer Familiarity with WB safeguards and core labor standards

8	Environmental and Social Expert (university degree in environment, biology, chemistry, geology or other relevant natural sciences; Authorization for EIA and SEA from MoEPP)	Minimum 5 years	Minimum 3 years of experience in similar works Minimum 2 assignments as ES Expert Familiarity with WB ES requirements
9	Geodetic Engineer – Surveyor (Authorization A, university degree in Civil Engineering – BSc or higher)	Minimum 5 years	Minimum 3 years of experience in similar works Experience in internationally financed projects
10	Civil Engineer for Road Works (Authorization A, university degree in Civil Engineering – BSc or higher)	Minimum 5 years	Minimum 3 years of experience in similar works Experience in internationally financed projects
11	Civil Engineer for Hydrotechnical Works (Authorization A, university degree in Civil Engineering – BSc or higher)	Minimum 5 years	Minimum 3 years of experience in similar works Experience in internationally financed projects
12	Quality Control Expert – QA/QC (knowledge of Macedonian and International Standards – EN)	Minimum 5 years	Minimum 3 years of experience in similar works Fluency in English
13	Organizational Capacity – Minimum 100 full-time employees confirmed by an authorized government institution	Not applicable	Minimum 1 year of continuous staffing capacity

Note: Form PER-2 and the Curriculum Vitae (CV) submitted for the Key Personnel must be signed by the Key Expert proposed for the assignment. The Bidder shall be responsible for the accuracy and authenticity of the information provided in the CVs.

The Employer reserves the right to verify the submitted information and to request replacement of any Key Personnel whose qualifications or experience are found to be misrepresented or not compliant with the requirements.

1.5 Equipment

The Bidder shall demonstrate that it has access (owned/leased/rented) to and shall provide a clear strategy for acquiring, mobilizing and maintaining the equipment required for execution of the Works under the Agri-Food Platform (AFP) project in Gazi Baba, Skopje, in accordance with the proposed Work Program.

The proposed equipment shall be suitable for the execution of key construction activities, including but not limited to: ground improvement and earthworks, construction of reinforced concrete foundations,

and slabs, erection of large-span steel structures, as well as construction of internal roads, utilities and associated infrastructure within the AFP complex.

The Bidder shall provide detailed information on the proposed equipment using the relevant forms included in Section IV – Bidding Forms. For the purpose of evaluation, only the key equipment listed in the table below shall be subject to assessment.

All proposed key equipment must meet the specified technical characteristics and capacity requirements. In the event that any proposed key equipment is determined by the Employer not to comply with the specified requirements, the Employer reserves the right to require the Bidder to replace such equipment with equipment that meets the required characteristics, as a condition for contract award.

No.	Equipment Type and Characteristics	Minimum Number required
1	Tracks excavators with whole weight of 33 – 40 tones and basket capacity 1.6 m ³	2
2	Loader with rated load 35 t and basket capacity of 1.8m ³	2
3	Vehicles for transport (trucks), with cargo capacity of 20 t.	5
4	Grader with operating weight of 17 – 19 t	1
5	Double drum vibratory rollers with weight up to 20 t.	2
6	Pneumatic tired rollers.	2
7	Road asphalt finisher.	1
8	Fully automated asphalt plant and road paver(s) suitable for a daily production / placing of: 200 tons of asphalt mix	1
9	Emulsion sprayers	1
10	Diesel aggregate minimum of 8 kW	1
11	Truck-crane 10t bearing capacity	1
12	Electrical hoists for vertical transport of materials and workers up to 500kg.	1
13	Scaffolding.	1000 m ²
14	Crane with a platform of up to 12m.	1
15	Concrete plant with production capacity of 100 m ³ per day.	1
16	Truck-Mounted Concrete Pump	1
17	Concrete Truck Mixer (9 m ³)	3
18	Concrete vibrator	2
19	Water tank truck with min.10 t tank.	1
20	Submersible pump for dewatering Q= 5-10 l/sec.	1
21	Surveying Instruments (Total Station)	1
22	Material testing laboratory.	1
23	Small other construction equipment and labor tools	/

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

Note: Prior to Contract signature and throughout the Contract term, all of the Contractor’s vehicles and machinery must be technically compliant and roadworthy for operation on public roads and must hold valid registration certificates.

2. Evaluation of Technical Proposal

Only bids that are determined to be substantially responsive in accordance with ITB 30 shall proceed to detailed technical evaluation and scoring under ITB 32.

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

The Technical Part of the Bid shall first be assessed to determine whether it meets the minimum technical requirements specified in Section VII – Works’ Requirements. Only those Technical Proposals that are determined to be substantially responsive to these minimum requirements shall be considered for further technical evaluation.

Subsequently, the substantially responsive Technical Proposals shall be evaluated by applying the rated technical factors and subfactors in accordance with ITB 32.2 and BDS ITB 32.2.

The Rated Criteria (including technical and non-price factors, and subfactors, if any) to be evaluated, as well as the scores to be assigned to each factor and subfactor, are specified in the BDS ITB 32.2.

The quality of the Technical Part shall be evaluated based on the Bidder’s proposed Method Statement, Site Organization and Key Personnel, Work Program and Mobilization Schedule, and Environmental and Social Management Strategies and Implementation Plans (ES-MSIPs), in accordance with the rated technical factors and subfactors defined in BDS ITB 32.2.

Technical Factor	weight in percentage (insert weight in %)
Methodology (Method Statement for execution of Works, including ground improvement works, construction of reinforced concrete foundations and slabs, erection of large-span steel structures, and installation of mechanical, electrical and hydrotechnical systems)	35
Site Organization, Key Personnel and Mobilization (including organizational structure, allocation of responsibilities, and mobilization of equipment and personnel for construction of the AFP complex)	10
Work Program (Detailed construction schedule, logical sequencing of activities, coordination of parallel works, and resource allocation for timely completion of the AFP facilities)	30
Environmental and Social (ES) Management Strategies and Implementation Plans (ES-MSIPs)	25

for management of environmental, social, health and safety risks during construction of the AFP complex	
Total:	100

Table 1: Subfactors and Maximum Scores for Methodology

No	Sub-Factor	Weight in percentage (%)
1.1	<p>Approach and Method Statement tailored to the Agri-Food Platform project, clearly outlining the sequence and integration of all construction activities, including ground improvement works (filling and compaction in layers), construction of reinforced concrete foundations and slabs, erection of large-span steel structures, and installation of mechanical, electrical and hydrotechnical systems. The Method Statement shall define in detail the proposed construction techniques, equipment, materials, and execution methods for each major activity.</p> <p>The Bidder shall demonstrate a clear understanding of the technical complexity of the Works, including soil preparation, structural requirements and coordination between different construction phases. The Method Statement shall cover the full construction cycle from site preparation to completion, including safety measures, quality control procedures, and compliance with applicable technical standards and regulations, as well as due diligence procedures related to subcontractors and suppliers.</p>	60
1.2	<p>Explanatory section for execution of the Construction Phase, clearly describing the Bidder's approach to planning, execution and monitoring of the Works. The Bidder shall present a structured implementation framework, including coordination mechanisms between key stakeholders such as the Employer, Supervision Consultant, subcontractors and site personnel. The proposal shall include a clear communication matrix, allocation of responsibilities, and reporting lines. The Bidder shall demonstrate the ability to manage project-specific constraints, including site conditions, sequencing of works and interface between different technical components. The approach shall also address procedures for revisions, updates and adaptive management during construction, ensuring that modifications are effectively integrated without disruption to the overall execution of the Works.</p>	40
Total		100

Table 2: Subfactors and Maximum Scores for Site Organization, Key Personnel and Mobilization Schedule

No	Sub-Factor	Weight in percentage (%)
2.1	Mobilization strategy and site establishment approach, including identification and justification of mobilization locations, site layout planning and sequencing of site setup activities. The Bidder shall demonstrate a clear and feasible approach for timely mobilization of resources, equipment and personnel, taking into account site conditions, access constraints and the need to initiate parallel work fronts (ground improvement, structural works and installations).	20
2.2	Project organization structure and team composition, including preparation of an organizational chart covering key personnel and non-key technical personnel, as well as Environmental, Social, Health and Safety (ESHS) personnel. The Bidder shall clearly define roles, responsibilities, reporting lines and allocation of tasks, demonstrating that the proposed team structure adequately covers all technical areas required for execution of the Works, including civil works, steel structures, MEP installations, geotechnical works and ESHS management.	20
2.3	Material supply, logistics and site management approach, including procedures for procurement, delivery, storage, handling and protection of materials, as well as waste management practices. The Bidder shall demonstrate the ability to ensure continuous availability of materials and effective coordination of supply chains, particularly for critical construction components such as concrete works, steel structures and installation systems, while maintaining compliance with environmental and safety requirements.	40
2.4	Information management, reporting and communication procedures, including record-keeping systems, internal and external communication channels and mechanisms for information sharing with the Employer, Supervision Consultant and other stakeholders. The Bidder shall demonstrate a structured approach to documentation, reporting and coordination, ensuring transparency, traceability and efficient decision-making during project execution.	20
Total		100

Table 3: Subfactors and Maximum Scores for Work Plans

No	Sub-Factor	Weight in percentage (%)
3.1	Submission of Detailed Work Plan(s) for execution of the Agri-Food Platform Works, structured by major construction components, including ground improvement works, construction of reinforced concrete foundations and slabs, erection of large-span steel structures and installation of mechanical, electrical and hydrotechnical systems. The Bidder shall present a detailed construction schedule aligned with the proposed methodology, including sequencing of activities, allocation of resources and timeline of key personnel. The Work Plan shall also include indicative cash flow requirements corresponding to the duration of the Works. The objective is to provide a Programme that clearly demonstrates how project-specific challenges will be addressed and how different construction phases will be coordinated and integrated without conflict.	50
3.2	Overall Work Program (Integrated Construction Schedule) including a Gantt Chart and a narrative clearly defining the execution strategy for all phases of the Works. The Bidder shall demonstrate logical sequencing of construction activities, identification of the critical path and coordination between interdependent work streams, including ground works, reinforced concrete works, steel structure erection and installation activities. The Program shall explain how potential delays will be avoided and mitigated, including proposed corrective measures and resource adjustments. The Bidder shall also clearly define dependencies on the Employer and other stakeholders required to ensure timely execution and completion of the Works. The timeline of key personnel shall be consistent with the proposed schedule.	30
3.3	Mobilization Schedule, describing the planning and coordination of mobilization activities to ensure efficient and timely deployment of resources, equipment and personnel to the site. The schedule shall include key stages such as preparation phase, logistics planning, site establishment and resource allocation. The Bidder shall demonstrate how mobilization activities are integrated into the overall construction schedule and how mobilization-related risks are managed to avoid delays and ensure continuous progress of the Works.	20
Total		100

Table 4: Subfactors and Maximum Scores for ES-MSIP

No	Sub-Factor	Weight in percentage (%)
4.1	Environmental and Social (E&S) Management Plan – approach and method statement, demonstrating how the Bidder will identify, manage and mitigate environmental and social risks associated with the execution of the Works, in accordance with the Project’s ESIA, ESMP and related sub-management plans. The Bidder shall present specific, practical and site-adapted measures addressing key risks such as soil disturbance from ground improvement works, dust and noise emissions, construction waste management, traffic management and community health and safety. The approach shall demonstrate clear procedures, monitoring mechanisms and allocation of responsibilities for effective implementation.	40
4.2	Health and Safety (H&S) Management Plan – approach and implementation measures, outlining the procedures, preventive measures and supervision mechanisms to ensure safe working conditions during execution of the Works. The Bidder shall demonstrate a structured approach to managing risks related to construction activities, including operation of heavy equipment, reinforced concrete works, erection of steel structures and work at height. The Plan shall include emergency response procedures, training and awareness measures, and clear assignment of responsibilities for H&S management.	40
4.3	Quality Management Plan (QMP), demonstrating the Bidder’s approach to ensuring quality control and assurance throughout the execution of the Works. The Bidder shall define procedures for inspection and testing of materials and works, control of construction processes, documentation and reporting, as well as coordination with the Supervision Consultant. The Plan shall demonstrate how compliance with technical specifications and applicable standards will be ensured, including corrective actions in case of non-conformities.	20
	Total	100

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified in the BDS ITB 32.2 and herein.

Technical Proposal Scoring Methodology

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

2. Evaluation of Technical Proposal

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

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

where:

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

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

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

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

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

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

where:

- S_j = the Factor Technical Score of factor “j”,
 W_j = the weight of factor “j” as specified **in the BDS**,
 n = the number of Factors, and

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

Alternative Technical Solutions for specified parts of the Works

3. Financial Evaluation

Margin of Preference – N/A

No margin of preference shall apply in this procurement.

Criteria for Financial Evaluation

Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.84. No credit will be given for earlier completion.

4. Combined Evaluation

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

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

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

Where:

- B = Evaluated Bid Score;
- T = Technical Score;
- T high = Highest Technical Score;
- C = Evaluated Cost;
- C low = Lowest Evaluated Cost;
- X = 0.50 (Cost Weight); 0.50 (Technical Weight).

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

5. Multiple Contracts – N/A

A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State- owned Enterprise or Institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.6	Legal Eligibility (National License)	The Tenderer must hold a valid License A for Construction Works, issued by the Ministry of Transport	Must meet requirement	Must meet requirement	N/A	N/A	Copy of a valid license issued by

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		of the Republic of North Macedonia, in accordance with the Law on Construction.					the competent authority.
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2020	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder ³ since 1 st January 2020					
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years. ⁴	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either	Must meet requirement (including each	N/A	Must meet requirement (including each subcontractor	N/A	Letter of Bid, Form CON-4

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	subcontractor proposed by the Bidder)		proposed by the Bidder)		
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, 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 EUR 2,500,000.00 for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		currently in progress and for future contract commitments. (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 (five) years (2020, 2021, 2022, 2023 and 2024) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of EUR 20,000,000.00 , calculated as total certified payments received for contracts in progress and/or completed within the last 5 (five) years (2020, 2021, 2022, 2023 and 2024), divided by 5 (five) years (2020, 2021, 2022, 2023 and 2024)	Must meet requirement	Must meet requirement	Must meet 30% of the requirement	Must meet 70% of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last 5	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(five) years, starting 1 st January 2020					
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of 2 (two) similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or Subcontractor between 1st January 2020 and bid submission deadline: 2 contracts, each of minimum value EUR 11,000,000.00	Must meet requirement	Must meet requirement ⁷	N/A	Must meet the following requirements for the key activities listed below [list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]	Form EXP 4.2(a)
4.2 (b)		For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member,	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements	Form EXP – 4.2 (b)

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

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>or Subcontractor between 1 January 2020 and the Bid submission deadline, the Bidder shall demonstrate minimum construction experience in the following key activities successfully completed:</p> <ul style="list-style-type: none"> - Construction of agri-food, agro-logistics and agro-processing facilities, wholesale markets, logistics-distributive centres, warehouse complexes or similar industrial facilities; - Construction of reinforced concrete slabs on improved or prepared ground conditions with a minimum area of 8,000 m²; - Construction of large-span steel structures for industrial halls or logistics facilities with a minimum area of 8,000 m². 				for key activities	
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts substantially	Must meet requirements	Must meet requirement	N/A	Must meet requirement	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>completed or under implementation as prime contractor, joint venture member, or Subcontractor between 1st January 2020 and the Bid submission deadline, the Bidder shall demonstrate experience in managing environmental and social (ES) risks and impacts during the execution of construction works, including but not limited to:</p> <ul style="list-style-type: none"> - implementation of Environmental and Social Management Plans (ESMP) or equivalent environmental management instruments for civil works projects; - management of occupational health and safety (OHS) risks at construction sites, including site safety 					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		procedures, training and incident reporting; - implementation of construction waste management, pollution prevention and environmental protection measures; - implementation of dust, noise and traffic management measures associated with large-scale construction activities and heavy vehicle movements; - implementation of community health and safety measures, including safe access to construction sites and traffic safety arrangements; - implementation of grievance redress mechanisms for workers and affected communities; - implementation of Codes of Conduct and					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>measures related to prevention of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) in accordance with World Bank environmental and social requirements.</p> <p>The Bidder shall demonstrate that such ES measures were implemented during the execution of construction contracts of comparable scope and complexity.</p>					

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Letter of Bid- Technical Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

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

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

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*

- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]
 - (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
 - (v) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* _____;
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) **Potential DAAB Members:** We hereby propose the following persons, whose curriculum vitae are attached, as potential DAAB member:

Name	Address
1.	

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

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

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

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

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

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

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

Appendix to Technical Part of Bid

Technical Proposal

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

[Note to the Bidder: In addition to providing method statement for construction activities (and design, if any), if the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan. Further, the Bidder shall provide its method statement for engaging local labour, in accordance with the Local Labour Method Statement included in this Section IV, Bidding Forms.]

Sustainable Procurement Proposal

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

Mobilization Schedule

[insert Mobilization Schedule]

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

Construction Schedule

[insert Construction Schedule]

The construction schedule shall include the following key milestones:

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

ES Management Strategies and Implementation Plans (ES-MSIP)

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

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

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

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;

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

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not*

required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

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

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

Form EQU: Contractor's Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

Subcontractors

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

Option 1- Without Prequalification

(a) Specialized Subcontractors

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

<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Specialized Subcontractor’s name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>

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

<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Subcontractor’s name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>

Option 2- After Prequalification

(a) Specialized Subcontractors

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

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

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

<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Subcontractor's name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>

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

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

Contractor' Representative and Key Personnel

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

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

Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour¹ during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost² to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

The Bidder's approach and methodology for the engagement of local labour, will include but not be limited to the following aspects:

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)³ over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category⁴:

$$\text{FTE Skill Category (X) over the duration of the contract} = \frac{\text{Total estimated labour hours over the duration of the contract in Skill Category (X)}}{\text{Number of available full-time labour hours estimated per year multiplied by the estimated duration of the contract (in years)}}$$

- The percentage of total FTE to be filled by local labour per skill category;
- The proposed hiring strategy (e.g., direct hiring, subcontracting);
- Any plans and programs for training, skills development, or upskilling of local labour.

This Method Statement shall not include any financial information (e.g., wages in dollar terms).

Notes for Bidders:

¹Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

² For the purpose of this requirement, the Bidder should consider "costs" as only wages.

³ FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.

⁴ In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

Bidder's Qualification without prequalification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <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"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1.2: Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [<i>insert year</i>] <input type="checkbox"/> Contract(s) not performed since 1 st January [<i>insert year</i>]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR 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 <input type="checkbox"/> Pending litigation			

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

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

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

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

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

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

Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, EUR 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					

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁵ for the _____ years required above; and complying with the requirements

⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	EUR 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

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

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

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

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

Form EXP - 4.1: General Construction Experience

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

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

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontra ctor <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.)

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Subcontractor's Name⁶ (as per ITB 17): _____

RFB No. and title: _____

Page _____ of _____ pages

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

1. Key Activity No One: _____

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

⁶ If applicable

	Information
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two

3.

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

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

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

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <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. ...

Form of Bid Security - Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

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

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

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

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

[signature(s)]

Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Bid- Technical Part.

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

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

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

Or

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

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

- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Appendix to Financial Part

Table: Alternative B

To be used only with Alternative B Prices directly quoted in the currencies of payment. (ITB 15.1)

Summary of currencies of the Bid for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency N/A	N/A

Bill of Quantities

The complete set of Bills of Quantities and cost breakdown calculations is compiled in **Annex A - Bills of Quantities**, and is available in both Excel and PDF formats at the following [link](#).

TOTAL RECAPITULATION			
No. of pos.	Building	Total Price [MKD]	Total Price
1	Administrative Building	0 ден.	0
2	Farmer's Pavilion	0 ден.	0
3	Fruits and vegetables pavilion	0 ден.	0
4	Pallet Handling Building	0 ден.	0
5	Waste Management	0 ден.	0
6	Control Gate	0 ден.	0
7	Public Toilets	0 ден.	0
8	Canopy	0 ден.	0
9	Reservoir	0 ден.	0
10	Electrical Technical Facilities	0 ден.	0
11	WSS Site plan	0 ден.	0
12	Roads Site plan	0 ден.	0
13	Traffic Site plan	0 ден.	0
14	Horticultural Landscaping	0 ден.	0
Subtotal		0 ден.	0
	18% VAT	0 ден.	0
	Grand total	0 ден.	0

Total amount (including VAT)	
------------------------------	--

After obtaining the Tender Documentation (BDP) and Annex 1 of the Tender Documentation (BDP), the Bidders shall enter their proposed unit prices in the electronic version, calculate the amounts, and submit a version of the entire Bill of Quantities in their offer in both Excel format and PDF format. The pages of the Bill of Quantities must be numbered. The Bidder shall provide the price in accordance with ITB 15.1.

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *none*

Under ITB 4.8 (b) and 5.1: *none*

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

PART 2 – Works' Requirements

Section VII - Works’ Requirements

Contents

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Scope of Works

1. Background

Agri-Food Platform (AFP) is a modern holistic terminal wholesale market based on international best practices and experience, and consists of physically concentrating supply and demand in a single place, creating a multi-sectoral hub, including a very broad spectrum of perishable and semi-perishable food products; initially horticulture, and at a later stage fish and seafood, meat, poultry, dairy, and flowers supply chains). The AFP will provide all necessary facilities and services under one roof: cleaning, waste management, maintenance, parking, mobility and traffic control, site security, custom clearance, food safety inspections, multimodal transportation, banking and financial services, training and business development services (exports, good agricultural practices, trade, logistics), catering and restaurants, accommodation, office space for service activities, price information systems and others.

The construction of AFP will result in direct economic effects and improvement of the socio-economic climate. The immediate effect will be reflected in the increased engagement of the available labor force through new employment in the activities foreseen within the AFP. The construction and commissioning of the planned contents will enable the realization of economic, cultural, and other types of social functions with direct or indirect economic effects.

It is expected that the new proposed AFP in Skopje will establish future conditions that would guarantee food security, fair access to the marketing system for small farmers, greater transparency and live market price and systems information. Supermarkets and other downstream companies can also gain cost efficiencies through site location efficiency, larger scale aggregation and their logistics systems. In the medium & long term, once fresh produce concentration has been achieved, will generate an additional demand for storing, processing, packaging and other added value services. The available cold storage and post-harvest services in a new modern wholesale market will attract specialized companies in processing industry, potentially bringing foreign investment. This is our long-term vision for new AFP in Skopje.

2. Technical characteristics

2.1. Architecture

➤ Introduction

The Detailed Design is developed based on the General Conditions for the operation of the entire project according to the Project Agreement, previously completed reports for different segments

in the project documentation, the Project Program submitted by the Investor, as well as the Conceptual Design and the Urban Planning project developed for the location.

➤ **Location**

The location of the project is situated in the eastern part of the Municipality of Gazi Baba, on Building Parcel 12.1, within the boundaries of the planning scope defined by the Detailed Urban Plan Outside a Residential Area for the construction of an industrial zone at the bypass area from the "Hypodrom" interchange to the "Singelik" interchange, in Block 12 with building purpose B2.6 - large commercial units with an additional complementary building for purpose V4.1-administrative building for the needs of the Ministry of Agriculture, Forestry and Water Management in the function of the complex, Municipality of Gazi Baba.

The project scope includes cadastral parcel no. 217/24 in the cadastral municipality Singilic 3 and cadaster parcel no. 925/18 in the cadastral municipality Brnjaci, both in Skopje. The total area of the project scope within the described boundaries is 102,213 m², or 10.22 ha. The perimeter of the project scope is 1,538.36 m².

➤ **Organization of the parcel**

The Logistics Distribution Center complex consists of several independent buildings within a single building parcel, namely:

- Control gate with canopy,
- Administrative building,
- Pavilion for fruits and vegetables,
- Pavilion for farmers,
- Waste management facility,
- Pallet handling building,
- Public toilets,
- Additional technical facilities: wastewater treatment plant, water well with pump and filtration station, reservoirs for technical and sanitary water and separate reservoir for sprinkler system next to the administrative building. An electrical substation is planned as per the instructions by the Electricity Distribution Company for connecting the complex to the distribution network. The electrical substation is not a part of this scope of works.

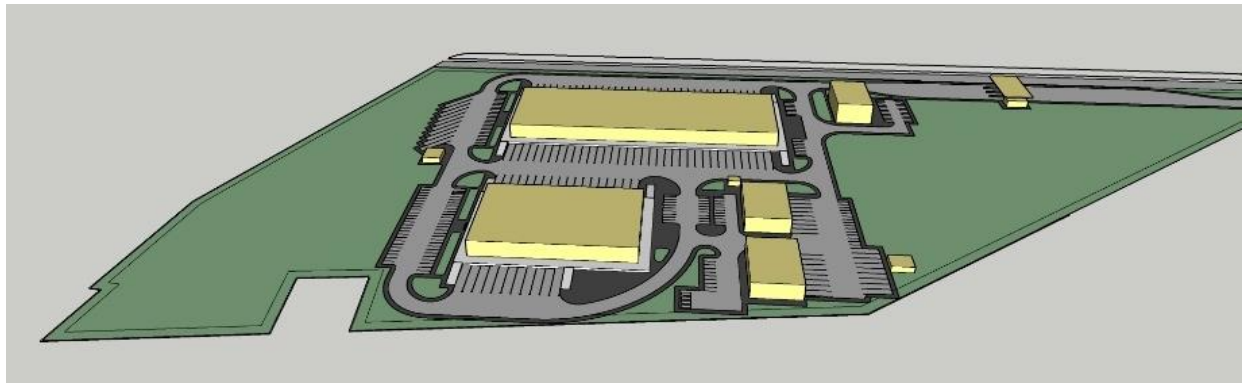
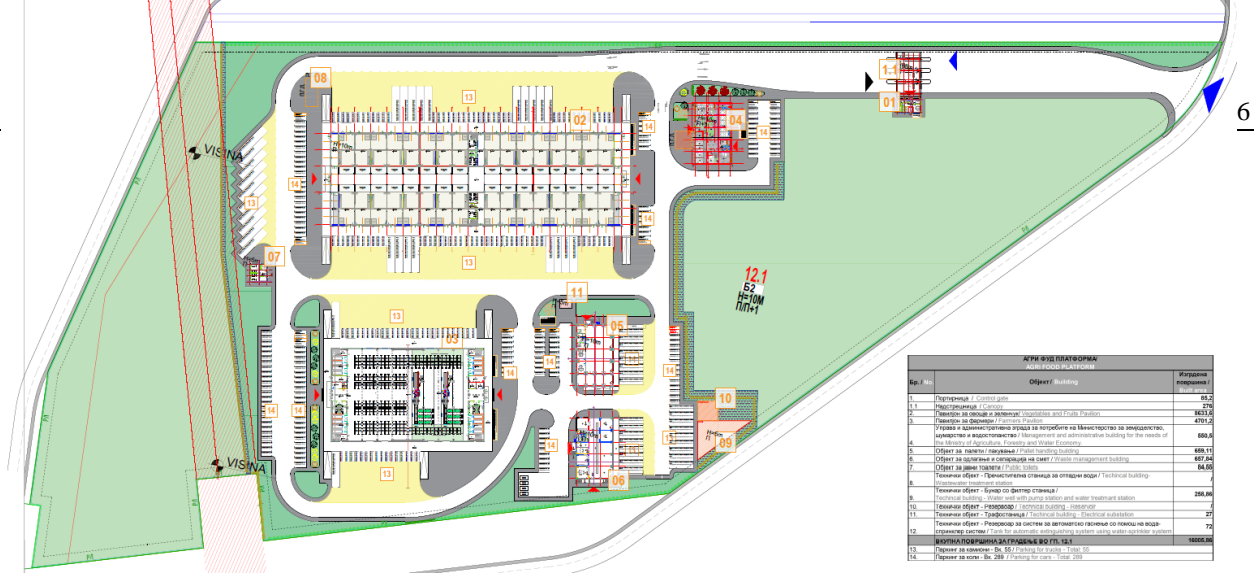
The access road to the plot is an obligation for construction by the municipality of Gazi Baba and it is not part of this scope of works as well.

The entrance to the plot is on the eastern side and is accessed through a strictly controlled entrance, passing through control booths covered with a canopy. In close proximity is the control building, serving as the central station for access control. Traffic within the parcel is conducted through internal roadways, designed and regulated for all vehicles expected to enter the Distribution Center. Access to all buildings is provided via both vehicular and pedestrian paths, and all buildings are interconnected by traffic routes. After the control gate entrance, the administrative building is located in the northern part of the parcel, with a dedicated parking area. This building houses the management team of the center, as well as public facilities such as bank counters, a restaurant, a clinic, etc. In the central part of the parcel are the main industrial halls where the sale of agricultural products takes place. In close proximity, to the south, are two smaller buildings for waste management and for pallet handling, serving the sales halls. Surrounding all these buildings is an appropriately organized parking area for heavy and light trucks, accessible space for loading/unloading goods, access ramps for small service vehicles, etc. In the western part of the parcel, a parking lot for heavy trucks is planned, next to which is the building with public toilets. The entire site is secured with a protective fence.

The total number of parking spaces required for the entire complex has been calculated as: 30 parking spaces for heavy trucks, 25 parking spaces for special vehicles and 289 parking spaces for cars, including 12 designated for persons with disabilities. A total of 344 parking spaces for the entire complex.

In addition to the parking spaces provided for cars, 150 parking spaces for bicycles have been allocated, in accordance with the regulation of the Municipality of Gazi Baba.

1. Schematic Design – final layout and view



As part of the overall project documentation for the complex, the installation of photovoltaic panels is planned on the roofs of the five larger buildings, with the aim of enhancing the complex's energy efficiency

Building no. 1 - Toll gate

The toll gate building is located in the northern part of the site. The building basically has a rectangular shape and it is developed only at ground level. The total net area is 67.95 m². The building has three entrances: the main entrance to the building, the entrance to the sanitary units and the entrance to the server room. The main entrance is provided on the northwest side of the building. The contents of the building are arranged around an access hallway. On the northeast side, to the left of the main entrance, two offices are planned: one with an area of 15.04 m², with capacity for two employees, and another with an area of 9.15 m² for one employee. The server room is adjacent to these offices. The server room is located on the southeast side of the building. It is accessed only from the outside and is used for maintenance of electrical installations, internet and computers. Right next to the main entrance, on the right side is a room for securing the

building, and on its right side is a small kitchen for the needs of the employees. Parallel to these rooms are placed the dressing rooms. The dressing rooms are separate, one for men and the other for women. Each dressing room is equipped with a bench and lockers for the employees' clothing. The building has one toilet, designated for employees, located on the southwest side of the building. Within the building, on the southwest side, there are toilets designed for drivers who deliver goods, with access from the outside. The toilets are designed with two WC cubicles, separated by a wall made of plasterboard, and a vestibule with two sinks.

Building no. 1.1 - Canopy

The canopy is an infrastructural object that will allow the controlled passage of vehicles of different classes. The canopy will be equipped with a total of four lanes, two of which will be intended for the entrance and the other two for the exit of the vehicles.

The canopy includes several functional facilities and installations. The canopy itself will be constructed as a concrete structure with a roof made of sheet metal, an integrated lighting system, and a built-in drainage system for stormwater. The inspection cabins will be thermally insulated and air-conditioned, equipped with a modern communication system, which enables efficient and safe inspection of vehicles entering and leaving the complex. Additionally, traffic signals will be installed, including clearly marked traffic signs and information panels, to guide and inform drivers when accessing and using it.

Building no. 2 - Pavilion for Fruits and Vegetables

The pavilion for fruits and vegetables is located in the northern half of the plot. It is accessed directly from the entrance access road and is situated north of the pavilion for farmers. A parking area for trucks and cars used by employees is developed around the perimeter of the building. The building is positioned in the northern part of the site. Its base has a distinct rectangular shape with a 3:1 ratio. The building has a height of Ground Floor + First Floor (G+1), with a height up to the eaves of 8.83 m, and up to the ridge of 11.20 m. The capacity of the building is designed to meet the current needs of trade/consumption, specifically the space required for trading, sorting, packaging, and cold storage. The need for physical space is defined based on demand estimates, while the size of the space for each activity is determined using efficient and tested ratios of tons per square meter in accordance with best international practices. The size and scope of the new complex are based on the potential relocation of the existing Kvantashki market to new facilities.

A 5-meter-wide area is developed around the perimeter of the building for loading and unloading, extending along its entire length. On the longitudinal sides of the building, this area is covered with a cantilevered canopy.

The main entrances for visitors to the building are located on the eastern and western sides, but there is also one entrance on the northern and southern sides, which lead directly to the sales hall. Each sales unit is also directly accessible from the loading area through separate entrances. Access for service vehicles—such as forklifts and hand carts—is provided at all four corners of the building, where ramps with a 7.5% slope are planned.

The ground floor of the hall is internally organized into 32 rental units, intended to accommodate producers. Each unit includes a storage area with a designated space for a cold room, and in front of each unit, there is a marked exhibition area facing the central hall for customer movement. Each

unit also has access to the exterior, leading to the loading and unloading dock. This setup allows for easier communication with the market stalls and ensures smooth handling of goods between the vehicle and the stall. On the mezzanine level of the building, additional spaces are planned to support each unit, with an approximate area of 70 m², which can be used as office space or additional storage. Access to these spaces is via independent staircases in each unit. The mezzanine also includes a designated area for a buffet/canteen/cafeteria, located in the central zone above the main sales corridor. This building also includes all accompanying auxiliary and service rooms: male and female restrooms, a restroom for persons with disabilities, a janitor's closet/hygiene room, storage rooms, and technical rooms. Since the building has large dimensions, in order to provide natural lighting and ventilation to the central hall, skylights are planned.

Building no. 3 - Farmers Pavilion

The farmers' pavilion is located in the southern half of the parcel. It is accessed via the main access road and entrance control, followed by a turn onto the southern internal road, which first passes by the Fruit and Vegetable Pavilion and then leads directly to the Farmers' Pavilion.

The building's capacity is designed to meet the current trade and consumption needs of small-scale producers, such as family-owned agricultural holdings. The spatial requirements were defined based on an assessment of market demand, while the size allocated to each activity was determined using efficient and tested ratios (tons per square meter) in accordance with best international practices. The size and scope of the new complex are based on the potential relocation of the existing Kvantaški Market to new facilities.

The Farmers' Pavilion has a simple rectangular shape. The building consists of a ground floor and one upper floor, with a height of 8.3 meters to the eaves and 11.2 meters to the ridge. A peripheral loading/unloading area runs along the entire length of the building. It is 5 meters wide and 1.05 meters high. The ground floor elevation is level with the docking platform, also at a height of 1.05 meters. The main entrances are located on the east and west sides of the building. To bridge the height difference, access staircases are provided on both sides, and additional platforms are included for people with disabilities. Access for forklifts and hand trolleys is ensured at all four corners of the building, where ramps with a slope of 7.5% are planned. From the loading/unloading zone, there is direct access into the building's interior via sectional doors running along the full length of the structure. The interior of the building is organized into several functional zones. On the eastern and western ends, service areas are provided, including restrooms, storage rooms, cold storage areas, technical rooms, and stairwells leading to additional space located above the ground-floor service zones. The central area of the hall, spanning the full height of the building, houses the market stall area and equipment for sorting agricultural products. There are a total of 141 permanent positions for setting up individual vendor stalls, along with 39 additional positions that can be used when the product sorting lanes are not in operation. These positions are only marked on the floor, and each vendor is responsible for arranging their stall within the leased area. Aisles are left between the stalls to allow space for both shoppers and forklifts to move through the market.

Building no. 4 - Administrative Building

The administrative building plays a significant role in the newly designed complex, as all technical, commercial and administrative services essential for the uninterrupted operation of all of it's

functions, as well as for its development, will be centralized within it. The administrative building is located on the northern half of the plot, immediately after the control gate entrance, as one of the main programs in the whole complex.

The building has a rectangular shape with dimensions of 17.8 m / 30.4 m and a floor height of P+1 with a ridge height of $H = 9.11$ m. The concept of the space distribution in the building arises from the grouping of rooms with similar or identical functions. The sizing of these rooms has been determined based on the assumption that the building will be serviced by 20-25 employees. On the ground floor, the main entrance is located on the eastern side, directly accessible from the parking area, provided for the employees of the building. The administrative building will have a small entrance control office. Programmatically, the ground floor accommodates a public service activities, such as a medical room, bank counters, currency exchange, etc., as well as a restaurant. All these premises will be leased to interested parties. In the central part of the ground floor, there is a staircase core leading to the upper floor, as well as common restrooms and a restroom for people with disabilities, shared by all service activities. However, the restaurant and medical room have their own separate restrooms. The restaurant has a capacity for 40 guests, for which a kitchen is planned with a separate service entrance for employees, changing rooms, and restrooms with a clean and dirty corridor, as well as a storage room for products. The upper floor of the building houses the administration for the Logistics-Distribution Center. The interior of the floor is organized around a central part containing the stair core, sanitary facilities, and a kitchenette for employees. Two corridors run longitudinally on both sides of this central area, allowing circular movement within the space, while the work offices are arranged along the corridors. In this way, all office spaces are provided with natural daylight and ventilation. The office spaces are designed with easy-to-assemble and dismantle walls to enable flexibility in reorganizing work positions, the number of workstations, and so on.

Building no. 5 - Pallet Handling Building

The pallet handling building is located in the southeastern part of the site, in close proximity to the waste management building. The positioning of the building on the site allows for unobstructed access from all sides. The entire plot area is utilized for the development of parking spaces to meet the needs of all buildings. On the western side of the pallet building, there is a parking area for cars, and on the eastern side, a parking area for heavy vehicles. The main entrance to the building is located on the northwestern side and is accessed via stairs. Additionally, a modular platform is provided to allow access for people with disabilities.

The building's capacity is designed to meet the needs for pallet storage. Internally, space is divided into several zones. The open area - the pallet hall - is where sorting is carried out by material and size, and a series of enclosed rooms (storage areas, administrative offices and restrooms) are located on the western side of the building. These rooms are elevated by +15 cm above the ground floor level to protect them from the daily maintenance activities in the main hall. For access by people with disabilities, a ramp with a slope of 8.33% is provided.

The height of the office space is defined between the finished floor level and the dropped ceiling, with a minimum height of 285 cm. The hall has a minimum usable height of 6 meters. In the southern part of the building, there is a partitioned room designated for pallet repair, which is accessible from the outside by forklifts or hand trolleys via a ramp with an 8% incline. On the eastern side of the building, in the outdoor area, a docking zone 3 meters wide is provided. It serves

as a space for loading/unloading and the delivery of pallets, along with parking space for heavy vehicles.

Building no. 6 - Waste Management

The waste management building is in the southeastern part of the site, near the pallet handling building. On the right side of the building, there is a parking area for trucks, and on the left side there is a parking area for cars. At the end of the street, there is a maneuvering area and waste management space - a container area. Access to the building is provided from multiple sides. On the eastern side, there is a ramp with an 8% slope that allows access to the docking area for forklifts or hand trolleys. On the southern side, there are two entrances, and one entrance is located on the western side. The building has a rectangular shape, elevated by 1.05 m from the street level relative to the docking level. The design of the building is developed on the ground floor level, with a ridge height of $H = 7.68$ m. The capacity of the building is designed to accommodate space for the collection, separation, dehydration, and packaging of commercial waste. The dominant area is the space for sorting, dehydrating, and packaging the waste. Centrally, there is a conveyor belt. On the western side of the building, there are partitioned administrative rooms, a laboratory, toilets, and a warehouse.

Building no. 7 - Public Toilets

Within the boundaries of the construction plot 12.1, Municipality of Gazi Baba, the construction of a sanitary unit is planned, which should represent a spatial unit in which functions indirectly connected to each other will take place. The public toilets are located on the southeastern side, near the complex facilities for wholesale trade - Agri Food Platform, and near a designated parking space for motor vehicles as well as for heavy goods vehicles.

The building is developed on the ground floor only, with a total net area of 69.95 m^2 . The sanitary facility is planned to consist of three sanitary rooms: a men's toilet, a women's toilet, and a toilet for people with disabilities. Within the entrance anteroom, lockers are provided for storing users' clothing and personal belongings. The sanitary unit is planned to be built from quality modern materials, that comply with the standards of contemporary construction. The cabins are planned to be separated from each other by lightweight prefabricated partitions that are easy to maintain and use.

Technical Facilities

All other necessary technical facilities should be provided on the plot, such as a water treatment plant, a water well, water tanks for technical water and sanitary water, filter station, pumping station, an electrical substation, etc.

2.2. Road and Traffic Solution

The solution developed in the Main Traffic Project has been prepared in accordance with the available documentation, the detailed urban plan, the urban project, and the applicable legal regulations governing traffic design. The proposed traffic regime, including horizontal and vertical signage, is intended to provide timely information to traffic participants, enhance the level of service and capacity, improve safety within the building complex, and ensure proper connectivity of the facility to the public street network.

Access to the complex will be from Street 19, initially through a single lane in each direction (1+1), expanding to two lanes per direction (2+2), with electronic barriers ensuring controlled entry and exit. The development foresees seven buildings located within CP 217/24 of the cadastral municipality Singelic 3 and CP 925/18 of the cadastral municipality Brnjartci. Internal roads and parking areas are designed to facilitate smooth circulation and convenient access for both visitors and employees.

A total of 344 parking spaces will be provided within the parcel, distributed around the planned buildings to meet the needs of both visitors and staff. The distribution of parking spaces within Parcel 12.1 is presented in the table, in accordance with the Urban Project.

2.3. Hydrotechnical Installations

For the subject facility, the construction of a complex of wholesale trade facilities (Agri-food platform), with construction purpose B2.6 and V4.1, on G.P.12.1. in the Municipality of Gazi Baba Skopje, technical documentation has been prepared at the level of Detailed Design, for the external and internal supply and drainage installations. The hydrotechnical installations project is fully compliant with all design phases and aligned with the equipment planned for installation within the facility.

During the preparation of the Detailed Design, the following hydrotechnical installations were included:

- Sanitary plumbing installations,
- Wastewater sewerage,
- Firefighting network
- Storm water network

Sanitary plumbing installations

The facility is planned to be supplied with sanitary water through a sanitary water tank. A water measuring line is led from the tank to each object on the plot. From the $\Phi 3/4$ " water meter, the water supply line with a diameter of DN40mm enters the building and climbs to the ceiling of the ground floor (height 3.0 m). From the horizontal distribution, vertical pipes are lowered to each sanitary node at an elevation of 0.5 m. The water requirements for sanitary plumbing are 1,038 l/s. The horizontal and vertical pipes are galvanized, while those in the toilets are plastic. Valves have been installed at the distribution point of each vertical and before entering the toilets. The hot water in the building will be supplied through 5 boilers with a volume of 10 liters and a large boiler of 100 liters. The canteen is supplied through a central water heater.

Faecal sewage installations

The external faecal sewage network is designed to connect through a newly constructed manhole leading to the treatment plant. The internal sewage system has been developed in accordance with the architectural foundations. The project foresees the installation of PVC sewer pipes with appropriate fittings, including revisions of the faecal verticals. Wastewater drainage from the

building is gravity-based. Prior to discharge into the public street network, wastewater will be treated in a plant to achieve purification up to the second category.

The dimensions of the internal faecal sewage system are determined in line with recommendations from relevant technical literature and the specific requirements of the sanitary facilities. Pipes are routed either beneath the slab or within the walls. At roof level, the sewer verticals terminate with ventilation heads, the diameters of which exceed those of the corresponding verticals to ensure proper ventilation.

Firefighting network

In accordance with the Rulebook on Technical Norms for the Fire Hydrant Network, for protection of the facility, a water quantity of 10 l/s is envisaged, with simultaneous operation of two internal and one external hydrants, or two external hydrants.

From the technical water tank (supplied through a well), the pipeline is led to a hydrant pump (a pump is foreseen which should have the following characteristics $Q=10$ l/s and $H=41$ m, since the pump is common to the internal and external hydrants) where a pipeline with a diameter of DN75 enters the administrative building. There are 4 internal hydrants installed in the building.

The external hydrant network will be supplied through external underground hydrants that are placed both in front and behind the building.

A quantity of water of 10 l/s is provided, with simultaneous operation of two internal and one external hydrant, or two external hydrants.

Sanitary equipment and fittings

The sanitary equipment and fittings are taken from the architectural layout plans and are in accordance with the standards and regulations for this type of facilities.

Storm water network

According to the architectural and urban solution, the storm water from the streets, roof surfaces, gutters and grates is captured and led to inspection shafts, which are then taken to the side channels of the plot.

2.4. HVAC - Mechanical engineering

The administrative building consists of: ground floor and first floor. On the ground floor there are: the machine room, the lobby, the restaurant and the kitchen with ancillary rooms, storage rooms, refrigerators, staff rooms, sanitary facilities with wardrobes, as well as toilets for guests in the restaurant and a toilet for people with disabilities. Also on the ground floor is a medical room with a waiting room and toilet and five offices for employees of the complex. On the first floor there is a lobby, a corridor, employee toilets, a meeting room and nine offices.

The calculation of heat loads is made for an external design temperature of -15°C , for heat gains $+35^{\circ}\text{C}$, and the heat transfer coefficients are in accordance with the construction physics of the

building, and less than or equal to the maximum permitted heat transfer coefficients according to the rulebook on energy performance of buildings.

The EN12831 standard is used for the calculation of heat loads, while VDI2078 is used for heat gains. Ventilation calculations are made in accordance with the applicable regulations for the appropriate types of rooms and the appropriate air changes.

The following internal design temperatures have been adopted:

Winter external design temperature -15°C.

- Hallway, vestibule, stairwell +18°C,
- Lobby, restaurant and kitchen, staff rooms, meeting room, medical room +20°C,
- Toilets and wardrobes with sanitary facilities +22°C.

Summer outdoor design temperature +35°C.

- For all rooms +25°C is adopted.

The Main HVAC design envisages the following installations:

- Primary source of heat energy for heating and cooling and production of DHW – high temperature heat pumps as the only energy source,
- Heating-cooling installation with fan coil units (parapet, ceiling cassette and duct for recuperators) separately for the kitchen with the restaurant and the administrative building,
- Installation for heating toilets with wall panel electric heaters,
- Installation for preparing sanitary hot water for the kitchen,
- Installation for ventilation of the restaurant and meeting room with recuperators,
- Installation for ventilation of toilets, sanitary facilities and wardrobes,
- Installation for ventilation of the kitchen with kitchen hoods and roof fans and intake of fresh treated air.

2.5.Electric installations

The following electrical installations are planned:

- High current installations: power cables and distribution boards, electric lighting installations, electrical plug installations, electrical installations for thermotechniques, installations for equalization of potential.
- Low voltage installations: Installations for automatic notification and fire alarm, Installations for structural cabling, Installation for video surveillance, Installation for access control

- Protective grounding and lightning protection installation: protective grounding, lightning protection installation.
- Photovoltaics panels on the roof of the buildings.

The complete set of documents is compiled in **Annex I - Detailed Project Design** and is available at the following [link](#).

The complete set of documents is compiled in **Annex II – Photovoltaics** and is available at the following [link](#).

The complete set of documents is compiled in **Annex III - Revision of Detailed Project Design** and is available at the following [link](#).

The complete set of documents is compiled in **Annex IV - Revision of Photovoltaics** and is available at the following [link](#).

Specification

The complete set of documents is compiled in **Annex V– Technical Specifications** and is available at the following [link](#).

Environmental and Social (ES) requirements

The complete set of documents is compiled in **Annex VI - Environmental and Social (ES) requirements**, and is available at the following [link](#).

The following environmental and social framework documents prepared under the Agriculture Modernization Project are publicly available on the Client's official website (<https://amp.mk/documents/>) and apply to the Project, as relevant:

- Environmental and Social Management Framework (ESMF);
- Revised Resettlement Policy Framework (RPF); and
- Stakeholder Engagement Plan (SEP).

The project-level Grievance Redress Mechanism (GRM) is publicly accessible through the Client's official website at:

<https://amp.mk/contact/>

Contractor’s Representative and Key Personnel

Contractor’s Representative and Key and Non-Key Personnel

The Bidder must demonstrate that it has the **KEY PERSONNEL** listed hereafter:

No.	Position	Total professional work experience (years)	Total experience in similar ¹ works (years)
1	One (1) Project Manager with valid Authorization A for Construction Engineer with an university degree in civil engineering (BSc equivalent or higher), experienced with internationally financed projects, at least one project under FIDIC or similar internationally accepted forms of contract, with experience in assignments of similar scope and nature of the project, and at least 2 (two) assignments as a Project Manager, fluency in English.	15	10
2	Two (2) Site Managers – Civil Engineers with valid Authorization A for Construction Engineer with an university degree in civil engineering (BSc equivalent or higher), experienced with internationally financed projects, at least one project under FIDIC or similar internationally accepted forms of contract, with experience in assignments of similar scope and nature of the project, and at least 2 (two) assignments as a Site Manager, fluency in English.	10	7
3	One (1) Site Manager - Architect with valid Authorization A for Construction Engineer with an university degree in architecture (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar	10	7

¹ The following areas will be accepted as similar works: construction works on agri-food, agro-logistics and agro-processing facilities, wholesale markets, or equivalent projects such as logistics centres, industrial zones, warehouse complexes, commercial hubs, markets, or industrial parks, etc

	scope and nature of the project, and at least 2 (two) assignments as a Site Manager, fluency in English.		
4	One (1) Mechanical engineer with valid Authorization A for Construction Engineer with an university degree in Mechanical Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project, and at least 2 (two) assignments as a Mechanical Engineering	7	5
5	One (1) Electrical engineer with valid Authorization A for Construction Engineer with an university degree in Electrical Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project, and at least 2 (two) assignments as a Electrical Engineering	7	5
6	One (1) Geotechnical Civil Engineer with valid Authorization A for Construction Engineer with an university degree in Civil Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project, and at least 2 (two) assignments as a Geotechnical Civil Engineering	7	5
7	One (1) Health and Safety Engineer, with valid Certificate for H&S issued by a relevant National Authority; familiar with WB policies on safeguards and core labor standards, with experience in assignments of similar scope and nature of the project and at least 2 (two) assignments as a Health and Safety Engineering	5	3
8	One (1) Environmental and Social Expert, with an University degree, Bachelor or Master in environment, biology, chemistry, geology or other relevant natural sciences Authorization for EIA and SEA from MoEPP, in environmental assessment; familiar with WB policies on social safeguards, gender development, and core labor standards is preferable, with experience in assignments of similar	5	3

	scope and nature of the project, and at least 2 (two) assignments as an Environmental and Social Expert		
9	One (1) Geodetic Engineer - Surveyor with valid Authorization A for Construction Engineer with an university degree in Civil Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project	5	3
10	One (1) Civil engineer for Road Works with valid Authorization A for Construction Engineer with an university degree in Civil Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project	5	3
11	One (1) Civil engineer for Hydrotechnical Works with valid Authorization A for Construction Engineer with an university degree in Civil Engineering (BSc equivalent or higher), experienced with internationally financed projects, with experience in assignments of similar scope and nature of the project	5	3
12	One (1) Quality Control Expert – QA/QC with proven knowledge of Macedonian na International Standards (EN), fluency in English	5	3
A minimum of 100 (one hundred) full-time employees confirmed by an authorized government institution.		3	1

Note: Form PER-2 and the Curriculum Vitae (CV) submitted for the Personnel must be signed by the Expert proposed for the assignment. In accordance with the laws of the Republic of North Macedonia, the Personnel shall bear civil and criminal liability for the authenticity of the information provided in their CVs.

Drawings

The complete set of documents is compiled in **Annex VII - Drawing** and is available at the following [link](#).

Supplementary Information

- **Access road**

The access road to the Site will be constructed by the Municipality of Gazi Baba and is not included in the Scope of the Works under this Contract. The Municipality will adapt the access road to enable safe and uninterrupted access and transport required for execution of the Works at the designated location. The Bidder shall plan its mobilization and logistics accordingly and coordinate, as necessary, with the relevant authorities during execution.

- **Substation**

The substation will be constructed by EVN and is not included in the Scope of the Works under this Contract. The Bidder shall, in its Programme and Method Statement, allow for and manage the necessary interface coordination with EVN to the extent such interfaces affect execution, testing, and commissioning of the Works.

- **Language precedence for technical specifications**

The Technical Specifications are issued in both English and Macedonian. In the event of any discrepancy, inconsistency, ambiguity, or conflict between the English and the Macedonian versions of the Technical Specifications, the Macedonian version shall prevail.

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

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

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

International Federation of Consulting Engineers (FIDIC)

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Section IX - Particular Conditions

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

Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	N/A
Employer's name and address	1.1.31	Ministry of Agriculture, Forestry and Water Economy of the Republic of North Macedonia, Agriculture Modernization Project Aminta Treti Street No. 2, Floor or Room 329, 1000 Skopje, Republic of North Macedonia Email procurement@amp.mk
Engineer's name and address	1.1.35	The Engineer shall be the Supervision Engineer appointed by the Employer, address for communications as per Sub Clause 1.3(d).
Bank's name	1.1.89	International Bank for Reconstruction and Development IBRD, The World Bank
Borrower's name	1.1.90	<u>The Republic of North Macedonia</u>
Time for Completion	1.1.84	450 days (per definition of 15 months for the purpose of the contract)
Defects Notification Period	1.1.27	Twenty-four (24) months minimum, or the period offered by the successful tenderer if longer
Sections	1.1.73	N/A
Electronic transmission system	1.3 (a) (ii)	Email, with PDF attachments and confirmation of receipt.

Conditions	Sub-Clause	Data
Address of Employer for communications:	1.3(d)	Aminta Treti Street No. 2, Floor or Room 329, 1000 Skopje, Republic of North Macedonia
Address of Engineer for communications:	1.3(d)	To be confirmed in the Notice of Appointment of the Engineer.
Address of Contractor for communications:	1.3(d)	To be stated in the Contract Agreement by the successful Contractor.
Governing Law	1.4	Laws of the Republic of North Macedonia.
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	2 additional paper copies, plus one electronic copy in PDF.
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The Accepted Contract Amount
Site	1.1 74	The project site located within the Economic Zone in the Municipality of Gazi Baba, Skopje, between Hypodrom and Singelik interchanges along the Skopje Ring Road, including all storage and working areas forming part of the Site.
Time for access to the Site	2.1	No later than the Commencement Date. The Commencement Date shall not be issued until the Building Permit is obtained and full access is granted.

Conditions	Sub-Clause	Data
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 5% shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	N/A
Performance Security	4.2	Demand guarantee in the amount of 10% of the Accepted Contract Amount, in the same currency(ies) as the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	N/A
Period for notification of errors in the items of reference	4.7.2 (a)	28 days
Period of payment for temporary utilities	4.19	28 days
Number of additional paper copies of progress reports	4.20	2 additional paper copies, plus one electronic copy in PDF.
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	30%
Parts of the Works for which subcontracting is not permitted	5.1(b)	N/A
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the

Conditions	Sub-Clause	Data
		employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	Monday to Saturday, 07:00 to 19:00. Contractor may work outside normal hours, including Sundays and night shifts, subject to Laws and Engineer's prior notice and approvals where required.
Number of additional paper copies of program	8.3	2 additional paper copies, plus one electronic copy in PDF.
Delay damages payable for each day of delay	8.8	0.05% of the Accepted Contract Amount less provisional sum for DAAB, per day.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	As stated in the Bill of Quantities and its Preamble.
Cyber security- Variation	13.3.1(a)	N/A
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	10%
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	<p>(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20%</p> <p>(b) percentage deductions for the repayment of the Advance Payment 25%</p>

Conditions	Sub-Clause	Data
Period of payment	14.3	Monthly
Number of additional paper copies of Statements	14.3(b)	2 additional paper copies, plus one electronic copy in PDF.
Percentage of retention	14.3(iii)	5%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Minimum Amount of Interim Payment Certificates	14.6.2	1% of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days

Conditions	Sub-Clause	Data
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	3 percentage points above the average bank short term lending rate.
Permitted deductible limits	19.1	<p>Maximum deductible per event EUR 5,000 equivalent in MKD</p> <p>insurance required for the Works: Contractor's All Risks, sum insured full replacement value of the Works plus 15%</p> <p>insurance required for Goods: Included under CAR for Works or separate cover at invoice value plus 10%</p> <p>insurance required for liability for breach of professional duty: N/A</p> <p>insurance required against liability for fitness for purpose (if any is required): No</p> <p>insurance required for injury to persons and damage to property: Third party liability minimum EUR 1,000,000 per event, unlimited events</p> <p>insurance required for injury to employees: Employers liability as per applicable law, plus contractors accident insurance for all personnel</p> <p>Other insurances required by Laws and by local practice: N/A.</p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15%

Conditions	Sub-Clause	Data
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Earthquake, flood, storm, landslide, fire.
Amount of insurance required for injury to persons and damage to property	19.2.4	The insurance for injury to persons and damage to property shall be in amount not less than 2,000,000 EUR per occurrence, with no limit to the number of occurrences
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Skopje, Republic of North Macedonia. The language shall be English.

Part B - Special Provisions

Sub-Clause 1.1.49	The Sub-Clause is replaced with:
Laws	“ Laws ” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”
Sub-Clause 1.1.74	The Sub-Clause is replaced with:
Site	“ Site ” means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88	
Sub-Clause 1.1 89 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90	“ Borrower ” means the person (if any) named as the borrower in the Contract Data.
Borrower	
Sub-Clause 1.1.91	“ ES ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
ES	
Sub-Clause 1.1.92	“ Sexual Exploitation and Abuse ” “(SEA)” means the following:
Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)	<p>Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p>

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

Sub-Clause 1.2

Sub-paragraph (a) is replaced with the following:

Interpretation

(a) “Words indicating one gender include all genders;

“he/she” is replaced with:” it;”

“him/her” is replaced with “it;”

“his” and “his/her” are replaced with: “it’s;”

“himself/herself” are replaced with: “itself”.”

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

sub-paragraph (k) is added:

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

Sub-Clause 1.5

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

Priority of Documents

“(f) the Particular Conditions Part C- Fraud and Corruption;

(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;

(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;”

and the list renumbered accordingly.

Sub-Clause 1.6

The last paragraph is replaced with:

Contract Agreement

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

Sub-Clause 1.12**Confidentiality**

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

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

Sub-Clause 1.17**Inspections & Audit by the Bank**

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

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

Sub-Clause 2.4**Employer’s Financial Arrangements**

The first paragraph is replaced with:

“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”

The following sub-paragraph is added at the end of Sub-Clause 2.4:

“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the

Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”

Sub-Clause 2.6

**Employer-Supplied
Materials and
Employer’s Equipment**

[If Employer- Supplied Materials are listed in the Works’ Requirements for the Contractor’s use in the execution of Works, the following provisions may be added]:

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Specification, at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection.”

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall make the Employer’s Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

Unless expressly stated otherwise in the Specification, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's personnel to or from the Site."

Sub-Clause 3.1

The following is added at the end of the first sub-paragraph:

The Engineer

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or
 - (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the

Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

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

**Engineer’s
Representative**

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

Sub-Clause 3.4

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

**Delegation by the
Engineer**

“If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.”

Sub-Clause 3.6

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

**Replacement of the
Engineer**

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

Sub-Clause 4.1

The following is inserted after the paragraph “The Contractor shall execute the Works...”:

**Contractor’s General
Obligations**

“The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors’ Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

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

“All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.”

The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].”

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.

“if so stated in the Specification, the Contractor shall:

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

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

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

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

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

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

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

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

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

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible

currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”

In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

Sub-Clause 4.2.1

**Contractor’s
obligations**

The first paragraph is replaced with:

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

Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”

Sub-Clause 4.2.2

**Claims under the
Performance Security**

The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”

Sub-Clause 4.2.3

In sub-paragraph (a) “21 days” is replaced with: “28 days”.

**Return of Performance
Security****Sub-Clause 4.3****Contractor's
Representative**

The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

Sub-Clause 4.6**Co-operation**

The following is added after the first paragraph:

"The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."

Sub-Clause 4.8**Health and Safety
Obligations**

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

“

- (h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (j) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

- (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”

The second and third paragraphs are replaced with the following:

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

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

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

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating

procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

- (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
 - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and
- (b) any other requirements stated in the Specification.

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

Sub-Clause 4.15

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

Access Route

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

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

Sub-Clause 4.18
Protection of the
Environment

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

“The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.

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

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

Sub-Clause 4.20
Progress Reports

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

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

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

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

age of the person who experienced the alleged incident should be included in the information.

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

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

Sub-Clause 4.21

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

Security of the Site

“Sub-Clause 4.21 Security of the Site

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

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

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

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

applicable Laws and any requirements set out in the Specification.

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

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

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

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

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

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

4.24.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases

are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.3 Serious Safety Issues

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

4.24.4 Obtaining natural resource materials in relation to supplier

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

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

Sub-Clause 4.25 Code of Conduct

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

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

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

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

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

Sub-Clause 5.1

Subcontractors

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

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

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

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

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

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

Sub-Clause 5.2.2

In sub-paragraph (c):

Objection to Nomination

“and” is deleted from the end of (i);

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

The following is then added as (iii):

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

Sub-Clause 6.1**Engagement of Staff and Labour**

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

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

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor’s foreign personnel.”The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”

Sub-Clause 6.2**Rates of Wages and Conditions of Labour**

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

“The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

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

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

Sub-Clause 6.5 Working Hours

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

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

Sub-Clause 6.6

The following is added as the last paragraph:

Facilities for Staff and Labour

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

Sub-Clause 6.7

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

Health and Safety of Personnel

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

Sub-Clause 6.9

The Sub-Clause is replaced with:

Contractor's Personnel

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

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

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;

- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).

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

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

Sub-Clause 6.10

Sub-Clause 6.10(a) is replaced with the following:

Contractor’s Records

“Occupations, actual working hours for each class and skill category of Contractor’s Personnel including identifying those engaged through local labour.”

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

Sub-Clause 6.12

Key Personnel

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

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

- Sub-Clause 6.13**
Foreign Personnel
- The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
- Sub-Clause 6.14**
Supply of Foodstuffs
- The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- Sub-Clause 6.15**
Supply of Water
- The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- Sub-Clause 6.16**
Measures against Insect and Pest Nuisance
- The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- Sub-Clause 6.17**
Alcoholic Liquor or Drugs
- The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- Sub-Clause 6.18**
Arms and Ammunition
- The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- Sub-Clause 6.19**
- The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

Festivals and Religious Customs**Sub-Clause 6.20****Funeral Arrangements**

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

Sub-Clause 6.21**Forced Labour**

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

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

Sub-Clause 6.22**Child Labour**

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

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

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

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely

to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

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

Sub-Clause 6.23

Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers, and whether they are local labour as specified in Sub-Clause 6.1. These records shall be submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

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

organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25

Non-Discrimination and Equal Opportunity

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

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

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

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

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

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

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

Sub-Clause 6.27

Training of Contractor’s Personnel

The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.

Sub-Clause 7.3 Inspection

The following is added in the first paragraph after “Employer’s Personnel” “(including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)”

The following is added as (b) (iv):

“(iv) carryout environmental and social audit, and”

Sub-Clause 7.7

Ownership of Plant and Materials

The following is added before the first paragraph:

“Except as otherwise provided in the Contract,”

Sub-Clause 8.1

Commencement of Work

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

“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

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

Sub-Clause 8.3

The following is added as Sub-Clause 8.3(l):

“Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)”.

Sub-Clause 11.7

Right of Access after Taking Over

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

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

- Sub-Clause 13.3.1**
Variation by Instruction
- Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”
- Sub-Clause 13.4**
Provisional Sums
- The following is inserted as the penultimate paragraph:
“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”
- Sub-Clause 13.6**
Adjustments for Changes in Laws
- The following paragraph is added at the end of the Sub-Clause:
“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
- Sub-Clause 14.1**
The Contract Price
- The following is added at the end of the Sub-Clause:
“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be

provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining.”

Sub-Clause 14.2.1

The first paragraph is replaced with:

Advance Payment Guarantee

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer.”

Sub-Clause 14.3

Application for Interim Payment

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement).”

Sub-Clause 14.6.2

“and/or” from subparagraph (b) is deleted.

Withholding (amounts in) an IPC

The following is then added as subparagraph (c) and (d) and sub-paragraph (c) of the Sub-Clause is renumbered as (e):

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be

withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the Works' Requirements which may include working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s)."

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

d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met.

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as

determined by the Engineer, may be withheld until the obligation has been performed.”

Sub-Clause 14.7**Payment**

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

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

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

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

Sub-Clause 14.9**Release of Retention Money**

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

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

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

Sub-Clause 14.15

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies.”

Currencies of Payment**Sub-Clause 15.1**

“and” is deleted from (b) and

Notice to Correct

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d).” Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

Sub-Clause 15.2.1**Notice**

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

Sub-Clause 15.8

The following new Sub-Clause is added:

Fraud and Corruption

“

15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

Sub-Clause 16.1

The following paragraph is inserted after the first paragraph:

Suspension by Contractor

“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”

Sub-Clause 16.2.1

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

Notice

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

sub-paragraph (f) is replaced with:

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

Sub-Clause 16.2.2

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

Termination

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

Sub-Clause 17.7	The following Sub-Clause is added as 17.7:
Use of Employer's Accommodation/Facilities	<p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”</p>
Sub-Clause 18.1	Sub-paragraph (c) is substituted with:
Exceptional Events	“(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4	The following is added at the end of sub-paragraph (b) after deleting the “.”:
Consequences of an Exceptional Event	“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5	In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably.”
Optional Termination	
Sub-Clause 19.1	The following paragraphs are added after the first:
General Requirements	<p>“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p>

Sub-Clause 19.2 insurance to be provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”
Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment.”
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement.” After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”.
Sub-Clause 21.6 Arbitration	In the first paragraph, “international arbitration” up to the end of (c) is deleted and replace with the following: “arbitration. Arbitration shall be conducted as follows:

(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].

(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.”

Appendix- General Conditions of DAAB Agreement

- | | |
|------------------------------|---|
| 1. Definitions | In Sub-Clause 1.8 a(i): “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer.” |
| 2. General Provisions | Sub-Clause 2.2 is deleted in its entirety. |
| 3. Warranties | <p>Sub-Clause 3.3 is deleted and replaced with the following:</p> <p>“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:</p> <ul style="list-style-type: none"> a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; c) has received formal training as an adjudicator from an internationally recognized organization; d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; |

- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”

7. Confidentiality

In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:

“or (d) is being provided to the Bank.”

9. Fees and Expenses

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

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

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹; (ii) to be a nominated ² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect ³ all accounts, records and
-

other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

Metrics for regular reporting:

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b. health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d. status of all permits and agreements:
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. health and safety supervision:
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

- f. worker accommodations:
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
 - (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:
 - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - (i) Worker grievances;
 - (ii) Community grievances
- l. Traffic, road safety and vehicles/equipment:
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
 - (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

- n. compliance:
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

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

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

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

Contract reference *[insert contract reference]*

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

SEA and/or SH Declaration
<p>We:</p> <ul style="list-style-type: none"> .. (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. .. (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. .. (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. .. (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. .. (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p>

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

Name of the Subcontractor _____

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

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

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

For the attention of Bidder's Authorized Representative

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

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

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

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

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

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

Project: *[insert name of project]*

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

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

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

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

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

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

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

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

4. How to request a debriefing

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

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* **(local time)**.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information, see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful 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	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 the directors or an

	(Yes / No)	(Yes / No)	equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the addenda Nos _____ (if any);
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Specification;
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - i. the ES Management Strategies and Implementation Plans;
 - ii. Code of Conduct for Contractor’s Personnel (ES); and
 - iii. Local Labour Method Statement.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the

Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

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

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

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

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

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

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

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

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

[signature(s)]

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