

**STANDARD PROCUREMENT  
DOCUMENT**

**Request for Bids  
Small Works  
(One-Envelope Bidding Process)**



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# Request for Bids Works

(Without Prequalification)

**Procurement of:**  
**REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS -  
SANTA MARIA (ILHA DO SAL)**

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**Employer:** Unidade de Gestão de Projetos Especiais (UGPE) | Ministério das Finanças e do Fomento Empresarial

**Project:** Resilient Tourism and Blue Economy Development in Cabo Verde Project

**Contract title:** REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL).

**Country:** Republic of Cabo Verde

**Credit No.:** IDA-71260

**RFB No:** 20/RTBED/UGPE/2022

**Issued on:** January 17, 2023



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# Request for Bids

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**Project:** Resilient Tourism and Blue Economy Development in Cabo Verde Project

**Contract title:** REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL).

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1. The Government of the Republic of Cabo Verde has received financing from the World Bank toward the cost of the **Resilient Tourism and Blue Economy Development in Cabo Verde Project** and intends to apply part of the proceeds toward payments under the contract for **REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL)**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.
2. The implementing agency, **Unidade de Gestão de Projectos Especiais (UGPE)**, now invites sealed Bids from eligible Bidders for **REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL)**. The national road "EN1-SL-01-Espargos-Santa Maria" constitutes the main transport infrastructure of the island, connecting the two most important cities (Santa Maria and Espargos) in addition to being the access road to the airport and the Murdeira and Algodoeiro ZDTI. The national road is still a strong artery in the development of tourist activities on the island and in the development of the national economy.
3. Bidding will be conducted through national competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers", dated July 2016 and revised in November 2017, August 2018 and November 2020 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from Unidade de Gestão de Projectos Especiais (UGPE) and inspect the bidding document during office hours from 8 a.m. until 4 p.m. (local time), during working days, at the address given below. In

addition, please refer to paragraphs 3.14, 3.15 and 3.17 setting forth the World Bank's policy on conflict of interest.

5. The Bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below.
6. Bids must be delivered to the address below on or before **March 15, 2023 at 3:00 pm (CV time)**. Electronic Bidding will be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below by **March 15, 2023 at 3:30 pm (CV time)**.
7. **All Bids must be accompanied by a Bid Security, in a form of a Bank Guarantee of 360.000 USD (three hundred and sixty thousand dollars).**
8. All Bids must be accompanied by a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.
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.

The address (es) referred to above is (are): [Aguinaldo.marc@mf.gov.cv](mailto:Aguinaldo.marc@mf.gov.cv)  
[Madelene.david@mf.gov.cv](mailto:Madelene.david@mf.gov.cv)  
C/C: [Nuno.gomes@mf.gov.cv](mailto:Nuno.gomes@mf.gov.cv)

10. Unidade de Gestão de Projetos Especiais | Ministério das Finanças e do Fomento Empresarial

Attn: Nuno Gomes – UGPE Coordinator  
Av. China, Edifício Tribunal Constitucional, 3º Andar  
Chã d'Areia - Cidade da Praia, Ilha de Santiago  
C.P.nº 145, Republica de Cabo Verde  
Tel: + 238 - 261 7584/261-6198  
Email: [madelene.david@mf.gov.cv](mailto:madelene.david@mf.gov.cv); [Aguinaldo.marc@mf.gov.cv](mailto:Aguinaldo.marc@mf.gov.cv)  
C/C: [Nuno.gomes@mf.gov.cv](mailto:Nuno.gomes@mf.gov.cv)

Coordinator,  
Nuno Gomes.

# Request for Bids Works

(Without Prequalification)

**Procurement of:**  
**REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01,  
ESPARGOS - SANTA MARIA (ILHA DO SAL).**

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**Employer:** Unidade de Gestão de Projetos Especiais (UGPE) | Ministério das Finanças e do Fomento Empresarial

**Project:** Resilient Tourism and Blue Economy Development in Cabo Verde Project

**Contract title:** REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL).

**Country:** Republic of Cabo Verde

**Credit No.:** IDA-71260

**RFB No:** 20/RTBED/UGPE/2022

**Issued on:** January 17, 2023





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# Standard Procurement Document

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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:

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

(b) if the context so requires, **"singular"** means **"plural"** and vice versa;

(c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

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

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

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

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

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

- (g) **“Contractor’s Personnel”** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and
- (h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

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, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of



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

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- (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;
- (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 procurement 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, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 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.

**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 include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)

- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2 Works' Requirements**

- Section VII - Works' Requirements

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

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

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

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

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

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 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 in no case 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 the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
  - (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
  - (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
  - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
  - (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (h) **Conformity**: a technical proposal in accordance with ITB 16;

- (i) any other document required **in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 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. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 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<sup>1</sup> 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

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<sup>1</sup> In lump sum contracts, delete "rates and prices and the."



requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable<sup>2</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiry of the Bid validity, the Employer may request Bidders to extend the period of 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

<sup>2</sup> For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

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 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 48.
- 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 extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.
- 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 constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
- 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 47; or

- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48;

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

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 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 interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

## 21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

- (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 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**
- 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

**Modification of Bids**

notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

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

**25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

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 remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 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 Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
  - (d) any alternative Bids.
- 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.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

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

- 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 31.
- 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. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or



(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

### **30. Nonmaterial Nonconformities**

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

30.2 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.

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

### **31. Correction of Arithmetical Errors**

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

(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of

the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

### 32. Conversion to Single Currency

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

### 33. Margin of Preference

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

### 34. Subcontractors

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

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

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

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<sup>3</sup> 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.

**35. Evaluation of Bids**

- 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment for nonconformities in accordance with ITB 30.3; and
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any

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<sup>4</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

<sup>5</sup> Daywork is work carried out following instructions of the Project Manager 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.

discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid price as with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.
- 39. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the

qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 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.
- 39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**40. Most Advantageous Bid**

- 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. **The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:**
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.

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

- 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**42. Standstill Period**

- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is

in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**43. Notification of Intention to Award**

43.1 The Employer shall send to each Bidder 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 names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

**F. Award of Contract**

**44. Award Criteria**

44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

**45. Notification of Award**

45.1 Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

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

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

#### **46. Debriefing by the Employer**

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

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

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing

received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

#### **47. Signing of Contract**

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

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

#### **48. Performance Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (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.

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

#### **49. Adjudicator**

49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the



appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**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.

ITB Reference	A. General
<b>ITB 1.1</b>	The Employer is: Unidade de Gestão de Projetos Especiais (UGPE) - Ministério das Finanças e do Fomento Empresarial The name of the RFB is: <b>FFB Nº: 20/RTBED/UGPE/2022 - REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL)</b> . The number and identification of lots (contracts) comprising this RFB is: <b>1 (one)</b>
<b>ITB 1.2(a)</b>	<b>Electronic –Procurement System</b> The Employer shall use the following electronic-procurement system to manage this Bidding process: <b>NA</b> The electronic-procurement system shall be used to manage the following aspects of the Bidding process: <b>NA</b>
<b>ITB 2.1</b>	The Borrower is: The Government of the Republic of Cabo Verde Loan or Financing Agreement amount: <b>USD 35 million US dollars</b> The name of the Project is: <b>Resilient Tourism and Blue Economy Development in Cabo Verde Project</b>
<b>ITB 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>NA</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Contents of Bidding Document	
<b>ITB 7.1</b>	For <b>Clarification of Bid purposes</b> only, the Employer’s address is: Attention: Aguiinaldo Marçal   Madelene David Country: Republic of Cabo Verde Telephone: (+238) 261 75 84 / 261 61 98 Electronic mail address: <a href="mailto:Aguinaldo.marc@mf.gov.cv">Aguinaldo.marc@mf.gov.cv</a> ; <a href="mailto:Madelene.david@mf.gov.cv">Madelene.david@mf.gov.cv</a> <a href="mailto:C/c:Nuno.Gomes@mf.gov.cv">C/c: Nuno.Gomes@mf.gov.cv</a>

<b>ITB 7.1</b>	Requests for clarification should be received by the Employer no later than: <b>14 days prior to the submission deadline, i. e. March 02, 2023.</b>
<b>ITB 7.1</b>	Web page: <b>site UGPE</b>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <b><i>shall not</i></b> take place.</p> <p>A site visit conducted by the Employer <b><i>shall be</i></b> organized and it will be at the following date, time and place:</p> <p>Place: <b>Main road connecting Espargos and Santa Maria – Sal</b></p> <p>Date: <b>February 15, 2023</b></p> <p>Time: <b>10H00</b></p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <b>English and / or Portuguese</b></p> <p>All correspondence exchange shall be in <b>Portuguese and/or English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>Portuguese.</b></p>
<b>ITB 11.1 (i)</b>	<p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:</p> <p>(a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons;</p> <p>(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and</p> <p>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Health and Safety Plan</b></p> <p>The Bidder shall submit Health and Safety Plan to manage in terms of Safety, Hygiene and Health risks.</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p>

The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.

**Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks**

The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:

- Sexual Exploitation and Abuse (SEA) prevention and response action plan; Shall include mitigations measures and action plan to avoid SEA/ SH. The code of conduct shall mention specifics measures suggested to avoid these risks.
- Traffic Management Plan to ensure safety of local communities from construction traffic : Road safety of local communities during the construction shall be considered as an integral part and high priority element of the Project. All safety precautions will be ensured during temporary and permanent works for the construction. For providing all required safety precautions the specific traffic management plans shall be prepared and implemented during construction stage.
- **Environmental and Social Management Plan (ESMP)** shall include: detailed specification, bill of quantities, execution drawings and contracting procedures for execution of the environmental mitigation and enhancement measures suggested, separate for pre-construction, construction and operation period, while specifying the roles and responsibilities for execution and supervision of each of the mitigation and enhancement measures, taking into account (i) compliance with applicable waste management rules and the fight against various forms of environmental pollution (water, noise, air, soil, subsoil, flora and fauna, etc.) and the degradation of soils and habitats (ii) the awareness and communication campaign prior to the works, including for the prevention of conflicts, gender-based violence and the prevention of sexually transmitted diseases including HIV-AIDS, COVID 19; (iii) the use, as a priority, of local labour and local materials as far as possible. In addition, the ESMP shall include good practice guides related to construction. The ESMP shall also list all mandatory government clearance conditions, and the status of procuring clearances.

The bidder shall consult and adopt the environmental and social study for the project of rehabilitation and improvement of national roads "EN1-SL-01,

	<p>Espargos/Santa Maria" and include its guidelines during the updating of the Environmental and Social Management Plan (ESMP)</p> <p>The Bidder should consult the project's environmental and social instruments, namely the Environmental and Social Management Framework (ESMF), Stakeholder Engagement Plan (SEP) and Resettlement Policy Framework (RPF), in order to align the plans to be developed with the guidelines stipulated in these instruments.</p>
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not be</b> permitted. The time for completion is fixed to eighteen months (18)
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b>NA</b>
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The price shall be quoted by the Bidder in: <b>EUROS, USD, CVE.</b> The Bidder may quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 18.1</b>	The Bid shall be valid until: <b>120 days i.e. until, July 13, 2023</b>
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b>NA</b>
<b>ITB 19.1</b>	A Bid Security <b>is</b> required. If a Bid Security shall be required, the amount and currency of the Bid security shall be <b>360.000 USD (three hundred and sixty thousand dollars)</b>
<b>ITB 19.3 (a)</b>	<b>Bank guarantee</b>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>2 copy (one in Portuguese and one in English, the original bid shall be in English) and an electronic version (USB key) with the Portuguese and English versions, using Adobe Acrobat file(s) (PDF) for the texts and Excel documents for the Price Schedules.</b> <b>In case of any discrepancy the original bid in English shall be prevails.</b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	

For **Bid submission purposes** only, the Employer’s address is:

**Unidade de Gestão de Projetos Especiais - UGPE**

**Av. China | Rampa Terra Branca – 3º piso | Chã d’Areia | Cidade da Praia  
(Ed. Tribunal Constitucional) - ZIP Code: C.P.145**

**Country: Republic of Cabo Verde**

**The deadline for Bid submission is:**

Date: **March 15, 2023**

Time: **3:00pm (CV time)**

**Bidders shall have the option of submitting their Bids electronically.**

The electronic Bidding submission procedures shall be:

**By email to the following addresses**

Email: [Aguinaldo.Marcas@mf.gov.cv](mailto:Aguinaldo.Marcas@mf.gov.cv); [Madelene.David@mf.gov.cv](mailto:Madelene.David@mf.gov.cv)

Cc : [Nuno.Gomes@mf.gov.cv](mailto:Nuno.Gomes@mf.gov.cv)

**Mandatory: Bids sent by email must be with a password-protection**

- (i) For submission of bids, the Bidders have the option to submit the proposals through the e-mail address indicated in the Request for Bids with a password-protection.
- (ii) In the case of proposals protected with a password, the bidders shall send the password prompt after the deadline for proposals submission to the e-mail address indicated above.
- (iii) The bidder must send the password **until 3:30 PM.**

**The email shall mandatory and clearly marked “Reference Number: RFB No: 20/RTBED/UGPE/2022- REHABILITATION IMPROVEMENTS OF THE ROAD EN1-SL-01, ESPARGOS - SANTA MARIA (ILHA DO SAL).**

**The Client will not assume any responsibility for bids submit through email address without password protection.**

**Not submission of passwords**

**Bids sent by email shall have an overall size until 9 MB, or be sent through a link.**

	<p><b>UGPE will promptly acknowledge receipt of the bids, still Bidders is strongly recommended to call to UGPE for confirmation of delivery at number:</b></p> <p><b>Unidade de Gestão de Projetos Especiais   Ministério das Finanças e do Fomento Empresarial</b>  <b>Tel: (+238) 261 7584 / 261 6198.</b></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p><b>Unidade de Gestão de Projetos Especiais - UGPE</b>  <b>Av. China   Rampa Terra Branca – 3º piso   Chã d’Areia   Cidade da Praia (Ed. Tribunal Constitucional)   Republic of Cabo Verde</b></p> <p>Date: <b>March 15, 2023</b>      Time: <b>3:30pm (CV time)</b></p> <p>The electronic Bid opening procedures shall be: <b>through the link to be sent in due course.</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.1</b>	A margin of domestic preference <i>shall not</i> apply.
<b>ITB 34.1</b>	At this time the Employer “does not intends” to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 34.2</b>	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: <b>NA</b>
<b>ITB 34.3</b>	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>10% of the total contract amount.</i></p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <b>shall</b> submit the Beneficial Ownership Disclosure Form.



<b>ITB 48.1 and 48.2</b>	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Nuno Gomes</p> <p><b>Title/position:</b> Coordinator</p> <p><b>Employer:</b> Unidade de Gestão de Projetos Especiais - Ministério das Finanças</p> <p><b>Email address:</b> <a href="mailto:Nuno.Gomes@mf.gov.cv">Nuno.Gomes@mf.gov.cv</a>; <a href="mailto:aguinaldo.marcas@mf.gov.cv">aguinaldo.marcas@mf.gov.cv</a></p> <p><b>CC:</b> <a href="mailto:madelene.david@mf.gov.cv">madelene.david@mf.gov.cv</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Employer’s decision to award the contract.</li> </ol>

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

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

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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## **1. Margin of Preference - Not Applicable**

## **2. Evaluation**

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

### **2.1 Adequacy of Technical Proposal**

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

### **2.2 Multiple Contracts: Not Applicable**

### **2.3 Alternative Completion Times – Not Applicable**

### **2.4 Sustainable procurement – Not Applicable**

### **2.5 Alternative Technical Solutions for specified parts of Works: Not Applicable**

### **2.6 Specialized Subcontractors: NA**

### 3. Qualification

The evaluation of the Bidder's qualification will be made on the basis of information provided by the Bidder in response to the qualification requirements requested in the tables "1. Eligibility Criteria", "2. History of Failure to Perform", "3. Financial Condition and Performance", "4. Experience", "3.5 Personnel", "3.6 Equipment" and in the Bid Forms

#### 3.1 Specialized Subcontractors

Only the specific experience of specialized subcontractors authorized by the Employer will be considered. The general experience and financial resources of the trade subcontractors shall not be added to those of the Bidder as evidence of qualification.

Specialized subcontractors must be qualified for the work for which they are proposed and meet the following criteria:

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State-owned enterprise or institution of the Borrower</b>	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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	<b>country</b>						
1.5	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2018 through December 31, 2021	Must meet requirement <sup>1 &amp; 2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid /Proposal</b>	Not under suspension based on execution of a Bid/Proposal Securing Declaration	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

<sup>1</sup> 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.

<sup>2</sup> 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	At least one Member	
	<b>Securing Declaration by the Employer</b>	pursuant to ITB 4.7 and ITB 19.9					
2.3	<b>Pending Litigation</b>	Bidder’s financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2018 through December 31, 2021	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized	N/A	Form CON-3 ES Performance Declaration

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Sexual Exploitation and Abuse)) contractual obligations in the past five years. <sup>4</sup>	contractor/s must also make the declaration.		Sub-contractor/s must also make the declaration.		
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has	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

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



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		already demonstrated such capacity and commitment on another Bank financed works contract.					
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>USD \$ 4.000.000</b> 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 currently in progress and for	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	At least one Member	
		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 <b>5 (Five)</b> years 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	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>US\$ 2,500,000,00</b> , calculated as total certified payments received for contracts in progress and/or completed within the last <b>5 (Five)</b> years, divided by <b>1(one)</b> years	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____%, _____ of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime	Must meet requirement	N/A	Must meet requirement	N/A	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	At least one Member	
		contractor, JV member, subcontractor, or management contractor for at least the last <b>10 (Ten)</b> years, starting 1 <sup>st</sup> January 2012.					
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of <b>3 (three)</b> similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or sub-contractor between 1st January 2017 and bid submission deadline: Less than or equal to 3 contracts, each of	Must meet requirement	Must meet requirement <sup>7</sup>	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)

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

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

<sup>7</sup> 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	At least one Member	
		minimum value 150.000.000 CVE, but with total value of all contracts equal or more than 500.000.000CVE; [In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be <i>selected from the options mentioned in ITB 35.4</i> ]  The similarity of the contracts shall be based on the following: <i>Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics</i>					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<i>including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITB 34.3</i>					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January <b>2017</b> and Application submission deadline, a minimum construction experience in the following key activities successfully	Must meet requirements <i>[Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 34.3]</i>	Must meet requirements <i>[Specify activities that may be met through a Specialized Subcontractor, if permitted in accordance with ITB 34.3]</i>	N/A	Must meet the following requirements for key activities listed below <i>[if applicable, out of the key activities in the first column of this 4.2 b), list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements</i>	Form EXP – 4.2 (b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		completed <sup>8</sup> : (i) 100,000.00 m3 of earthwork (ii) 5,000.00 m3 of foundation and base course work (iii) 80,000.00 m <sup>2</sup> of paving (bituminous concrete); (iv) 1,000.00 m3 of cement concrete; (v) 60,000.00 m2 of grinding (asphalt concrete).				<i>that have to be met by one member, otherwise this cell should state: "N/A".]</i>	
4.2 (c)							

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

<sup>8</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

## 4. Key Personnel

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

<i>No.</i>	<b>Position</b>	<b>Total Work Experience (years)</b>	<i>Experience in road works (years)</i>
<i>a)</i>	Chief Construction Engineer: Civil engineer with knowledge in roads, with a minimum Bac + 4 of higher education	10	7
<i>b)</i>	Roadway work supervisor / Earthworks/ Resident/ Sanitation/ of Works : TP or equivalent.	15	10
<i>c)</i>	Laboratory Technician (demonstrate qualification)	15	7
<i>d)</i>	Topographer: Topographer or equivalent, Bac + 2 of higher education.	10	7
<i>e)</i>	Occupational Health and Safety Expert (demonstrate qualification)	5	3
<i>f)</i>	Environmental and social safeguards expert: Environmental engineer or equivalent, with 4 years of higher education (must have experience in environmental management of road projects and in environmental and social impact assessment of infrastructure projects, with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases )	5	3

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

## 5. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Tank carrier with capacity $\geq$ 30 tons	1
2	Loader (950) or equivalent	2
3	CAT 140G grader or equivalent	1
4	gyratory	4
5	gyratory with hammer	2
6	Vibrating compactors	1
7	Semi-trailer truck with capacity $\geq$ 20 m <sup>3</sup>	4
8	Tipper trucks with capacity $\geq$ 17 m <sup>3</sup>	6
9	Cisterne truck (5000 liters)	2
10	Smooth cylinder	2
11	Tire cylinder	1
12	Bituminous concrete pavement	1
13	Crushing plant	1
14	Bituminous central	1
15	Milling machine	1
16	Bituminous emulsion spreader	1
17	Water tanker 10 000 liter	2
18	Automatic concrete mixer 3m <sup>3</sup>	2
19	Concrete vibrators	4
20	Lot of laboratory equipment	1
21	Lot of topography equipment	1
22	Backhoe	3
23	Compressor ECM 590 RR c/breakers and accessories or equivalent	1
24	Electrician crane	1

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





## Section IV - Bidding Forms

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## Letter of Bid

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

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

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

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

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

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

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

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

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

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

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

(e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]

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

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

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];*

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

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

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

(h) **Bid Validity:** 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;

(i) **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;

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

(k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate "none.")*

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

*[or]*

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

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

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

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

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

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

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

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

## **Schedules**

### **Bill of Quantities**

#### ***Objectives***

*The objectives of the Bill of Quantities are:*

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

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

#### ***Daywork Schedule***

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

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

#### ***Provisional Sums***

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

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

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



## 1. Sample Bill of Quantities<sup>1</sup>

### (Local Currency and Foreign Currency)

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

<sup>1</sup> In case of Lump-sum Contract, use Sample Activity Schedule.

### Activity Schedule

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

## 2. Schedule of Payment Currencies

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

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

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

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

**Table A - Local Currency**

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

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

**Table B - Foreign Currency –Not Applicable**

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

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

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

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

## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

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

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

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

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. *[insert number]* ("the RFB").

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

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the 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) fails to execute the contract agreement or (ii) fails 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; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the 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)]*

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

## **Technical Proposal**

### **Technical Proposal Forms**

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

## FORM PER -1

### Key Personnel Schedule

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

#### Key Personnel

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



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

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

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

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

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

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

## Declaration

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

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

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

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

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

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

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

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

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

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

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

## Equipment

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

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

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

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

## **Site Organization**

*[insert Site Organization information]*

The Bidder shall submit a construction site plan that is appropriate for the work planned in the specifications provided.

## **Method Statement**

*[insert Method Statement]*

The Bidder shall submit the descriptive and justificatory memory of the project to the contract according to the technical specifications of the specifications provided.

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

The Bidder shall submit a mobilization schedule that is appropriate for the work planned in the specifications provided.

## **Construction Schedule**

*[insert Construction Schedule]*

The Bidder shall submit a construction schedule detailing the work for all of the activities provided for in the specifications.



## **ES Management Strategies and Implementation Plans**

### **(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

## Code of Conduct for Contractor’s Personnel (ES) Form

### *Note to the Employer:*

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

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

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

### **Note to the Bidder:**

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

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

## CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

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

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

### **REQUIRED CONDUCT**

Contractor’s Personnel shall:

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

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

### **RAISING CONCERNS**

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract,*

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

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

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

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

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

FOR CONTRACTOR’S PERSONNEL:

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

Name of Contractor’s Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

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

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

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

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

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

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

## **Others**

## **Bidder's Qualification**

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

## Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>



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

(to be completed for each member of Joint Venture)

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

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

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

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <li><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.</li> <li><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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

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

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

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

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

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

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

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

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

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

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

Bidder’s Name: *[insert full name]*

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

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

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

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

<p>SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria</p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p style="padding-left: 40px;"><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</p>
<p>[If (d) or (e) above are applicable, provide the following information:]</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="padding-left: 40px;">Name of Employer: _____</p> <p style="padding-left: 80px;">Name of Project: _____</p> <p style="padding-left: 40px;">Contract description: _____</p>

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				



## Form FIN – 3.1: Financial Situation and Performance

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

**1. Financial data**

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

## 2. Sources of Finance

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

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

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>2</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>2</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2: Average Annual Construction Turnover

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

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

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

### Form FIN - 3.3: Financial Resources

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

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

## Form EXP - 4.1: General Construction Experience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<sup>3</sup> If applicable.



Address:	
Telephone/fax number	
E-mail:	

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

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

2. Activity No. Two

3. ....

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

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

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

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

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

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

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

## **Section V - Eligible Countries**

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

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

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

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



## **Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

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

### **2. Requirements**

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

2.2 To this end, the Bank:

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

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## **PART 2 – Works’ Requirements**





## Section VII - Works’ Requirements

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## Specification

### Scope of Works

The contract aims at carrying out rehabilitation and improvement works on the EN1-SL-01 road on the island of Sal.

These interventions will considerably improve the traffic conditions on these roads and, consequently, will improve the living conditions of the inhabitants of these communities, who travel daily on these roads and of the tourists visiting the island of Sal.

For the execution of the works, a project of execution (P.E.) has been elaborated, which is part of this file and which must be materialized.

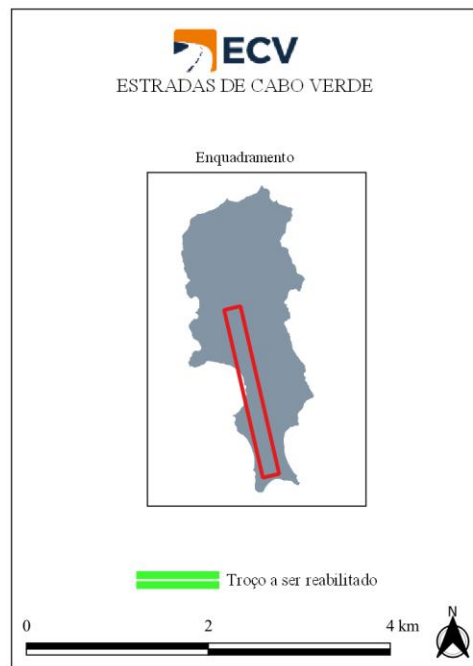
These interventions consist essentially of the following activities

- Milling of the existing roadway
- Earthworks
- Stabilization of the slopes
- Execution of the sub-base layer
- Execution of the base course
- Execution of the rolling layer
- Drainage systems
- Engineering structures
- Road safety devices
- Vertical and horizontal signs
- Construction of bicycle paths
- Street lighting, etc.

Figure 1 shows the location of roads **EN1-SL-01 - Espargos - Santa Maria**



**ILHA DO SAL**  
**REABILITAÇÃO DA ESTRADA NACIONAL**  
**EN1-SL-01 ESPARGOS / SANTA MARIA,**  
Troço: Rotunda Aeroporto / Rotunda Club One



ECV.E.P.E / 2022.

Figura 1 - EN1-SL-01 – Espargos – Santa Maria

## Specifications

### TECHNICAL PRESCRIPTIONS FOR ROAD WORKS

This section is the Technical Requirements Specifications (TRS), hereinafter referred to as the TSSC, and is part of the Contract Documents.

The TRS establishes the material specifications, methods of execution and technical standards to be followed, specific to the work under contract.

The work shall be performed in accordance with the conditions set forth in this TRS and in the technical standards published by the Roads Institute, or which may be established during the term of the contract.

In addition to the actual execution of the work, certain obligations and services must be assumed by the Contractor.

#### CHAPTER 1: ORGANIZATION OF WORKS

##### 1. ORGANIZATION AND SECURITY OF THE CONSTRUCTION SITE

The organization, guard, security and signaling of the construction site are the responsibility and expense of the Contractor.

Signaling at construction site must comply with the regulatory provisions in force and must be a normal application of the provisions of the Interministerial Instructions of the Vienna Road Signaling Convention, which took place on 8 November 1968.

The Contractor must take all the necessary measures in order to keep traffic on the road safe, either by implementing temporary detours or by adequate signaling, in case detours are not possible. The Contractor must pay particular attention to the need for good night signaling, especially if there are no temporary detours.

The Contractor must be responsible, vis-à-vis third parties, for all damages or degradations resulting from the operation of the shipyard. It must also be responsible for any damage resulting from the transport of his materials when crossing private property.

Indemnities payable in case of an accident are the Contractor's obligation. Under no circumstances can the Owner of Work be held responsible in these cases.

Globally, three (3) major works can be identified:

- Drainage works and works of art, including walls;
- The actual road works (earthworks and paving);
- The road signage.

Some of these tasks are connected, others are independent.

##### 2. CONTRACTOR SERVICES AND OBLIGATIONS

## **2.1 Construction site laboratory**

In order to proceed with the works, the Contractor is obliged to carry out a systematic technical control. Consequently, the Contractor must have adequate laboratory facilities at the construction site to carry out all the tests necessary for the technical execution in accordance with the good practices of the art and the specifications of this TSSC.

This laboratory must also serve as a control for the full performance of its mission. As a result, even in case of his own laboratory, the Contractor undertakes to certain obligations, and must for this purpose implement the special adaptations necessary for control.

The Contractor must install, within fifteen (15) calendar days, after the Order to start the work, his laboratory, which the Inspection staff (including the staff of the National Civil Engineering Laboratory - LEC) must have access freely to carry out all the tests they deem necessary.

The laboratory must be installed in a place with a minimum global surface of 100 m<sup>2</sup>, whose plan must be submitted to the Owner of Work for approval. In this place, the Contractor must integrate:

- A room for rehearsals, whose opening consists of a wide, sliding door;
- Two air-conditioned offices, one for the Contractor and another for the Inspection (or for the CEL – Civil Engineering Laboratory);
- A warehouse;
- A sanitary block with 2 showers, 2 washbasins and 2 WC accessible to Inspection and CEL staff.

## **2.2 Temporary signaling at the Construction site**

The signaling, lighting and regulatory entrance of the yard, as well as the entire area assigned to the Contractor, is its responsibility. This signaling must comply with the regulations in force in Cape Verde.

The Contractor assumes all responsibility for any accident or damage, resulting from his services, caused during the journey on public roads or on the construction site, whether to his personnel or equipment, that is, even to third parties, to the installations of cameras, etc.

The Contractor shall keep public roads and paths used by trucks or other rolling equipment clean. It is prohibited for the Contractor to throw, deposit or drop on the public road any materials, objects or materials that may disturb the circulation and passage of passersby or that make it dangerous.

## **2.3 Delivery of sites in good condition**

After the end of the works, the Contractor must deliver in good condition, the places occupied by the company's facilities.

## **2.4 Deposit of materials, safety of the streams**

The Contractor may not place deposits of materials, rubble or others on the public road which may hinder/impede circulation or compromise the flow of water.

Waste of any nature, fallen on the public road, as a result of transport or otherwise, must be removed as soon as possible, under the responsibility and charge of the Contractor.

## **2.5 Control of works**

The Contractor cannot take advantage of a special control to relinquish/waive its responsibility. This is, and remains, permanent under any circumstances.

## **2.6 Deterioration of cables or pipelines**

Any repairs relating to deterioration of telephone or electrical cables, as well as water pipes or sewage pipes are the responsibility of the Contractor. In order to repair the exact location of cables and other networks, the Contractor must contact the relevant technical services who will provide him with the necessary information.

## **3. OCCUPATION OF LAND OR LOCATIONS AND USE OF BUILDING OWNER'S LAND**

For the installation of the yard/construction site, the location of the land, its current destination, the site preparation works and the base plan must be submitted to the Owner of Work, accompanied by the justification of all the authorizations necessary for the provisional occupation and modification from the location.

## **4. CONTRACTOR'S DOMICILE/ADDRESS**

The Contractor must have his domicile close to the work and must make his address known to the Owner of Work. If he doesn't satisfy this obligation within 30 days of notification of contract approval, all notifications referring to the contract must be validly sent to the address of contract approval.

If, after final reception of the works, the Contractor does not inform about his new domicile to the Owner of Work, the notifications relating to the contract must be validly sent to the address of the approval of the contract

## **5. CONSTRUCTION SITE ADVERTISING**

In principle, any advertising on the construction sites is prohibited, in particular, no panel may be placed without the prior authorization of the Inspection/Supervisory Board.

However, this clause does not apply to the usual panels placed by the Contractor indicating the company's corporate name and the nature of the work to be carried out.

In any case, the Contractor must place the panels at each end of the construction site, in a location to be indicated by the Inspection.

## **6. TEN-YEAR GUARANTEE OF WORKS**

The Contractor is responsible, on the date of provisional acceptance, for the solidity of the works of art, for a period of 10 years (decennial guarantee). This guarantee only covers the works of art (bridges).

## **7. WORK DIARY**

The Contractor must have a Work Diary available to the Inspection to record all observations and notes from the Inspection. In this Work Diary, the Contractor must write, daily, all the information necessary for the progress of the works and, in particular:

- Working hours, the number of employees and the personnel qualification;
- O tipo e o número de equipamento e camiões, em funcionamento, avariados ou parados; • The type and number of equipment and trucks, operating, broken down or or standing still;
- The works carried out and the quantities of materials manufactured or placed in the work;
- The manufacturing phases of cement or bituminous concrete and in particular the incidents (stops, restarts, unforeseen circumstances, etc.);
- All prescriptions imposed by the Supervisory Board during the work;
- The provisions made and measures taken by the Contractor to regulate its equipment and control adjustments.

The following must also be registered by the Supervisory Board:

- The weather conditions;
- Derogations relating to the implementation or regulation, notifications of all documents, service orders, drawings, test results outside the site, annexes, etc.;
- Samples sent/shipped;
- The results of tests carried out by the construction laboratory;
- The receptions;
- All details that are of some interest from the point of view of information on the progress of the work and the actual duration of the work;
- Incidents at the construction site, which could give rise to a penalty or a claim by the Contractor;
- Visits from outside personalities to the construction site.

The Work Book must be present, each week, for the signature of Inspection, which may record minor orders given to the Contractor.

## **CHAPTER 2: PROVENANCE, QUALITY AND PREPARATION OF MATERIALS**

### **1. GENERAL PROVISIONS**

#### **1.1 Technical specifications and standards**

In general, the works must be carried out based on the official documents that are the object of the legal diplomas for contracting works in the Republic of Cape Verde.

The citations of the norms that are introduced in the text of the present Tender Specifications for Works Prescriptions (TSSC), have the sole purpose of defining the quality of the materials. The Contractor is free to present similar products, whose quality corresponds to official international specifications, such as European (EN), American AASHTO or ASTM standards and LNEC specifications, with the condition that the proposed products present qualities, at least equivalent to those requested

The Contractor may propose materials other than those listed below, but must, in that case, justify his choice. Approval from the Inspection is required for placement on site.

It is up to the Contractor to provide the Owner, or the Supervision, with all the information about the characteristics of the materials he intends to use, so that the latter can ensure their equivalence with the standards proposed in this TSSC.

#### **1.2 Spaces given to the Contractor**

The spaces necessary for the site's facilities, for parking equipment and for storing materials, may be transferred free of charge by the Owner of Work to the Contractor, provided that there are free land in the activity areas, or nearby, which the Owner of Work has available.

#### **1.3 Documents for execution of works**

Before starting work, the Contractor must carry out the necessary topographical surveys, establish on his own account and submit the different execution projects containing the calculations, drawings and all the justifying and descriptive memoranda for the inspection of the Inspection, in order to check the estimates, according to the following prescriptions.

The documents for the execution of the works must be provided by the Contractor in two (2) copies to the Inspection, for approval. After its approval, the Contractor must provide three (3) additional copies, within a maximum period of fifteen (15) days two approved copies will be returned to the Contractor.

The Contractor must take measures to present these documents in a timely manner, to ensure the continuity of the works, taking into account that the Inspection has a period of fifteen (15) days, to approve each document that is sent to him for this purpose, or to inform of the changes to be introduced.



The Contractor must take into account, in estimating the execution time that he has accepted, the time restrictions that result from this procedure for presenting projects and plans and their approval by the Inspection

Consequently, the Contractor cannot invoke the application of this procedure to justify any delay in the execution of the works, and no compensation, of any kind, can be allocated to him for a delay whose origin is in the non-submission of the project in a timely manner.

#### **1.4 Rehearsals/Tests**

The Contractor must have, at the construction site, the means that allow him to verify the quality of the work performed. There are four types of tests to be carried out (studies, on site reception, on experimental and control sections).

The Contractor shall carry out 100% of the volume of tests required by the specifications of this TSSC.

The Inspection must carry out at least 25% of the volume of the tests required by the TSSC specifications for the rehabilitation works, if any, randomly chosen among the different categories of tests.

The Inspection must send to the State laboratory (CEL) samples to perform, at least, 5% of the volume of tests required by the specifications of this TSSC for the rehabilitation works, if any, chosen at random by the Inspection and approved by the Project Manager

The location and laboratory material shall be provided by the Contractor. The costs with the tests to be carried out in the CEL (sending of samples, possible displacements of the CEL staff and costs of these tests) are the responsibility of the Contractor.

##### **1.4.1 Study essays**

The Contractor must carry out all the research and laboratory tests necessary to define the conformity of the materials, the dosages, the composition of the concrete (hydraulic or bituminous), the treatments and the various measures that will allow responding, for the entirety of the work, to the criteria of use of materials and different aggregates and the technical stipulations required for the layers of the sub-base, base or wear pavements, for the berms, for the surface coatings, for the walls, for the slopes, for the drainage and works of art.

Based on the documents associated with the Tender Dossier, on the one hand, and the topographical surveys carried out by the Contractor, on the other, he carries out all the checks he deems necessary, in order to point out and rectify any anomalies, errors or possible omissions.

All tests and verifications are the responsibility of the Contractor who must send his conclusions, in three (3) copies, to the Inspection.

##### **1.4.2 Reception tests at the construction site**

The reception tests at the construction site must be carried out by the Contractor in the presence of the Inspection. The Contractor must have a laboratory at the site to carry out these tests. The nature, frequency and acceptance criteria, if any, are set out in this TSSC. Three (3) copies of the test reports must be sent to Inspection.

### **1.4.3 Tests on the experimental stretches**

The Contractor must execute, under his responsibility, the experimental sections, both at the beginning of the works and during the works, destined to the establishment of the constructive processes that he intends to carry out, for:

- The sub-base layer of the pavement;
- The base layer in granular material of the pavement;
  - The surface covering,
  - Impregnation or bonding irrigation,
  - The layers in bituminous concrete;
  - The slabs in cement concrete.

The Inspection must approve the tests carried out on the experimental sections within a period of 1 week, after its delivery by the Contractor.

### **1.4.4 Control of tests**

Control tests must be carried out by the Contractor (100%), the Inspection (25%) and the CEL (5%).

The list below indicates the nature of the tests that are requested from the Contractor. This is neither limiting nor exhaustive. In fact, the Inspection may ask the Contractor for other tests that it deems necessary for the proper execution of the work. However, the latter, since the Contractor cannot refuse to carry them out, should not be his responsibility, with the exception of the tests that the Contractor will carry out at his own expense, in accordance with the tables provided for in this TSSC.

For bituminous binders, cements, additives, steels and signaling paints, the technical data sheets of the products and their conformity in accordance with the requirements of this TSSC must be checked.

The Contractor must also carry out in his laboratory all the previous studies necessary for the proper execution of the works.

## **2. PROVENANCE, QUALITY AND PREPARATION OF MATERIALS**

The supply of all materials intended, directly or indirectly, for the execution of the works of this contract is the responsibility of the Contractor, who must notify and present its origin to the Inspection, before starting its placement in the work. The Contractor must take all the necessary measures, in good time, in order to be able to respect the execution program of the works.

The materials used shall be of two (2) types:

- Natural materials from the local suppliers, for earthworks, for placing any layers of the pavement, sub-base, base and wear layers, if applicable.
- Materials from external suppliers, such as hydraulic binders and bituminous binders, steel and all other supplies, such as signaling panels, guardrails, protective barriers, etc.).

Regarding to local natural materials, the Contractor, based on the general framework defining the areas to be reinforced, the areas to be corrected and the Technical Specifications of this TSSC, will assess the difficulties in extracting the different materials proposed, as well as its transport and its implementation in the places defined for its use.

For materials from external suppliers, the Contractor shall communicate to the Inspection, in good time, all supporting documents from its suppliers, proving that these materials comply with the required specifications. However, this way of acting does not remove the Contractor's responsibility for his supplies.

## **2.1 Loans**

The Contractor shall, under his responsibility and at his own expense:

- Acquisitions or temporary occupations of land necessary for the exploitation of all loaned materials;
- Any compensation due to the owners or the Owner of Work, in the case of extraction, temporary occupation, reforestation and discovery of loans or renovation of facilities.

The search for material loans must be carried out by the Contractor based on the prescriptions defined by this TSSC.

Within thirty (30) days, at the latest, after notification of the Service Order to start the work, the Contractor must submit for the approval of the Inspection, the list of loans that he intends to use for the execution of the works, object of the contract. For this purpose, he will submit a complete loan dossier which must include:

- A situation plan;
- The results of the recognition;
- The results of laboratory tests defining, without ambiguity, the characteristics of natural materials before, or eventually, if applicable, after treatment;
- The diagram used for loan exploration.
- A technical note defining, after the first conformity tests carried out by the Contractor, the use and destination of the considered materials.

The total set of costs for establishing these different dossiers is at the expense of the Contractor. The Inspection has fifteen (15) days, after the date of delivery of the dossiers defined above, to give its total or conditional approval, or simply refuse to explore the proposed loan.

In the case that the Inspection authorizes the use of the loan, the limits of its use will have to be specified.

Finally, with regard to all extraction materials, the Inspection may withdraw its approval for the authorized loan, if it considers, taking into account the control tests, that the site no longer supplies materials in accordance with the specifications. It is understood that, in any case, the Contractor will assume responsibility, after the commissioning of the work, for the conformity of the materials used in accordance with the required specifications.

After exploration of each loan, the Contractor has to rehabilitate the exploration surface so that it recovers the original format.

## **2.2 Landfills**

The materials necessary for the execution of the slopes, for widening the platform or for the road, must be constituted, either by silty or slightly clayey sands, or by borrowing or lateritic deposits, which are sufficiently close to the work to be carried out, in order to that the transport distance is, if possible, less than 500 m. Materials from excavations may also be used, if its quality is adequate.

However, no lateral borrowing should be made less than 50 m from the limit of the road layout.

Before any use of material for the execution of a landfill, the Contractor must submit the results of the conformity tests of the materials that he has carried out for this purpose to the Inspection for approval.

## **2.3. Materials for the sub-base and base layer of pavements**

Materials for the sub-base and base layers must come from natural deposits and must be used after extraction, crushing and sifting/screening.

The location of known loans can be given as an indication in the layouts and itineraries of the plan dossiers. These loans must be confirmed by the Contractor who may also propose other loans that must be approved by the Supervisory Board.

Before any exploration of a loan, the Contractor shall dedicate himself to exploring known loans, or to discovering new ones, with a view to shortening the distance of transporting the materials.

For any deposit, the Contractor will carry out, at his own expense, the conformity tests of the materials indicated in this TSSC (granulometric analysis, consistency limits and sand equivalent) at the rate of one test per 500 m<sup>3</sup> of material and the Proctor and CBR tests at the rate of one test per 2,000 m<sup>3</sup> of material. Materials from a new loan cannot be used, unless approved by the Inspection, based on conformity tests.

The Contractor must have perfect knowledge of the locations from which he can supply his construction site with the water needed to irrigate the soil and granular materials to be compacted.

The Contractor may use the sea water needed to irrigate the soil and granular materials to be compacted, provided that it justifies the lack of fresh water, subject to approval by the Inspection and/or Project Manager.

For materials based on hydraulic binders, the water must not contain salts or organic materials that could compromise setting.

#### **2.4. Sand for the layer underlying the placement of stone blocks**

materials for the layer underlying the placement of stone blocks must consist of natural sand or sand from the crushing of hard rocks.

If necessary, these natural silty sands can be improved by adding basalt sand, either from crushing or from natural loans.

#### **2.5. Paving stone**

The blocks must have a parallelepiped shape and be made of sound, non-friable, basaltic or phonolitic stones and must be approved by the Supervisory Board.

#### **2.6. Aggregates for bituminous concrete**

Crushed aggregates for bituminous concrete must come from hard rock quarries, whose technical characteristics meet the specifications of this TSSC.

Aggregates must be clean, free of foreign matter, organic matter, sediment, mud and clay, whether or not adhering to the grains.

#### **2.7. Aggregates for hydraulic mortar and cement concrete**

Crushed aggregates for hydraulic mortar and cement concrete must come from hard rock quarries, whose technical characteristics correspond to the specifications of this TSSC.

The sand may come either from crushed rock or borrowed. In any case, the Contractor has the duty to carry out the conformity tests of the material and to submit them for approval by the Inspection.

### **3. CHARACTERISTICS OF THE MATERIALS**

#### **3.1 Landfills**

Landfill materials must be free of any vegetable elements, humus, organic matter, microorganisms (the maximum tolerated organic matter content must be 1%) and large stones (maximum diameter of 2/3 thick layer after compression).

For each layer of the landfill, the tests to be carried out on the materials and the characteristics to be required are given in the table below.

NATURE OF MATERIALS	NATURE OF THE TESTS		CHARACTERISTICS
	DESIGNATION	NORMATIVE REFERENCE	

LANDFILL MATERIALS	limits of atterberg	NP 143	$IP \leq 20$ (for lateritic aggregates) $IP < 12$ (for silty sand)
	Equivalent of sand	LNEC E 199	$\geq 30\%$
	Modified Proctor	LNEC E 197	---
	CBR after 4 days of immersion	LNEC E 198	On the 95% compacted sample relative to the Modified Proctor test $> 20$
	Expansibility	LNEC E 198	$< 0,1\%$
	value of methylene blue	NP EN 933-9	for materials smaller than $75 \mu\text{m}$ $\leq 2.0$
	Barity in situ	---	$\geq 95\%$ of Modified Proctor

### 3.2 Sub-base, base layers of pavements and berms

The aggregates must come from 0/31.5 hard rock, used in the sub-base and base layers, must be reconstituted and centrally moistened with at least two granular fractions.

Aggregates must have the characteristics indicated in the table reproduced below.

NATURE OF MATERIALS	NATURE OF THE TESTS		CHARACTERISTICS
	DESIGNATION	NORMATIVE REFERENCE	
MATERIALS FOR SUB-BASE AND BASE LAYERS AND BERMS	Crushing	---	100%
	Granulometry	LNEC E 196 LNEC E 233	Spindle (*)
	Equivalent of sand	LNEC E 199	40%
	Consistency limits (layers in soils)	NP 143	Minimum 4% of fines for an IP = 0 Maximum of 5% fines for an IP = 6

	Coefficient of Los Angeles	NP EN 1097-2	< 25%
	Modified proctor	LNEC E 197	---
	Micro Deval Moist	NP EN 1097-1	< 15%
	CBR (Layers in soils)	LNEC E 198	95% of the modified Proctor $\geq 20$
	Barity <i>in situ</i>	---	> 97% of Proctor modified for the subbase layers > 98% of Proctor modified for base layers

- (\*) The Granulometry of the aggregates for the base course must be comprised in the following zone/spindle:

ASTM sieves (mm)	Past material (%)
37,5 mm (1 1/2")	100
31,5 mm (1 1/4")	75 - 100
19,0 mm (3/4")	55 - 85
9,5 mm (3/8")	40 - 70
6,3 mm (1/4")	33 - 60
4,75 mm (n° 4)	27 - 53
2,00 mm (n° 10)	22 - 45
0,425 mm (n° 40)	11 - 28
0,180 mm (n° 80)	7 - 19
0,075 mm (n° 200)	2 - 10

### 3.3 Stone for pavement wear layer on sidewalk

Stone blocks for the wear layer of pavements must be obtained from the crushing of rocks from quarries approved by the Inspection. These elements must be kept clean, free of any foreign matter and organic matter, sludge or clay that may adhere to the blocks.

The blocks must have a parallelepiped shape and must be solid, non-friable basaltic or phonolitic stones.

Los Angeles coefficient (NP EN 1097-2) of the material in the quarry should not exceed 30%.

The blocks must be as regular as possible, with the faces forming a quadrilateral whose maximum dimension, in any case, must not exceed 12 cm, and the minimum dimension never less than 10 cm.

The maximum number of elements per square meter should be approximately 90.

The materials for the layer underlying the blocks must be composed of sand which, during extraction or after crushing and homogenization, must have the following characteristics:

- Percentage of fines (percentage of material passed through the ASTM 0.075 mm sieve), between 10 and 20%;
- Coefficient of uniformity greater than 5;
- Plasticity index, IP, less than 5;
- dry bary to 95% of modified Proctor, greater than 1.80 Mg/m<sup>3</sup>.

If necessary, the silty sand can be improved by adding basalt sand from either crushing or natural borrowing. This addition can be between 0% and 30%.

Crushed sand must come from hard rock (Los Angeles < 30, for the 4/6 fraction) and clean (sand equivalent > 80).

The recommended granulometry for the sands must be within a 0/2 mm zone.

The cement necessary for stabilizing the sand used in the underlying layer must comply with the European standard NP EN 197, Part 1 and Part 2.

### 3.4 Aggregates for surface coatings

Aggregates for surface coatings must be obtained from the crushing of hard rocks, from quarries approved by the Inspection

With regard to cleaning, the aggregates must be free of films of fine elements, silt or clay, which could make it difficult for them to adhere to the bituminous binder.

The granular d/D classes will have the following dimensions:

- For a double surface coating:

1st layer: fraction 6/10 or 10/14

2nd Layer: fraction 2/4 or 4/6

- For a simple surface coating:

Single layer: fraction 4/6, 6/10 or 10/14



The table below summarizes the characteristics and limit tolerances that the aggregates for surface treatments must present.

<b>DESIGNATION OF CONTROLS AND TESTS</b>	<b>NORMATIVE REFERENCE</b>	<b>CHARACTERISTICS (%)</b>
<p><b><u>DIMENSIONS</u></b>            Mass proportion retained on sieve D            Mass proportion passed through the d sieve            Total of two preceding proportions            Mass proportion passed and retained on the sieve (D+d) /2</p>	LNEC E 233 / NP EN 933-1	15 15 20 between 1/3 and 2/3
<p><b><u>FORM</u></b>  <u>Maximum proportion by mass of defectively shaped grains defined by the formula:</u>  <math>L + G &gt; 6 E</math>            Where: E: Grain Thickness            L: Grain length            G: Thickness</p>		25
<p><b><u>HOMOGENEITY</u></b>            Mass proportion of friable or altered grains or stones</p>		
<p><b><u>CLEANING</u></b>  <u>Proportion by mass of elements &lt; 1 mm and impurities, determined by wet method</u></p>	NP EN 933-5	6
<p><b><u>HARDNESS</u></b>  <u>Los Angeles</u>            Micro Deval Moist</p>	LNEC E 233	2
Adhesiveness performed on Vialit plate	NP EN 1097-2	< 20
	NP EN 1097-1	< 25
	EN 12697-11	Minimum of 90 for an average of 3 tests in a humid environment

Regarding to adhesiveness, if granular materials have values below the indicated limit, an additive should be used.

### **3.5. Aggregates for bituminous concrete**

Aggregates for bituminous concrete must be obtained from the crushing of hard rocks, coming from quarries approved by the Inspection.

Regarding to cleaning, the aggregates must be free of decomposed materials, organic matter or other harmful substances that could prevent their adhesion to the hydrocarbon binder.

Aggregates for bituminous concrete 0/10 and 0/14 must comply with the characteristics defined in the table below.

NATURE OF MATERIALS	NATURE OF THE TESTS		CHARACTERISTICS
	DESIGNATION	NORMATIVE REFERENCE	
MATERIALS FOR BITUMINOUS CONCRETE 0/10 and 0/14	shape index Angularity	NP EN 933-4	$\geq 4$
	Granulometry	LNEC E 233/ NP EN 933-1	spindle (*)
	Hardness Los Angeles	LNEC E 237/ NP EN 1097-2	$< 20\%$
	Resistance to wear from wet Micro Deval	NP EN 1097-1	$\leq 15\%$
	EA over the fraction 0/2	LNEC E 199/ NP EN 933-8	$\geq 50\%$

- (\*) Its granulometric composition must respect the following granulometric zone, prospectively for bituminous concrete 0/10 and for bituminous concrete 0/14:

BITUMINOUS CONCRETE 0/10	
SIEVE (mm)	MATERIAL PASSED (%)
16	100
10	80 – 100
8	70 – 90
5	50 – 80
3	45 – 56
1,0	20 – 29
0,5	16 – 20
0,4	8 – 14
0,074	3 – 7
BITUMINOUS CONCRETE 0/14	
ASTM SIEVE (mm)	MATERIAL PASSED (%)
16,0 mm (5/8")	100
12,5 mm (1/2")	80 - 88
9,5 mm (3/8")	66 - 76
4,75 mm (n° 4)	43 - 55
2,00 mm (n° 10)	25 - 40
0,425 mm (n° 40)	10 - 18
0,180 mm (n° 80)	7 - 13
0,075 mm (n° 200)	5 - 9

For reasons of homogeneity and quality, the aggregates are composed from three (3) granulometric fractions. As an indication, the following fractions may be used for bituminous concrete 0/10: 0-2, 2-6.3 and 6.3-10 or 0-4, 4-6.3 and 6.3- 14. For bituminous concrete 0/14, the following fractions can be used: 0-4, 4-10 and 10-14.

### 3.6. bituminous concrete

The results of the study of the composition of the bituminous concrete must be presented to the Inspection, at least, thirty (30) days before the scheduled date for placement in the work.

The results of the composition study tests, conducted by the Marshall method, must respect the values indicated in the table below. The number of strokes at each end of the specimen is 75.

Bituminous concrete 0/10 and 0/14 must comply with the characteristics defined in the table below:

NATURE OF MATERIALS	NATURE OF THE TESTS		CHARACTERISTICS
	DESIGNATION	NORMATIVE REFERENCE	
BITUMINOUS CONCRETE 0/10 and 0/14	Marshall Stability	EN 12697-34	600 to 1200 kg for bitumen 60/70 800 to 1500 kg for 40/50 bitumen
	Marshall Deformation	EN 12697-34	≤ 4 mm
	Percentage of voids (Porosity)	EN 12697-8	4 - 6%
	Sensitivity to water	EN 12697-12	> 75%

The bitumen content (weight ratio between the mass of bitumen and the mass of aggregates) must be  $\geq 4.0\%$  in the case of bituminous concrete 0/14 and  $\geq 5.0\%$  in the case of bituminous concrete 0/10.

The bitumen percentage (weight ratio between the bitumen mass and the total mass of the aggregates and bitumen mixture) to be considered in the formulation of the bituminous mixture is 5.0% for bituminous concrete 0/10, and 4.9% for bituminous concrete 0/14.

### Bituminous binders

#### Binder for impregnation watering

The bituminous binder for impregnation must be of the type defined in the project presented by the Contractor and approved by the Inspection. In general, a special cationic bitumen emulsion, C50BF5, can be used, respecting the provisions of the National Annex of NP EN 13808, or a fluidized bitumen (cut-back 0/1), respecting the specifications in the table below.

<b>NATURE OF THE CHARACTERISTICS</b>	<b>CUT-BACK 0/1</b>
Viscosity at 25°C, measured with STV viscometer, in seconds 4 mm hole	< 30
Relative density at 25 °C (with pycnometer)	0,9 a 1,02
Fractional distillation - Results expressed as a percentage of the initial volume - Fraction passed below:190 °C  225 °C 315 °C 360 °C	< 9 10 a 27 30 a 45 < 47
Penetration at 25 °C, 100 g, 5s of distillation residue at 360 °C (in tenths of mm)	80/250

### ***Binder for glue watering***

The bituminous binder for the bonding irrigation must be of the type defined in the project presented by the Contractor and approved by the Inspection. In general, a cationic bitumen emulsion, C60B4, can be used, respecting the provisions of the national annex of NP EN 13808, or a fluidized bitumen (cut-back) type 400-600, respecting the specifications in the table below:

<b>NATURE OF THE CHARACTERISTICS</b>	<b>CUT-BACK 400/600</b>
Viscosity at 25°C, measured with STV viscometer, in seconds 4 mm hole	400 to 600
Density relative to 25 °C – (with pycnometer)	0,92 to 1,04
Fractional distillation - Results expressed as a percentage of the initial volume - Fraction passed below:225 °C  315 °C 360 °C	< 2 5 to 12 < 15
Penetration at 25 °C, 100 g, 5s of distillation residue at 360 °C (in tenths of mm)	80/200

### ***Bituminous binder for bituminous concrete***

Bitumen for bituminous concrete must be of the type defined in the project submitted by the Contractor and approved by the Inspection. In general, a 35/50, 40/60 or 50/70 binder can be used, in accordance with the provisions of Standard NP EN 12591. Ligante betuminoso para revestimento superficial

The bituminous binder to be used in surface coatings must be of the type defined in the project presented by the Contractor and approved by the Inspection. In general, a 160/220 binder can be used, in compliance with the provisions of Standard NP EN 12591, or a fluidized bitumen (cut-back) type 400-600, meeting the specifications in the table above.

### ***Control of the products***

On each supply of bituminous products, samples must be collected, for each type of binder, with a minimum monthly interval. The Contractor must pay for and carry out the following reception tests:

#### *For fluidised putties:*

- Viscosity;
- Percentage of product passed for distillation temperatures given above;
- Penetration at 25 °C of residual binder.

#### *For pure bitumens*

- Penetration;
- Softening point (ring and ball);
- Mass loss after boiling;
- Percentage of retained penetration.

The Contractor shall also retain samples to carry out the confirmatory tests.

If, given the results of the tests, the product does not meet the requirements and specifications for the type and quality required, the Inspection has the right to refuse delivery and proceed with its immediate removal, at the expense of the Contractor.

### **3.8 Additives for bituminous mixes**

To improve the adhesion of bituminous aggregates/binders (stickiness) or to promote their workability, an additive can be used.

The Contractor must propose the different additives and deliver the supplier's technical sheets to the Inspection. The terms of use and the number of analyzes and tests to which they are submitted are approved by the Supervisory Board.

### **3.9 Cement**

Cement shall be of the type defined in the design submitted by the Contractor and approved by the Inspection, generally Portland CEM I and II/A type, in the various applications described below. For aggressive environmental conditions, CEM types III, IV or V should be used.

Cement must comply with NP EN 197-1 and NP ENV 13670-1 standards. It must also comply with the NP 206-1 standard, with regard to supply and storage conditions.

Cement must be supplied in 50 kg bags or in bulk, provided that it is possible to accurately weigh the amount of binder in the composition of a given amount of material to be used in the mixture.

With the arrival of each shipment, delivery notes must be sent to Inspection.

Cement must be stored in silos or in a dry warehouse, covered and protected from the weather and in sufficient quantity to allow work to continue continuously, without interruption.

### ***Control of productss***

Samples must be systematically collected for each delivery of cement of the same type, with at least one sample per 20 tons of cement.

The Inspection must define the number of samples to be analyzed, randomly chosen from the total number of samples. Samples for analysis must be kept by the laboratory that will carry out the analysis. The remaining samples must be stored under the responsibility of the Owner of Work.

The tests to be performed on the samples to be analyzed are as follows:

- Determination of the mechanical resistance (NP EN 196-1) 2 tests
- Setting and expansion time (NP EN 196-3) 1 test
- Determination of fineness (NP EN 196-6) 2 tests

If one of the tests gives unfavorable results, the corresponding lot must be rejected.

In case there is a double retest requested by the Contractor, the corresponding lot must be rejected, if one of the two retests is unfavorable.

### **3.10 Adjuvants**

The use of additives for the manufacture of concrete cannot be done without the approval of the Inspection. They must comply with European Standard NP EN 934-2 and the standards referred to in the latter. Any delivery of additives is accompanied by the presentation of a certificate of origin, indicating the deadline after which the product must be discarded.

### **3.11 Aggregates for hydraulic mortar and cement concrete**

#### ***Supply***

Aggregates for hydraulic mortar and cement concrete must be obtained from the crushing of hard rocks, coming from quarries approved by the Inspection.

Aggregates must be provided by the Contractor. They must comply with the NP EN 12620 standard and the LNEC E467 specification. They must also comply with the NP EN 206-1 standard, with regard to supply and storage conditions.

***Fine elements and sands***

The sand or fine elements for the manufacture of hydraulic mortars and cement concrete must be either natural sand or crushed sand.

For sand equivalent (EA), the result must be greater than 80. If the total fines content is greater than 3% (by mass), the EA must be  $\geq 60$ . If the EA  $< 60$ , then the value of methylene blue must be  $\leq 1.5$

For mortars and concrete, these must not contain grains whose largest dimension is greater than the opening of the ASTM 4 mm sieve.

For concrete (reinforced or not), the granulometry must be carried out at the rate of 1 test per 100 m<sup>3</sup> and must respect the time frame of the approved formula in accordance with the NP EN 12620 standard.

***Medium and coarse aggregate for concrete***

Aggregates for concrete must be crushed aggregates.

The granulometric curves must comply with European Standard NP EN 12620, and must be regular, without marked discontinuity.

Each granulometric composition must be proposed by the Contractor and approved by the Inspection, together with the composition of the concrete.

The granulometry of the aggregates must be as follows:

- For reinforced concrete with a minimum cement dosage of 350 kg/m<sup>3</sup>: 6/20 mm, obtained from mixing two fractions: 6/10 and 10/20;
- For concrete with a minimum cement dosage of 150 kg/m<sup>3</sup>, 250 and 300 kg/m<sup>3</sup>: 6/40 mm, obtained by mixing three fractions 6/10, 10/20 and 20/40.

The mass of the aggregates retained on the sieve corresponding to the upper limit and the mass of the aggregates passed through the sieve corresponding to the lower limit must both be less than 10% of their initial mass subject to screening. The volumetric coefficient of the fractions must not be less than 0.15.

The medium and coarse fractions of aggregates for concrete must be clean and free of impurities. The percentage of sediments, organic matter or soluble material, powder or fine sand passing through the 2 mm sieve mesh by washing must not exceed 2% by mass.

The granulometric compositions must be constant throughout the various productions and the Los Angeles coefficient must be less than 20.

***Storage***

The Contractor shall ensure that aggregates and sands are classified by nature, in clearly separated batches (fine, medium, coarse).

### *Tests on aggregates for concrete*

Sampling must be carried out in the presence of the Inspection..

### **Reception**

In case of a negative result of one of the tests carried out, mentioned above, the Inspection will carry out 2 counter tests. If the result of 1 of the counter-tests is not satisfactory, the corresponding lot must be rejected, otherwise it must be accepted.

### **3.12 Mixture water**

Water for mixing hydraulic mortars and concrete must comply with the NP EN 1008 standard.

### **3.13 Hydraulic mortar and cement concrete**

The results of the study of the composition of the hydraulic mortar and cement concrete must be presented to the Supervisory Board at least 30 (thirty) days before the scheduled date for placement on site.

Hydraulic mortars and concrete must be as defined in the project presented by the Contractor and approved by the Inspection, and in accordance with NP EN 206-1 and NP ENV 13670-1.

The hydraulic mortar used must be Type I - Hydraulic mortar meeting the minimum requirements of class R2 of NP EN 1504-3 and Type II - Hydraulic mortar meeting the minimum requirements of class R3 of NP EN 1504-3.

In addition to the constant in NP EN 206-1, the requirements to be respected for the materials used in flooring are those defined by the NP EN 13877-1 and NP EN 13877-2 standards.

### **3.14 Healing products**

Any curing products must be proposed by the Contractor for approval by the Inspection, when studying the composition of the cement concrete. They must be applied to concrete before verifying the necessary requirements. The approval decision will depend on the result of these.

### **3.15 Armor for reinforced concrete**

#### *Steel classes*

Mild steels must be defined in the project presented by the Contractor and approved by the Inspection, according to the specifications of the Euro code 3 “design of steel structures” and the NP EN 10025 standard. The tests must be carried out as described in the NP ENV 13670-1.

The steel characteristics must be classified according to the criteria contained in the LNEC specifications E 456, E 458, E 460, E 478 and E 480.

Steels are exempt from acceptance tests if they come from an accredited producer.



When the producer is not accredited, or when it is a supplier, the Inspection reserves the right to request acceptance tests. In this case, the tests shall be carried out by the supplier or the Contractor.

### ***Domain of use***

These steels will be used:

- In ordinary armor/reinforcements;
- As a mounting bar;
- In prestressing reinforcement with a diameter less than or equal to ten (10) millimeters if exposed to bending followed by unfolding;
- In all secondary reinforcements, not contributing to the mechanical resistance of the work sections.

### **3.16 High Grip Armor**

#### ***Steel classes***

The steel classes must be defined in the project presented by the Contractor and approved by the Inspection and chosen among those defined in the Euro code.

#### ***Control at the construction site***

High-adherence steels must not be subjected to an acceptance test at the construction site, unless the Inspection deems it necessary. In the latter case, the tests are carried out, at the expense of the Owner of Work, which the Contractor must be invited to attend.

#### ***Storage and preparation***

Steel bars must be supplied with a length of at least 12 m. All steels must be stored without contact with the ground, in batches classified by diameter and protected from the weather. The reinforcements must be perfectly clean, without any trace of rust, paint, grease, cement or earth.

The fixing of the irons in the concrete with welding must be admitted, provided that the specification of the manufacture of the steels guarantees its weldability.

### **3.17 Steel to replace metallic railing /guardrails**

The steel intended to replace certain metallic guardrails must be made of galvanized steel tubes, without welding, and in accordance with Eurocode 3.

### **3.18 Temporary works**

#### ***Wood for shuttering, protection and scaffolding***

The protective wood, scaffolding and supports are chosen by the Contractor within the framework of the European standard requirements and within the categories corresponding to the foreseen limitations.

When using plywood panels to formwork the coverings, the quality chosen must be the same type used for the special impregnation for concrete. The minimum thickness of these panels must be 20 mm.

### **Different profiles for formwork - protection - scaffolding**

The steels used must be weldable mild steel commercial profiles: their class must be submitted to the Inspection for approval. They must meet the requirements of Euro code 3.

In particular, the mechanical characteristics of these profiles must comply with the European standard NP EN 10025.

### ***Plates or lost formwork***

The general design of the lost plates/sheets or formwork, as well as the materials used, must be submitted to the Inspection for approval. The use of asbestos-cement is not authorized.

## **3.19 Materials for slope and landfill protection works**

### ***Gabions***

The material for filling the gabion baskets must be rock material from the crushing of hard rock, the smallest dimension of which must not be less than 0.20 m and the largest dimension not exceed 0.30 m.

Before use, these materials must have received approval from the Supervisory Board.

### ***Stones***

The materials must come from quarries and be approved by the Inspection. The stones must be at least 0.30 m long and at least 0.20 m wide

### ***Rockfill***

Rockfills must come from a quarry approved by the Inspection. They must be made of sound rock and must be clean and free of inclusions of earth, clay or organic matter. Your faces should be as regular as possible. Flat and pointed materials are not accepted.

### ***Vegetable land***

This must be very fine, free of coarse stones (which do not pass through the sieve with a 0.10 m opening), and of all matters liable to, when decomposed, attack the roots;

- It must be moistened before being spread;
- As it is being placed, it is heavily beaten down with a mallet or compressed with a very light cylinder;
- Its placement should be suspended during periods of rain.

## **3.20 Metallic baskets for gabions**

Metallic baskets for gabions must be made using a double-twisting grid of standard galvanized steel wire mesh. The steel wires needed for the connections must be of the same section as those used to make the baskets and must also be galvanized.

### **3.21 Nozzles**

Nozzles in corrugated and galvanized steel plate of the ARMCO type or similar, according to the manufacturer's prescriptions, must be submitted to prior approval by the Inspection. These nozzles will have a thickness of 3.5mm per steel plate.

### **3.22 Concrete painting**

The painting for the concrete elements must comply with the NP EN 1504-2 standard and the LNEC E 468 specification. Before use, the Contractor must provide all the necessary details to the Inspection for approval.

### **3.23 Paint for road marking**

The paint for the lane marking should be a glass bead quick drying type. The Contractor shall provide all necessary details to the Inspection for approval.

## **CHAPTER 3: METHOD OF EXECUTION OF THE WORKS**

### **1. PREPARATORY WORKS**

Based on the work to be carried out, on the information contained in the geotechnical file, if any, and in compliance with the requirements of this TSSC, the Contractor appreciates the difficulties presented for the selection of material loans, for the supply of the necessary materials, for its transport and for its placement on site.

For this purpose, it carries out research and laboratory tests, in order to determine the dosages, compositions, treatments and adjuvants necessary to meet the criteria for using granular materials, sand and aggregates, required for carrying out the work.

Based on the documents contained in the Tender Dossier, and based on the research carried out, the Contractor must carry out the necessary checks and immediately inform the Owner of any eventual anomaly, error or omission.

The Contractor must submit the results of his research to the Owner, accompanied by his study, within 30 (thirty) days following the order for the start of work on the entire layout.

The execution study must include a complete longitudinal profile of the road to be rehabilitated or maintained, with an indication of the red line to be respected, as well as plans and cross-sectional profiles: to a scale of 1/100.

The Owner of Work must pronounce within (15) fifteen days following the sending of the results of the Contractor's investigations and the execution study.

No work should be started before the definitive dispositions are presented and the plans approved by the Owner of Work or his representative, and marked with the reference: "Good for execution". The contractual term includes the execution of this preliminary phase.

## **2 EARTHWORKS**

## 2.1 Implementation

Before beginning any execution of works, the Contractor must delimit the route of the road.

This delimitation must be carried out, eventually, using concrete marks. These must be leveled, in accordance with the Inspection's instructions.

Next, the Contractor must carry out, on the road to be rehabilitated, the delimitation of the different stages of the work to be carried out, by marking and placing parallel stakes. This stakeout must be placed around the earthworks area. It must have a stake in each project profile so that the distance between two successive stakes does not exceed 25 meters in straight alignments and 12.5 m in clothoids and circular curves.

The Contractor must inscribe, on the stakes, the corresponding profile number or a complementary identification number, for cases that do not correspond to profiles, such as singular points.

Once this installation is completed, it must be checked by the Contractor and the Inspection and followed by a report.

The Contractor will send the corresponding stakeout plan to the Inspection for approval, which will include the quota of all the piles, before the beginning of the execution of the works on the considered section, no later than 15 (fifteen) days before the beginning of the execution.

## 2.2 Exploration of loans

The selected loans, after the previous geotechnical tests, must be deforested and pickled. The surface layers (vegetable cover) must be carefully removed until the material to be explored has sufficient homogeneity and cleanliness. The stripping products must be taken to the periphery of the exploration zone in order to be used for remodeling the land after extraction (restoring the condition of the loans).

If the exploited materials are used to make the base layer or sub-base of the floors, they must be previously stacked in heaps and approved by the Inspection, before being loaded onto the means of transport. This exploration mode is recommended in order to obtain a good homogenization and to avoid lifting unusable underlying materials

If the extraction is carried out in the rainy season, it must be necessary to limit the stock of material piled up to a minimum, because the penetration of rainwater is facilitated in an aerated material. In this case, it should be sensible not to form piles whose volume is greater than necessary for application in a working day.

In all cases, it is desirable:

- Prepare power slopes to facilitate the evacuation of water;
- Foresee, at low points, summary forms of evacuation;

- Keep access roads in good condition to avoid depressions and puddles or stagnant water.

### **2.3 Service roads for diversions and access to water points and loans**

For the execution of the works, the Contractor must provide for the construction of service roads, for local detours, access to water points or loans. These shall be carried out by the Contractor and at his expense. Its construction must be included in the work plan.

Circulation is prohibited on the layers of the road under construction. In cases of road rehabilitation, and if there are no temporary detours, circulation must be prohibited on the half lanes under construction.

All traffic must pass through the provisional detours, the maintenance and signaling of these detours must be included in the price of the contract proposal.

Temporary deviations must be approved by the Inspection, prior to their entry into service. During its period of use, its maintenance must be ensured, including any periods of stoppage of the work. The signaling of detours is mandatory and must be carried out in accordance with the legislation in force.

When these roads cross cultivated, exploited or simply private land, the Contractor must assume any damages and compensation.

### **2.4 Cleaning of existing sanitation works**

#### ***Ditches on land***

After cleaning, they must not show any counter-inclination in the longitudinal profile and must allow normal drainage of rainwater for satisfactory drainage of the road body. Differences or departures, if any, must also be included.

#### ***Concrete ditches***

The coating of concrete ditches must be done in accordance with the project presented by the Contractor and approved by the Supervisory Board, generally in C 16/20 concrete.

Concrete ditches, nozzles, aqueducts, sewers, and, in general, all sanitation works to be preserved within the framework of the project, presented by the Contractor and approved by the Supervisory Board, and whose condition requires a thorough cleaning, must be cleaned of all sedimented deposits and foreign bodies that disturb the flow of rainwater.

### **2.5 Land preparation**

#### ***Deforestation/Clearing***

Deforestation and the eventual removal of trees must be carried out on the berms and in the defined areas, following the instructions of the Inspection. This work includes the removal of all plant products and the eventual filling of the pits created for the uprooting of trees.

#### ***Demolição das obras existentes***

**Demolition of existing works**

The Contractor will have to demolish or remove, in accordance with the Inspection's instructions, certain works of art, aqueducts, culverts or nozzles, whose condition is not suitable for carrying out the project presented by the Contractor and approved by the Inspection.

Materials resulting from demolition must be disposed of to public dumps in accordance with Inspection directives.

### ***Pickling/Stripping***

It mainly concerns the elimination of weeds, debris and vegetable soil, in a thickness sufficient to place, if necessary, a layer of landfill.

The surface on which the backfills are to be carried out must be compacted, in the last 30 cm, to 95% of the dry density corresponding to the Modified Proctor.

Any damage that may be caused to residents when carrying out these works is entirely the responsibility of the Contractor.

### **Compaction**

All land located under the embankments must be compacted by the Contractor, in such a way that the dry density of the soil is at least equal to 92% of the Modified Proctor, in a minimum thickness of 30 cm.

## **2.6 Execution of excavations**

The excavations must be carried out by the Contractor in accordance with the indications of the execution project presented by the Contractor and approved by the Inspection. Deposit locations must be submitted to the Inspection for approval.

In case of excavations to remove bad soils, the box bottom must be compacted at least 95% compared to Modified Proctor, at a depth of at least 30 cm.

After compaction, the depth dimensions of the excavation must not differ more than 3 cm from the project dimensions.

On all sections of platform widening, where the natural ground is at a higher level or at the same level as the berm, when existing, it is necessary to carry out excavations.

After stripping the topsoil, excavation materials can be reused in landfills, provided that their qualities meet the criteria required for materials usable in landfills. Consequently, when carrying out the excavations, the Contractor must keep the Inspection informed about the different materials found. For its possible use in a landfill, the approval of the Inspection is required. All other materials, not reusable in landfills, must be deposited in a dump.

Once the execution of the excavations is completed, the Contractor shall implement the necessary facilities to ensure the correct drainage of the earthworks. These facilities shall be subject to maintenance throughout the duration of the work.

## **2.7 Execution of landfills**

The execution of landfills must be carried out in accordance with the requirements of this TSSC and in accordance with the provisions of the execution project presented by the Contractor and approved by the Inspection.

When the existing embankments have to be raised and widened or simply widened, or repaired due to the erosion of the slopes, the works must be carried out in such a way as to limit the shear forces (differential settlements) that necessarily occur between the ground in situ and loan materials. Under these conditions, and in order to ensure the global stability of the slopes, the widening must be carried out in successive stages, anchored in the existing slope, after

cutting the latter. These stages must allow the passage of compaction equipment, in order to achieve, without problems, the required compactness. For this purpose, the Contractor must provide for each stage an excess width of 25 cm, which must be removed after compaction, during the process of leveling the slopes.

Once the earthworks project quota is reached, the slopes are leveled according to the slopes required in the project and the excess land must be taken to a dump and leveled, or simply placed in deposit (according to the Inspection's indications).

Backfill materials should be spread out and placed in layers not exceeding 30 cm and over the full width of the backfill platform to allow for regular and effective compaction.

This spreading must be carried out in such a way that the landfill profile always presents a sufficiently marked convexity to ensure adequate sanitation of the body of the landfill.

The embankments must be methodically compacted: the compaction must lead to obtaining a dry density equal to:

- 92% of the dry density relative to the Modified Proctor, in the last 30 cm before the level of the bottom of the box,
- 95% dry density relative to Modified Proctor, in the 30 cm immediately above the level of the bottom of the box.

Control of the compaction value must be carried out by measuring the dry density in situ with a gamma densimeter, at the minimum rate of one measurement per 1500 m<sup>2</sup> of landfill placed and per layer.

## **2.8 Deck platform**

### ***Definition of platform***

The pavement platform is defined as the upper part of the earthworks, on which the pavement layers are supported.

### ***Pavement bed***

The last 30 cm of the platform, whether in excavation or backfill, should be compacted to 95% Modified Proctor. Each time the in situ dry density is less than 95% relative to Modified Proctor, the Contractor must resume compaction.

The resulting pavement bed must be carefully leveled and primed. It should not have protrusions or depressions of more than 3 cm when evaluated with the 3 m ruler placed orthogonally or parallel to the axis. The bed layer of the pavement must be subject to reception.

After completion of an earthmoving section, the Contractor may request its receipt from the Inspection, which has a period of 48 hours to approve or reject it. This reception must be a function of the leveling and compactness obtained.



Regarding the platform, its reception may be approved under the same conditions, but always before the application of the pavement bed layer.

The application of the overlying layer can only be carried out after receiving the earthworks and the platform.

***Platform preparation, scarification and compaction prior to placing backfill or pavement layers***

Before placing the backfill layers or pavement layers on the existing platform, it must be scarified, leveled and compacted in order to ensure good settlement and satisfactory adherence of the filling materials.

The compaction of the platform must be such that 95% of the Modified Proctor can be obtained in the last 30 cm.

### **3. Pavement**

#### **3.1 Sub-base and base layer**

The sub-base and base layers in crushed hard rock aggregate (AGE 0/31.5) must be placed on the platform or on the pavement bed.

These granular materials are obtained by recomposing several different granular fractions, in defined proportions and mixed and humidified in a central unit. The characteristics of granular materials are chosen according to the specifications set out in item 3.2 of chapter 2.

Its thickness depends on the project value, previously approved by the Inspection. Materials are placed across the full width of the platform and compacted to 97% Optimum Modified Proctor (OPM) for the subbase course and 98% OPM for the base course. The maximum dimension allowed for these materials is 50 mm.

Thickness control must be carried out topographically after the compaction operations, in the case of under-thickness of the layers, if this does not comply with the tolerances defined below, the Contractor will be responsible for correcting it accordingly.

The sub-base and base layers cannot be laid in layers thicker than 30 cm or less than 12 cm.

The sub-base and base layers must be approved by the Inspection.

The impregnation irrigation, which also acts as a curing product, must be applied immediately after placing these layers. The Contractor may, if he wishes, start the execution of the overlying layers, after prior agreement with the Inspection.

#### **3.2 Berms**

The berms are built at the same time as the sub-base and base courses, under the same conditions.

### **3.3 Impregnation irrigation and bonding irrigation**

#### **General requirements**

Except for special instructions from the Inspection, the impregnation irrigation and the bonding irrigation are carried out in the width defined in the standard transverse profiles. These are carried out by applying the bituminous binder, as defined in chapter 2 of this TSSC, at the rate of:

- One kilogram (1 kg) per square meter, for impregnation irrigation;
- Six hundred grams (0.6 kg) per square meter, for bonding watering.

The execution of these impregnation and bonding rules cannot be carried out without the Inspection giving its satisfactory endorsement of the state/condition of the underlying layer.

The dosages must be verified by the Inspection. In this context, the Contractor must carry out, under his responsibility, the execution of three experimental sections, per linear section.

These stretches must have a unit length of 50 m and 3 different dosages.

The frequency of tests to control the dosage of bituminous binder for the execution of impregnation or bonding layers must be determined by the Supervisory Board.

The tolerance for the dosage of impregnation or gluing water cannot exceed 15%, more or less.

#### ***Cleaning of the underlying layer***

A prior and energetic sweeping must be carried out with a mechanical broom over the layer of underlying granular material before placing the impregnation irrigation, in order to eliminate any material that is inappropriate or harmful to the penetration of the binder.

In case of application of the adhesive coating on an underlying bituminous mixture, it must be clean of debris or dust and dry.

#### ***Binder spreading***

Binder spreading cannot be carried out unless the surface of the underlying layer is perfectly clean and weather conditions permit (no rain or impending storm, and no sandstorm).

Slight wetting will not jeopardize good penetration of the impregnation, so a light watering of the underlying granular layer can be carried out before carrying out the impregnation, after approval by the Supervisory Board.

The application temperature must be around 80 °C, but this may be interrupted by the Inspection, after analyzing the results of the preliminary spreading tests.

Application tank trucks must have an appropriate number of axles and tires so as not to cause damage to the underlying layer, when passing over it.

Tank trucks must have equipment and devices that allow uniform coverage of the binder, through an automatic or semi-automatic spreader bar with adjustable width.

However, they must be equipped with a dosing pump, allowing application at uniform pressure.

The application must be carried out in such a way as not to leave any lack or excess of binder after a stop or between two adjacent tracks or even at the ends.

### **3.4 Pavement stone wear layer**

The Contractor may reuse stones recovered from other roads, provided that he takes all the necessary measures for sorting and transport and for maintaining the recovered pavement in good condition.

In case of simple recovery of the regularity of the tread layer, with the dismantling and replacement of the existing pavement, the surface of the existing platform must be scarified to a depth of about 15 to 30 cm. Once the materials are homogenized the platform must be fully compacted to 95% Modified Proctor.

Then a layer of sand should be placed on top of the base layer. This layer, with a minimum thickness of 10 cm, placed after the impregnation and compaction irrigation, must meet the specifications required in item 2.4 of Chapter 2 of this TSSC.

Once the sand layer is evened out, the paving stones must be placed juxtaposed, keeping the joints thick enough.

During placement, to obtain the desired level, sand must be added or removed, and the final placement must be done either with a hammer or with a vibrating ruler.

The joints must be filled with dry cement mortar, pressed down to the bottom and watered, then lightly compacted with non-vibrating equipment.

After completing the placement of the sidewalk on the sand layer, the berms will be brought to the level of the upper part of the sidewalk (or the side edge, where available) using selected materials of the same nature as those used for the production of the support layer. from the sidewalk.

### **3.5 Surface coating/covering**

#### ***General requirements and conditions for the placement of the binder***

The surface coating must not be carried out before a minimum period of 24 hours after carrying out the impregnation irrigation on the base layer in granular materials. This period can be extended to 72 hours for materials treated with cement.

Prior to applying this new coating, a sweep must be carried out with a mechanical broom in areas polluted by sandstorms or others and in areas where, for reasons of temporary traffic flow, the impregnation has been covered by sand or debris.

The binder for carrying out the surface coating is defined in item 3.7 of Chapter 2 of this TSSC.

The placement temperature must be between 125 °C and 140 °C at the time of spreading. Application trucks must be equipped with a heating system to supply and maintain the binder at a suitable temperature, a binder booster pump and a thermometer to measure its temperature. Binder heating is not allowed during transport.

### ***Spreading of surface coatings***

Application rates vary depending on the state of the application surface and the dimensions of the aggregates.

The following tables show, as an indication, the application rates for cases of single and double coatings.

<b>SIMPLE COATING</b>		
<b>AGGREGATE SIZE</b>	<b>APPLICATION FEE</b>	
	<b>Aggregate (l/m<sup>2</sup>)</b>	<b>Binding agent (kg/m<sup>2</sup>)</b>
4/6	6-7	0,9
6/10	8-9	1,2
10/14	11-13	1,5

<b>DOUBLE COATING</b>					
<b>1st APPLICATION</b>			<b>2nd APPLICATION</b>		
<b>AGGREGATE SIZE</b>	<b>APPLICATION FEE</b>		<b>AGGREGATE SIZE</b>	<b>APPLICATION FEE</b>	
	<b>aggregate (l/m<sup>2</sup>)</b>	<b>Binder (kg/m<sup>2</sup>)</b>		<b>Aggregate (l/m<sup>2</sup>)</b>	<b>Binder (kg/m<sup>2</sup>)</b>
6/10	7-8	0,7	2/4	4-5	0,9
10/14	10-11	0,9	4/6	6-7	1,0

These dosages are given as an indication only. The final formulation must be approved by the Inspection, after laboratory tests and experimental sections, immediately before the start of coating operations. In the course of the work, the Inspection, given the results obtained, may eventually make some modifications to the dosage.

### **Placement of coatings, Operating procedure**

The underlying layer must be clean and free of any moisture. The Contractor shall, if necessary, use a power sweeper again to achieve this result.

The spreading of the binder must be carried out in such a way as not to leave any excess after a stop, at the junction between two adjacent tracks or at the edges. For this purpose, rolls of reinforced paper, such as KRAFT paper, must be validly used.

The laying of the aggregate will follow immediately after spreading the binder. The use of self-graviler trucks or automatic paver is mandatory. Immediately after spreading, the aggregates must be compacted.

Compaction must be carried out using 8 to 12 ton tire compactors, but 4 to 6 ton smooth roller rollers may also be used, after approval by the Inspection.

Once the surface coating is in place, it must have a regular thickness over the entire coated area and, in particular, have a regular mosaic-like appearance, with the aggregates touching each other.

The coating must not give rise to a rejection greater than 10%. If this is not the case, it must be necessary to check again the formulation and possibly the method of operation, namely with regard to the time between the different operations or the need to use additives. However, if after an in-depth examination of the surface treated in this way, the Inspection decides that a reformulation is necessary, this must be carried out by the Contractor, under his responsibility.

Circulation over any newly laid layer must not be allowed for the next 48 hours and 72 hours in curves with a small bending radius.

Thus, after opening to traffic circulation, the maximum speed allowed during the week following the application of the surface coating must be 30 km/h. The Contractor must take all necessary measures so that, on the one hand, there is no traffic during the first 48 hours and, on the other hand, the speed limit imposed for the 7 days following application is respected.

At the end of this transitory period, a sweep must be carried out to eliminate the debris.

### **3.6 Bituminous concrete 0/10 and 0/14**

The manufacture and placement of bituminous concrete must be carried out in accordance with the provisions of the European Standards NP EN 13108-20 and EN 13108-21 and the application procedures must be subject to prior approval by the Inspection.

The composition of the bituminous concrete must be done in a plant, following the formulation studied by the Contractor in the laboratory and approved by the Inspection.

Placement on site must be done in a single layer and carried out with the help of a paver capable of distributing the bituminous concrete without producing segregation, respecting the alignment, the profiles, and the fixed thickness.

The paver table must allow obtaining a satisfactory level of pre-compaction to ensure compaction and not reproduce the defects of the support (underlying layer). Spreader speed

must be regular. The Contractor must constantly monitor the temperature of the bituminous concrete and regulate the binder heating device accordingly.

The minimum application temperature (to be respected at the back of the paver) of bituminous concrete must be around 130°C. If transport between the bituminous plant and the application site exceeds 20 km, the trucks must be covered and, if necessary, insulated to prevent cooling.

Particular precautions must be taken when executing transverse and longitudinal joints. The extent of the latter should be as limited as possible.

For this, and whenever possible, the Contractor must use wide-width pavers or coupled pavers, or even pavers in parallel.

In the same way, the Contractor must ensure the correct execution of the consecutive transverse joints, resulting from the daily stoppages of the spreading. At each daily stop, the bituminous concrete must be beveled, at least 50 cm, in order to allow a well-prepared joint to be made for the continuation of the work the next day.

The compaction conditions, carried out with smooth roller cylinders or tires, must be submitted for approval by the Inspection, after the results of the experimental section.

In general, all necessary materials, both for manufacture and application on site, must have received approval from the Inspection before being used.

With regard to the characteristics of bituminous concrete, the following values must be respected, whatever the formulas proposed by the Contractor.

The thickness of the layer must be defined in the project presented by the Contractor and approved by the Inspection. In general, bituminous concrete 0/10 performs well for thicknesses between 0.02 and 0.04 m. Bituminous concrete 0/14 performs well for thicknesses between 0.04 and 0.06 m.

Control of the composition of bituminous concrete must be carried out through laboratory tests and samples collected at the exit of the plant, and the mixture must have the characteristics specified in item 3.6 of Chapter 2 of this TSSC.

The samples collected in the layer must be carried out by core drilling, with a motorized device.

The tests carried out on the cores collected must comply with the following results:

- Degree of compaction > 97% of the reference laboratory density (sample collected at the center on the day of application and specimens compacted by impact in the laboratory);
- Coating thickness, after compaction, equal to the thickness of the project approved by the Inspection.

### **3.7 Placement of curbs in concrete**

The kerbstones must be of the prefabricated type in vibrated concrete and must conform to the project presented by the Contractor and approved by the Supervisory Board, respecting the dimensions indicated therein.

The kerbstones must not be uneven or cracked.

The curbs must be placed on a layer of C25/30 concrete, in pieces of 0.50 m in length in straight areas and in curved areas with a radius greater than 10 m, and by elements of 0.25 m in length in areas curves with a radius of less than or equal to 10 m.

The joints will not be more than 0.015 m thick and must be filled with hydraulic mortar dosed at 300 kg of cement per cubic meter.

The joint must be made using a round iron with a diameter of 15 mm.

The placement must be done according to the drawings or following the Inspection instructions.

### **3.8 Pavement finishing**

The surface of the completed pavement must not present, at the time of provisional acceptance, depressions, undulations or bumps.

#### *Irregularity measurement*

After commissioning, a road irregularity measurement campaign must be carried out, at the expense of the Contractor.

This campaign, which is an integral part of the reception of the work, must be carried out by measuring the irregularity (longitudinal and transverse) of the pavement, in order to ensure that the specifications relating to the surface of the pavement are met. This contractual measurement of the irregularity of the pavement must be made with a 3 m ruler.

The ruler must be placed parallel to the road axis, at any point on a profile in straight section, or transversely to this axis, on curves.

One test must be carried out for every 25 m (longitudinal and transverse).

The unevenness verified under the rulers must be designated by E:

- a) If it is less than or equal to 10 mm, the difference in level is considered acceptable.
- i) If it is greater than 10 mm, the Contractor will have to proceed, at his own expense, with a re-profiling to correct this defect. This reprofiling must be extended, at least five (5) meters, to one side and to the other, of the area to be regularized.

## **4. SLOPES, DUTCHES AND OUTLETS**

The slopes will have the inclinations established in the standard plans, presented by the Contractor and approved by the Inspection.

The trenches must be executed with the dimensions foreseen in the standard profiles. The longitudinal slope must be, as much as possible, identical to that of the road centreline. If necessary, the slope can be increased to avoid water accumulation at any point along the route.

The inclination must, however, remain lower than that corresponding to the limit of the critical erosion velocity (0.5 m/s).

The different shapes, configurations and profiles must be approved by the Inspection.

The outlet openings must be created to reduce the flow velocity in the ditches or to avoid overflowing over the platform. Its placement, when not indicated by the Owner of Work, must be defined by the Contractor and submitted for approval by the Inspection.

The distance between two outlet openings must always be less than 500 m, unless otherwise indicated resulting from a hydraulic calculation, without interim work. The length of the outlet openings must be such that the dispersion of water at its end does not present any obstacle or danger to the platform.

The outlet openings must be adjusted in a longitudinal profile to ensure perfect evacuation of water from the ditches at low points and must be placed at 45° to the road axis, in the direction of the slope of the land.

The outlet openings will, in principle, have a trapezoidal section and will be 2 m wide in depth.

## **5. WORKS OF ART AND DRAINAGE**

### **5.1 Implantation**

The stakeout of the works must be carried out by the Contractor following, on the one hand, the provisions indicated in the execution project presented by the Contractor and approved by the Inspection and, on the other hand, the specific instructions of the Inspection.

After notification of the Inspection instructions, the Contractor has a period of fifteen (15) days to verify and substantiate, if he intends to refute these instructions, otherwise they must be accepted without reservation by the Contractor.

In case of disagreement, the topographical survey will resolve the dispute. Any start of execution, without complaint, is the responsibility of the Contractor, so, in case of error, he will have the obligation to take responsibility for all possible removal and reconstruction operations.

### **5.2 Excavations for the foundations**

The bottoms of the excavations for the foundations must be sound land with bearing capacity, approved by the Inspection.



The Contractor must carry out all necessary protections, drainages and drains.

If the Contractor encounters hard or rocky terrain that requires the use of special drilling or other equipment, he must notify the Inspection, which will decide whether or not to maintain the elevation of the foundation indicated on the plans. Whatever your decision, new contradictory tests must be carried out to estimate the volume corresponding to the hard soils extracted.

### **5.3 Composition of hydraulic mortars and cement concrete**

Hydraulic mortars, as indicated in item 3.13 of Chapter 2 of this TSSC, must be of two (2) types:

- a) Mortar for leveling small current works (top of nozzles, for example) and masonry joints and concrete edges;
- b) Mortars added with epoxy resins for repairing road works to be maintained.

The amounts of resin to be incorporated must be around 8 to 10% of the cement mass per cubic meter. The epoxy resin to be used must be approved by the Inspection regarding its qualities and specificity, characteristics that will be communicated to it by the Contractor.

The dosage must be subject to a laboratory study to determine the exact amounts of resin to be used on site.

The classes of cement concrete, the minimum dosages of cement and the water/cement ratio will depend on the conditions of exposure to the environment to which the concrete is subject, in accordance with what is indicated in the European Standard NP EN 206-1.

The workability of the concrete must be determined by the Abrams cone method, in accordance with the procedure of the European Standard NP EN 12350-2.

The maximum sag must correspond to class S3 or higher.

Performance control tests must be carried out by the Contractor and verified by the Inspection.

All hydraulic mortars and cement concrete must be submitted to formulation studies and their composition approved by the Inspection.

The Contractor has the obligation and responsibility to carry out the formulation studies, in good time, in order to be able to respect its contractual obligations regarding the execution period.

### **5.4 Concrete manufacturing and transport**

#### ***Manufacturing***

The mixing of the concrete must be carried out by mechanical means using equipment that promotes the homogeneous mixing of the components without giving rise to segregation when unloading.

The volume of each mix must not exceed the nominal capacity of the concrete mixer, indicated by the manufacturer.

For any installation or supply of material, the Contractor must obtain the prior agreement of the Inspection, based on the detailed plans and technical information to be provided to the Inspection.

The constituents of the concrete must be introduced into the manufacturing equipment, in the following order: medium and coarse aggregates, cement and sand and, finally, the mixing water. The Contractor cannot proceed in any other way unless he demonstrates that it leads to a better homogeneity of the components of the concrete.

The duration of mixing must be such that all materials are perfectly and completely coated and exhibit a homogeneous appearance.

The water used for mixing hydraulic mortars and cement concrete must have the physical and chemical qualities established by the EN 1008 standard. It cannot contain more than 2 grams/liter of suspended material.

The Contractor shall take care to protect the reservoirs and water tanks against insolation. The Inspection may interrupt the manufacture of hydraulic mortars and cement concrete if it considers that the water temperature is too high (above 30°C).

## **Transport**

The Contractor may choose the means of transporting the concrete from the production site to the application site. However, you must obtain approval from the Inspection on the method and equipment used.

In case of using mixing trucks, the Contractor must pay special attention to the proper rotation of these trucks in order to avoid as much as possible the insolation and segregation of the product.

## **5.5 Placement of cement concrete on site**

### ***Pouring and laying of cement concrete***

The Contractor must ensure, when unloading the cement concrete, that there is no maneuver or disposition that could favor the segregation of the concrete.

Concrete with a cement dosage greater than 350 kg/m<sup>3</sup> must be vibrated. The vibrations must have a frequency between nine thousand and twelve thousand cycles per minute, vibrations with a higher frequency are not accepted.

The finishing of slabs or horizontal pieces of concreting can be carried out by horizontal vibration.

### ***Concrete curing***

In order to avoid significant shrinkage, and above all in the case of concreting in a hot climate and in areas exposed to the sun, the Contractor must take all measures to ensure that the concrete cures. Special products designed for this purpose can be used, but in any case, the Contractor must submit its provisions to the Inspection for approval.

## **5.6 Use and choice of formwork**

### *Characteristics of formwork and domains of use*

The formwork can be made of wood, plywood or metal. They must be clean, without any trace of concrete, mortar or old mortar.

Concrete faces that are not visible can be formworked with common materials.

### *Concrete faces not visible*

Concrete faces that are not visible, whenever there are holes, can be smoothed, as long as they do not lead to excessive segregation, namely close to the concreting joints.

### *Visible concrete faces*

The visible concrete faces, after stripping, must have a uniform colour. No holes should be visible. Regularizations/smoothing must be strictly limited and subject to prior approval by the Inspection, which assesses whether there is a defect or not. In case of a defect, the work must be demolished and rebuilt at the Contractor's expense.

Visible concrete faces must not show poorly finished edges, marks from the formwork panels, traces of mortar due to formwork deformations, visible cracks or air bubbles, or visible stops in the concreting process.

## **5.7 Painting of metallic parts**

Protection against corrosion through paint must be done in accordance with the NP EN ISO 12944 standard.

Surface preparation includes cleaning and removing rust by polishing with an emery board, after vigorous brushing with a wire brush or by any other means approved by the Supervisory Board.

## **5.8 Landfills adjacent to cement concrete works**

Landfills adjacent to cement concrete works may come, as the case may be and with the prior agreement of the Inspection, from:

- Reusable excavations;
- Loan locations approved by the Supervisory Board.

These materials must be placed on site in 30 cm thick layers, and compacted so that the dry density reaches at least 95% of the dry density of the Modified Proctor up to 0.30 m from the floor elevation, for the parts of cement concrete works located under the pavement.

The remaining 0.30 m, which is almost essentially the base layer and surface layer of the pavement, must, in the case of granular materials, be compacted to 98% Modified Proctor.

### **5.9 Execution of sanitation works**

The execution schemes, to be presented by the Contractor and to be approved by the Inspection, set the dimensions and construction details of the different types of sanitation works.

No coating is planned on the walls, which must, under these conditions, have sufficiently smooth surfaces after stripping/formworking.

Before any other concreting, a cleaning concrete must be poured over the work, with the thickness indicated in the execution drawings.

The thresholds (including the surface water lines) and reinforced concrete walls must be made of concrete, as defined in the project presented by the Contractor and approved by the Supervisory Board, generally of class C25/30.

The reinforcements must be fixed with shims, with a thickness of 2.5 cm, prepared before placing on site.

### **5.10 Ditch excavations**

The execution of these excavations is aimed, in particular, at the placement of metallic nozzles and the creation of works of art.

The ditch walls must be executed in such a way as to represent the least possible hindrance to the works that may eventually be carried out simultaneously and, with the minimum of risks, to the nearby works, whatever their nature.

The depth of the excavations, upstream and downstream of the ditch, must be fixed in the execution drawings of each work, for which the surveys of the standard plans exist.

The Owner of Work may prescribe the sanitation of the land at the bottom of the excavations, if the existing land there demonstrates poor quality. The additional volume must be filled with good quality materials and may, according to the Inspection, be completed with 10 cm of cleaning concrete which may, in the case of a nozzle, constitute its base. Backfill in selected materials approved by the Inspection must be compacted to 95% relative to Modified Proctor

All crowning and shielding that prove necessary for good resistance of the excavations must be carried out by the Contractor, who must also have all the necessary pumping means in case of appearance of water.

The land from the excavations, if its quality is sufficient, must be used to fill these excavations, after approval by the Inspection.

The Contractor must take all the necessary measures (signalling, temporary detours, security, etc.) to maintain the circulation of both motor vehicles and pedestrians.

### **5.11 Metallic nozzles**

The metallic nozzles must be formed by corrugated, curved elements, in galvanized steel sheet. Hooks or fastening accessories must all be galvanized as well.

The thickness of the metal elements must be 3.5 mm.

Among others, each element can be protected, both externally and internally, by bituminous paint in 2 layers, following the Inspection's instructions.

## **6. MISCELLANEOUS WORKS**

### **6.1 Walls in dry stone or mortared stone**

These works must be carried out on perfectly prepared and compacted land and their location approved by the Inspection.

These works are intended either to serve as protection walls in dangerous areas for circulation, to hold on slopes with sliding materials, or to support land. The height and thickness must be presented by the Contractor, in advance for approval by the Inspection.

Visible coverings must consist of stones with perfectly flat faces, either naturally or after cutting.

The filling between the base stones, whose dimensions must comply with the specifications defined in item 2.7 of Chapter 2, must be carried out with the help of smaller stones that will serve as a block.

The crowning of the wall must also be done in stone with a flat face.

In the case of mortared stone walls, the filling between the base stones must be carried out with the help of cement mortar, dosed at a minimum of 250 kg of cement for each cubic meter of mortar.

This mortar must be included in the unit price of the work.

### **6.2 Works to protect and stabilize slopes**

#### ***Walls in mortar stone masonry***

A composição da argamassa a utilizar para a alvenaria deve ser a argamassa doseada a 350 kg de cimento por cada metro cúbico de argamassa.

The composition of the mortar to be used for masonry must be the mortar dosed at 350 kg of cement for each cubic meter of mortar.

The masonry will be carried out in “opus incertum” (or placement of the stones on the cement mortar). Each seal will be approximately 2 cm wide over 0.40 m maximum depth. Debris must come from quarries proposed by the Contractor and approved by the Inspection. These must be made of hard, non-evolving, water-insensitive stones, with a density greater than or equal to 2.3 t/m<sup>3</sup>. The blocks must be clean, without soil or organic matter involved.

This debris will be at least 0.30 m long and have a minimum apparent dimension of 0.20 m. The shape of the blocks must also be as regular as possible and flattened and angular ones must not be accepted.

The blocks must satisfy the condition  $1 + g < 4$  and in which "l" is the length, "g" is the width and "e" is the thickness.

The crowns and the side edges of the stones must be executed with concrete dosed at 250 kg of cement per cubic meter, placed on site with a minimum width of 20 cm and a thickness of 40 cm, lightly reinforced with a 15 cm mesh of welded mesh. and diameter of Ø6 mm. The foundation or the settlement of the rockfill must be carried out in reinforced concrete dosed at 250 kg of cement per cubic meter.

### ***Walls in gabions***

The foundation of the wall is direct, on a compacted ground and with a bearing capacity equal to at least one and a half times the maximum compressive stress resulting from the dimensioning of the wall.

Whatever the foundation sill defined in the project, the surface finish must be rough, flat and allow friction to develop between foundation/wall equal to that of the wall/embankment.

The percolation of water inside the wall and/or effluents flowing to the interface with the contained land must be able to run longitudinally along the back of the foundation, being evacuated by drains or transversal draining gutters, with maximum spacing defined in the project presented by the Contractor and to be approved by the Inspection.

The baskets must be filled with blocks or hard rock rubble. The dimensions must not be less than 0.10 m, nor greater than 0.30 m. The thickest blocks should be placed on the periphery, the smallest in the interior.

The connection of gabions must be guaranteed on all edges, through a tie equal to the assembly.

Only other types of connection should be accepted, such as those produced by mechanical equipment, when specified by the manufacturer and authorized by the Inspection.

It is convenient that the filling of a gabion is carried out only after it has been connected to the next one. Likewise, in a course under construction, it is convenient that the last gabion of the same is not filled until the remaining ones are joined.

### **Gabion filling**

As auxiliary means of in situ assembly, adjustment and leveling of the final shape of the projected wall, molds consisting of rigid panels, precariously attached to the lateral faces of the gabion, leveling wires or other techniques can be used.

filling each gabion cell, which may be done mechanically or manually, the following order and execution rules must be followed:

- a) Larger stones (or blocks) must be arranged manually, stacking them preferably on the outer faces. Particular attention should also be given to filling in the corners, arranging the larger stones there, whose shape best fits them;
- b) To avoid cramming the outer area of the structure, transverse mounting rods must be placed inside the gabion, connecting the inner and outer faces, per meter of wall, in a single orthogonal direction (two to  $1/3$  and two to  $2/3$  of the height of the gabion if  $h = 1$  m and two to  $1/2$  of the height of the gabion if  $h = 0.5$  m). The wire of the tie rods must pass through at least one mesh, on each face of the compartment to be connected. If desired, the tie rods can be attached diagonally through the corners, rather than perpendicular to the sides;
- c) The filler must, in each cell, be carried, throughout the central area, at least 5 centimeters above the nominal height of the gabion, the purpose of which is to compensate for deformations due to settlement resulting from the adjustment between stones and not manufacturing defects;
- d) When closing the gabion cover, the same technique should be followed and the wire described above should be used for connection operations. Another technique that provides a satisfactory connection between the two elements may be used, namely one that does not allow manual lifting.

#### Confining ground or landfill

When the wall in gabions is intended to contain an embankment, the execution of this, in layers, must be combined with the always advanced execution of the wall, without, however, exceeding in the construction of the gabions more than one layer in advance at the height of the built embankment.

In these situations, very heavy compacting agents vibrating close to the wall should not be used.

The layout of the geotextile, when the project foresees its placement, must adjust to all the shapes of the wall without jeopardizing the value of the connection friction considered in the dimensioning. It should also be placed in such a way as to avoid bending and tearing.

In situations where the wall contains an excavation slope, the placement of filling material on the back of the wall should also be combined with the execution of the wall, not exceeding the construction of the gabions by more than one layer in advance of the placement of the filling material. filling.

#### ***Rockfill at the base of the slopes***

These must consist of rubble with a size between 0.15 m and 0.40 m and will have at least 10% of long, flat blocks.

They will be placed manually, in a layer of 0.40 m in length at the base of the slope at the level of the works and in general, following the instructions of the Inspection.

### 6.3 Signaling

Milestones and road markings must be carried out in accordance with the Interministerial Instructions of the Convention on Road Signs in Vienna, which took place on 8 November 1968.

#### a) Painting

Reflective white marking paints must be carried out on the wear layer of the pavements to materialize the center line and the road edges on both sides.

The paint used must be reflective and must be submitted to the Inspection for approval. The dosages must be those approved, according to the quality of the proposed painting, the reflectorization must be obtained by spreading the glass spheres.

The width of the band is fixed at 12 cm. The paint application must be done mechanically. The strips are made by the Contractor and submitted to the Inspection for approval. The discontinuous bands are made at the rate of a solid line, 3 m long, and an interval of 10 m long.

These works must be carried out immediately after receiving the wear layer and cleaning the area to be painted, after vigorous sweeping.

The paint must be applied in such a thickness that, after drying, it must be between 0.25 and 0.40 mm. The dosages per square meter must be at least the same as those provided for in the type-approval certificate. If they turn out to be lower, on average, than this limit, a penalty equal to five percent (5%) of the applied price must be applied, without prejudice to the particular specifications of the guarantee.

Excess paint consumption must not be taken into account under any circumstances.

In case of defects or marking errors, the cleaning of impressions already made must be carried out using bituminous products that must be proposed by the Contractor and submitted to the Inspection for approval.

The Inspection reserves the right to control, at any time, the paints and their dosages.

Painting samples must be carried out in the presence of the Contractor's representative and must be sent to a laboratory designated by the Inspection to carry out chemical and physical analyses. Each sampling will comprise two samples of 1 kg each, one of which serves as a witness. The Contractor shall bear, without any compensation, the sampling operations, as well as the costs of control and analysis.

Paintings that do not comply with the homologation requirements are immediately rejected and works already carried out are thus rejected, at the expense of the Contractor, who must bear, among others, the ancillary expenses and, even with the bituminous products, mentioned above.

#### b) Kilometer marks



The provision and placement of kilometer markers is planned.

Its location, prescriptions and paint colors must be approved by the Inspection.

The frames must be made of concrete with a minimum cement dosage of 250 kg/m<sup>3</sup>, not reinforced. Its shape and size must be those approved by the Owner of Work.

The landmarks must be surrounded by an area of 2 m x 3 m, stripped and filled with good quality materials, identical to those required for the berms. The surface of the landmarks that is exposed must be painted with 3 layers of paint approved by the Inspection.

The inscriptions on the landmarks must be defined by the Contractor and approved by the Inspection.

### c) Signaling panels

#### c.1 Implantation

##### Lateral position of panels and signs

The panels and signs must be placed on the outer edges of the road, at least at a distance of 5.00 m from the road centerline.

To avoid the phenomenon of reflection, the plane of the front face of the panel or sign must form an angle not included in the interval between 88° and 98°, with the beam of the projectors, from the point where it begins to be visible.

##### Vertical position of signs

The agreed sign height is always relative to the height of the bottom edge of the sign in relation to road level.

The height is fixed, in principle, at 1.00 m. If several signals are placed on the same support, this height is relative to the lower signal.

##### Vertical position of the panels

For type A, B, C, K panels, the height is fixed at 1.00 m. While for panels D, E, G, I, J, the height is 2.00 m. This height must never be less than 0.60 m above the ground.

##### Layout of panels

Permanent warning signs must be placed at a distance of 150 m from the danger signs.

Type A panels and the speed reduction sign (type M1) must be placed on the same support.

Works that present a particular danger must be signaled by beacons equipped with retro-reflective devices (reflector type).

#### c.2 Colours

The colors must be executed in accordance with the Interministerial Instructions of the Convention on Road Signs in Vienna, held on 8 November 1968.

### ***c.3 Materials***

The use of glued reflective strips is not allowed and must be replaced by enameled paint.

The non-retroreflective backgrounds of the signs must be realized by applying a semi-gloss, oven-baked, glycerophthalic paint. This application must be even enough to appear smooth and without any roughness. The retro-reflective backgrounds must be made using a glycerophthalic paint with the incorporation of glass microspheres, which are also oven-baked.

Inks must not change noticeably over time. The replacement and exchange of some elements must be able to take place, without noticing a notable difference in the paint, after three years. The reverse side of the signs should be a neutral color, preferably light grey.

The reflective power of retroreflective materials must not suffer a loss of more than 20% in relation to its initial dry state after a period of two years of exploitation.

Reflective materials for the bottoms must be flexible enough to withstand shocks and weather. They must be able to redirect incident light at angles up to 25 degrees.

The surfaces of panels and signs must be perfectly smooth in order to minimize dirt and maintenance costs. The plates that make up the surface of these panels must be metallic and have a minimum thickness of 2 mm.

Panels and signs must be screwed onto tube supports blocked at the ends and galvanized. These supports must not have any sharp angles. The screws, once tightened, in their final position must be welded onto the threaded rod.

### ***c.4 Drawings and dimensions of the panels***

Panels and signs must be studied and calculated for a total pressure of 180 kg/m<sup>2</sup>. The efforts must be fully supported by the supports and foundations, excluding tension cables not accepted.

Dimensions and designs must comply with the Interministerial Instructions of the Convention on Road Signs in Vienna, which took place on 8 November 1968 and the legislation in force.

Circular panels must have a diameter of 80 cm, as well as triangular panels, whose side of the equilateral triangle must be 80 cm.

### ***c.5 Anchorages and foundations***

Foundations must be executed very carefully. In particular, the visible upper part of the bases must be smoothed. The foundations must be calculated for a torsional force corresponding to a total force on the panel of an impulse of 180 kg/m<sup>2</sup>. They must be able to normally absorb these efforts.

The types of support and foundation indicated by the Owner of Work must be verified by the Contractor. However, all arrangements, such as the size of the panels, must be proposed by the Contractor and subject to approval by the Inspection.

*d) Turning marks*

On curves that constitute a danger, either because of the radius of curvature, or because of the lack of visibility or because of their unexpected appearance, on a route where windings are rare, the outer side of the curve must be marked with the help of J1-type beacons. These beacons must also be placed at the level of the structures in order to facilitate their visibility during maintenance works.

## **CHAPTER 4: CONTROL**

### **1. TECHNICAL CONTROL**

#### **1.1 Nature of the tests to be carried out**

*a) Reception tests*

These are namely:

- Preliminary material acceptance tests and studies, search for the composition of mixtures and conformity tests;
- Material reception tests at the construction site.

*b) On-site placement control tests*

These are current quality control tests for work on site (field), including experimental sections.

*c) Geotechnical control tests of the works*

#### **1.2 Geotechnical control tests of the works**

The tests must be carried out under the conditions and following the methods recommended in the following documents, arranged in order of priority, in case of disagreement between the different standards and test procedures.

- Document n° 1: This TSSC with the references it takes into account for some operand modes;
- Document No. 2: The technical testing procedures of the Instituto de Estradas de Cabo Verde;
- Document n° 3: Test procedures of the National Civil Engineering Laboratory of Cape Verde;
- Document n° 4: The Portuguese or European Standards;
- Other documents: The other international standards.

#### **1.3 Control by the Contractor**

The Contractor must carry out a technical control to monitor the works and services he performs.

To this end, it must have the facilities and equipment necessary to carry out the verification of the different dosages, compositions, mixtures and, in general, all the necessary tests for a good technical execution in accordance with good construction practices, or be a testing laboratory.

All the results of the control tests carried out by the Contractor are communicated to the Inspection as they are carried out.

#### **1.4 Control by Inspection and by the CEL**

The Inspection must carry out at least 25% of the volume of tests indicated in the specifications of this TSSC for construction/rehabilitation works, chosen at random from the different categories of tests.

The Inspection must send to the State laboratory (CEL), samples corresponding to a minimum of 5% of the volume of tests required in the specifications of this TSSC for construction/rehabilitation works.

The tests to be carried out by the CEL must also be randomly chosen by the Inspection and approved by the Project Manager and the CEL. These tests are selected, preferably, at the beginning of the construction/rehabilitation works.

The site and laboratory equipment shall be provided by the Contractor.

The costs of the tests to be carried out by the CEL (including the sending of samples, the possible displacement of the CEL staff) and the 25% of the tests to be carried out by the Inspection, are borne by the Contractor.

## **2. CONTROL OF EARTHWORKS AND PAVEMENTS**

In addition to soil or granular material identification tests, which are carried out on borrowings and materials from quarries, the Contractor must carry out:

- \* About the foundation of the embankments
  - Every 150 m approximately: two in situ dry densities with determination of water content;
  - Every 500 m, approximately, and per homogeneous section: a granulometric analysis, determination of consistency limits, a Sand Equivalent, a Modified Proctor test and a CBR test after 4 days of imbibition;
- \* About the body of landfills
  - Every 150 m, and for each layer, whenever the embankment height is greater than 40 cm: two in situ dry densities with determination of water content and calculation of the degree of compaction;
- \* On the bottom of the embankment

- Every 150 m approximately: two in situ dry densities and determination of water content;
- \* *On the bottom of the excavations (sinks, trenches)*
  - Every 150 m approximately: two in situ dry densities and determination of water content;
  - \* *About the excavated embankments*
    - Every 150 m, approximately, and for each layer, whenever the embankment height is greater than 40 cm, two in situ dry densities with determination of water content and calculation of the degree of compaction;
- \* *On the bed layer of the pavement (top layer of earthworks)*
  - Every 150 m, approximately: three dry densities in situ, with determination of water content;
  - Every 200 m, approximately, per homogeneous section: a granulometric analysis, determination of consistency limits, a sand equivalent test and a methylene blue value;
  - Every 1000m or so: one Modified Proctor trial and one CBR trial after 4 days of soaking/ imbibition.

Control of the compaction value must be done by measuring the dry density in situ, with a gamma densimeter, at the rate of a minimum measurement per 1,500 m<sup>2</sup> of landfill placed on site and for each layer executed.

These tests should be repeated whenever there is a change in local conditions or at least weekly.

The relative compaction, measured over the entire surface and thickness of the last layer before the bed, must not be less than 95% in relation to Modified Proctor and the water content cannot differ by more than 15% from the optimum content obtained in the tests of reference.

The surface on which the pavement bed layer rests must be flat and even, without cracks, undulations or loose material. This surface cannot differ by more than 2.5 cm in relation to the longitudinal and transverse profiles.

### **3. CONTROL OF THE LEVELING AND COMPACTION OF THE SUB-BASE, BASE LAYER OF THE PAVEMENTS AND BERMS**

- \* *About underbase and base layers:*
  - Every 150 m approximately: three in situ dry densities with determination of water content;
  - Every 150 m approximately: three in situ dry densities with determination of water content;

- A granulometric analysis, a determination of consistency limits and a sand equivalent test, for each layer;
- One Modified Proctor test and one CBR test after 4 days of imbibition, for every 2000 m<sup>3</sup> of materials placed on site;
- One test from Los Angeles and Micro Deval, for each supply of aggregate.

Regarding to compaction, on the sub-base layers, this must lead at all points to a density equal to 95% relative to Modified Proctor. On base coats made of natural materials, it should lead at all points to 98% relative to Modified Proctor.

No lower tolerance shall be allowed. If the required density is not achieved, the Contractor must recommence work, at his expense.

#### **SUMMARY OF RECEIPT AND CONTROL TESTS FOR EARTHMOVING AND PAVING WORKS**

NATURE OF WORKS	NATURE OF THE TESTS		MINIMUM NUMBER OF TESTS	CRITERIA
	DESIGNATION	PROCEDURE		
Compaction of the embankment foundation	Dry barity in situ	Gammameter ASTM D-2922 ASTM D-3017 NP EN 1097-5 or method LNEC E 204	1 trial every 1,500 m <sup>2</sup>	95% of Modified Proctor
Compaction of materials placed in landfill	Dry barity in situ	Gammameter ASTM D-2922 ASTM D-3017 NP EN 1097-5 or method LNEC E 204	1 trial every 1,500 m <sup>2</sup> and for each base layer	92% of Modified Proctor
Compaction of the pavement bed, in excavation or embankment	Dry barity in situ	Gammameter ASTM D-2922 ASTM D-3017 NP EN 1097-5 or method LNEC E 204	1 trial every 1,500 m <sup>2</sup>	95% of Modified Proctor
Base and subbase layer compression	Dry barity in situ	Gammameter ASTM D-2922 ASTM D-3017	1 trial every 1,500 m <sup>2</sup> and for each base layer	97% of Proctor Modified for underbase layer

		NP EN 1097-5 or method LNEC E 204	1 trial every 1,500 m <sup>2</sup> and for each base layer	98% of Proctor Modified for base layer
Compaction of the berms	Dry barity in situ	Gammameter ASTM D-2922 ASTM D-3017 NP EN 1097-5 or method LNEC E 204	1 trial every 1,500 m <sup>2</sup>	95% of Modified Proctor

Regarding to thicknesses, the tolerance is +/- 2 cm. The dimensions must not differ by more than 2 cm from the design dimensions in the case of the sub-base layer. For base coats the tolerance is +/- 1 cm. Dimensions should not differ by more than 1 cm from project dimensions.

With regard to the regularity and admissible tolerances on the pavement bed, the sub-base, the base and the edges, are defined in the table below.

#### SUMMARY OF WORK RECEIPT TESTS

NATURE OF WORKS	NATURE OF THE VERIFICATIONS	MINIMUM NUMBER OF TESTS	TOLERANCE
Leveling the pavement	Quotas obtained	Perpendicular to the axis on each side for each cross section	± 3 cm in relation to the theoretical profile
	Regularization	Longitudinally and then transversely through each transverse profile	With the 3 m ruler, arrow less than ± 3 cm
Regularization of slopes	Quotas obtained	For each transverse profile	± 3 cm in relation to the theoretical profile
Placement of the layers of sub-base, base and berms	Quotas obtained	About all characteristic points of each cross section	± 2 cm from the theoretical profile for the sub-base layer and ± 1 cm for the base layer
	transverse slope	All 10 m over the entire width	Between 2 and 3% in full lane Between 3 and 4% on the edges
	Regularization	For each transverse profile	With the 3 m ruler, maximum deflection less than: ± 2 cm for the sub-base layer and ± 1 cm for the base layer
	Thickness	for every hectometer	10% tolerance on theoretical thickness

Thickness control must be carried out through topography after compaction operations, in the case of an excess thickness, if it is within the tolerances defined above, it must be supported by the Contractor.

#### **4. CONTROL OF THE EXECUTION OF THE PAVEMENT IN SIDEWALKS**

- Every 200 m<sup>3</sup> approximately: a size, homogeneity, shape and organic matter content test;
- All 500 m<sup>3</sup> or per quarry: one trial from Los Angeles.

The finished sidewalk surface must not show deformations, bumps or ripples. It must be perfectly regular and conform to the approved longitudinal profile and transverse profile.

If authorized tolerances are exceeded, the Inspection orders the demolition of the sidewalk and its reconstruction, at the Contractor's expense.

#### **5. CONTROL OF THE EXECUTION OF SURFACE COATINGS**

The Contractor shall carry out, at a minimum, the following tests with regard to the compositions:

- For each working day: 3 granulometry checks of the different fractions;
- One rehearsal of form for every two weeks of work;
- One Los Angeles shoot for every two weeks of work;
- One Micro Deval test for every four working weeks;
- An adhesiveness test for each use of aggregates and a new source of bitumen, or when there is a change in the nature of the raw materials.
- When supplying binders, a 2 kg sample must be collected per delivery truck or wagon. These samples must be tested immediately after collection in the construction laboratory.

The dosages of binders and aggregates are checked by weighing the amount dropped into a container with a known surface area placed on the road before the paver passes by. Tolerances are minus ten percent (10%) for binder and plus or minus ten percent (10%) for aggregates.

The regularity of spreading the binder in a transverse profile must be checked periodically and contradictorily by picking up the spread binder and using a 3 m ruler.

The regularity of scattering should be evaluated from the value:

$$CV = s / m$$

Where:

S = Type deviation of weighings;

m = M-T;



Where, M = average of weighings and T = average tare of binder collection receptacles.

The CV coefficient must be less than 10%. Otherwise, spreading must be stopped until the desired regularity is achieved.

The evenness of the spreading shall be verified by contradictory tests at the Contractor's expense.

Regarding to the dosages of binders and expected fractions, which must be continuously controlled by calculation, based on the quantities placed on site, any deviation in quantities is not permitted.

The Contractor must communicate to the Inspection the delivery forms and the certificates of analysis of the conformity of the binders necessary for carrying out the impregnation watering, surface coating and bonding watering.

## **6. CONTROL OF THE MANUFACTURING AND APPLICATION OF BITUMINOUS CONCRETE**

The Contractor must equip the yard with a means of weighing loaded trucks. Every day the Contractor will record the tonnage of bituminous concrete manufactured and applied and the surface coated as well as the tonnage of fines and bitumen consumed.

Adjustments made through contradictory tests are often made by comparing the quantities of bitumen and fines received at the shipyard and the quantities actually consumed, taking into account changes in stock. This procedure must also be carried out to determine the average thickness of bituminous concrete applied on site.

### **6.1 Samples collected at the exit of the plant**

6 samples must be collected per working day, 3 in the morning and 3 in the afternoon; of these samples, one must be analyzed immediately.

If the results of the analysis satisfy the criteria mentioned above for the composition characteristics, taking into account the tolerance of plus or minus 1% in relation to the mass of the aggregate, the fines, and the bitumen dosage, the manufacture must be considered satisfactory. If the levels of fines or fillers differ by more than 1% from the proposed levels, the other samples collected on that working day must be analyzed and the average of the results must be used to adapt the manufacture and to apply the prescriptions of the following paragraph.

If the bitumen contents differ by more than 0.3% from the proposed contents, the other samples collected on that working day must be analyzed and the average of the results must be used to adjust the manufacture and to apply the prescriptions of the following paragraph.

Regarding to the tons already applied corresponding to a non-compliant manufacture, the Instituto de Estradas reserves the right, either to have the specified parts removed entirely, or

to apply a price reduction, if their behavior is considered satisfactory during the warranty period. The reduction must be ten percent (10%) of the corresponding amount.

## **6.2 Samples collected on the pavement**

The control must be carried out, mainly on the measurement of thickness and compaction.

Regarding to the degree of compaction, it must be at least 97% of the density measured in the laboratory on the sample collected at the exit of the central. No tolerance is allowed on this value: if this value is not reached, the Contractor must prolong the compaction or equip himself with more efficient compaction equipment.

Thickness control will take place after compaction.

The thickness after compaction will correspond to the thickness set in the execution project. The excess, in relation to the thickness to be made, is not limited and the excess must not be paid.

The tolerance for lower thicknesses must be as follows: at each point, the maximum tolerance is 0.6 cm; for the average value of 10 consecutive measurements, the maximum tolerance is 0.3 cm.

If the maximum tolerance is exceeded, the Contractor must apply at his own expense (including supplies) a new layer of bituminous concrete, with sufficient thickness and approved by the Supervisory Board. In no case shall the Contractor be paid an average thickness greater than that fixed.

Samples collected on the floor must not be used to check the characteristics of the aggregates and the binder that compose them.

## **6.3 Tests to be performed**

### **a) By bituminous plant and manufacturing day:**

- Granulometric analyzes on the mixture of aggregates;
- 2 equivalents of sand from the aggregate mixture at the mixer outlet;
- 2 Series of 2 Stabilities (Marshall);
- 2 Dosages in bitumen.

In addition to these tests, the following should be performed:

- One Los Angeles rehearsal for every two weeks of work;
- One Micro-Deval trial for every four weeks of work;
- An adhesiveness test for each use of aggregates and bitumen from a new source, or whenever there is a change in the nature of the raw materials,

### **b) After application on site within 7 days after compaction:**

- Determining the degree of compaction (one per 1000 m<sup>2</sup>);
- Thickness measurement (one per 1000 m<sup>2</sup>).

Acceptance Tolerances:

The average thickness of each layer must not be less than that indicated in the project.

If the average thickness of a lot is less than 92% of the design thickness, the lot must be rejected and the Contractor must remove it by milling and make a new layer, at his expense. If there are no structural or gauge problems, the Contractor can place a new layer over the rejected layer.

### SUMMARY OF THE CONTROL TESTS FOR THE WORKS ON AUTUMINOUS CONCRETE

NATURE OF THE TESTS	FREQUENCY	REQUIRED RESULTS	TOLERANCES	SANCTIONS BEYOND TOLERANCES
Granulometry at the entrance of the central	2 times a day	Percentage according to the approved composition	0.075 mm sieve: $\pm 1\%$ Between the 0.180 mm sieve and the 0.075 mm sieve: $\pm 2\%$ Between the 4.75 mm sieve and the 2.00 mm or larger sieve: $\pm 4\%$	Shutdown of the bituminous plant until a new adjustment is made
Water content of aggregates at the entrance to the plant	2 times a day	Water content $<0.5\%$ of the theoretical content of the approved composition	---	Shutdown of the bituminous plant until a new adjustment is made
Average binder content	Average daily weight of trucks; measurement of binder tanks	Theoretical content of the composition approved	$\pm 0,3\%$	Shutdown of the bituminous plant until a new adjustment is made
Bitumen introduction temperature in the plant	Permanent	150 to 160°C for the 60/70 155 to 165°C for the 40/50	---	Shutdown of the bituminous plant until a new adjustment is made
manufacturing temperature	Permanent	145 to 165°C for the 60/70 150 to 170°C for the 40/50	---	Shutdown of the bituminous plant until a new adjustment is made
Production control of the percentage of bitumen	2 samples per day	Binder content according to the formula approved by laboratory determination	$\pm 0.3\%$ of the content of the working formula (experimental section)	Rejecting bituminous concrete
Fines content	2 samples a day	Fines content according to the approved formula, by laboratory determination	$\pm 2\%$ of the theoretical content of the work curve (experimental section)	Rejecting bituminous concrete
Normal application temperature	Permanent	135 to 155°C for the 60/70 140 to 160°C for the 40/50	---	systematic refusal

NATURE OF THE TESTS	FREQUENCY	REQUIRED RESULTS	TOLERANCES	SANCTIONS BEYOND TOLERANCES
Temperature at the rear of the spreader	Permanent	Over 130°C	+10% in case of wind or rain	systematic refusal
Irregularity	Permanent	Absence of arrows when applied to the 3 m ruler longitudinally or transversely	10 mm	Rejecting bituminous concrete
Compaction Degree	1000 m <sup>2</sup>	97% compared to Proctor	---	To the Inspection's appreciation
Thickness control	1000 m <sup>2</sup>	Thickness foreseen in the project	± 5 mm for the average of 10 successive measurements	To the Inspection's appreciation

## 7. CONTROL OF THE JOINTS

Transverse joints between edge elements must not exceed 0.5 cm in width and must be filled with cement mortar and cut vertically before applying the new material. They must be clean and humidified.

The execution tolerances are as follows:

- In plan: 0.02 m
- In height 0.004 m

When connecting two elements, the deviation between them must be less than or equal to 0.002 m in plan and 0.001 m in height.

## 8. CONTROL OF HYDRAULIC MORTARS AND HYDRAULIC CONCRETE

### For fine aggregate or sands:

- One sand equivalent test for every 35 m<sup>3</sup> of sand, or per fraction of 35 m<sup>3</sup> of sand;
- One control of granulometry for every 100 m<sup>3</sup> of sand, or for a fraction of 100 m<sup>3</sup> of sand;
- At least one sand equivalent test and sand granulometry control for quality concrete, per working day.

### For medium and thick aggregates:

- 2 Los Angeles coefficient tests per 500 m<sup>3</sup>;
- A measurement of the mass proportion of aggregate washed through the 2 mm sieve, including, where applicable, the plasticity index (PI) of elements less than 2 mm in size, per 100 m<sup>3</sup>, or fraction of 100 m<sup>3</sup> of aggregates;
- One control of granulometry for every 200 m<sup>3</sup> or fraction of 200 m<sup>3</sup> of aggregates;
- At least one measurement of the mass proportion of the aggregate passed through the wash, on the 2 mm sieve and a control of the granulometry for each working day.

### For the mixtures:

- For each working day: collection of samples for 3 simple compressive strength tests, at 7, 28 and 90 days of age;
- For each week of work: collection of samples for 3 resistance tests to diametral compression, at 7, 28 and 90 days of age.

### **NORMATIVE REFERENCES**

The documents mentioned below are indispensable for the application of this document

### **LNEC SPECIFICATION:**

LNEC E 196:1966	<i>Soils. Granulometric analysis.</i>
LNEC E 197:1966	<i>Soils. Compaction test.</i>
LNEC E 198:1967	<i>Soils. Determination of the CBR.</i>
LNEC E 199:1967	<i>Soils. Sand Equivalence Test.</i>
LNEC E 200:1967	<i>Soils. Expandability test.</i>
LNEC E 204:1967	<i>Soils. Determination of dry weight “in situ” by the sand bottle method.</i>
LNEC E 233:1969	<i>Aggregates. Granulometric analysis.</i>
LNEC E 237:1970	<i>Aggregates. Los Angeles machine wear test.</i>
LNEC E 455	<i>A400 NR Steel Bars with Special Ductility for Reinforced Concrete Reinforcements. Characteristics, Tests and Marking.</i>
LNEC E 456	<i>A500 ER Steel Bars for Reinforced Concrete Reinforcements. Characteristics, Tests and Marking.</i>
LNEC E 458	<i>Electrowelded Meshes for Reinforced Concrete Reinforcements. Characteristics, Tests and Marking.</i>
LNEC E 460	<i>A500 NR Steel Bars with Special Ductility for Reinforced Concrete Reinforcements. Characteristics, Tests and Marking.</i>
LNEC E 467:2006	<i>Guide for the use of aggregates in hydraulic binder concrete.</i>
LNEC E 468:2005	<i>Paint coatings to protect reinforced concrete against chloride penetration. Test method and requirements.</i>
LNEC E 478	<i>A500 EL steel flat wires. Application field, characteristics and tests.</i>

*LNEC E 479*                      *Small diameter electrowelded meshes. Field of application, characteristics and tests.*

*LNEC E 480*                      *Electrowelded trusses for reinforced concrete reinforcement. Field of application, characteristics and tests.*

**Portuguese Standards:**

NP 143:1969                      *Soils. Determination of consistency limits.*

**American Rules:**

*ASTM D-2922*                      *Test methods for Density of Soil and Soil-Aggregate in Place by Nuclear methods.*

*ASTM D-3017*                      *Test methods for Water Content of Soil and Rock In-Place by Nuclear methods (Shallow Depth).*

**European Norms:**

NP EN 197-1:2012                      *Cement. Part 1: Composition, specifications and conformity criteria for common cements.*

NP EN 197- 2:2001                      *Cement. Part 2: Conformity Assessment.*

NP EN 206-1:2007                      *Concrete. Part 1: Specification, performance, production and compliance.*

NP EN 933-1:2000                      *Tests of the geometric properties of aggregates. Part 1: Particle size analysis. Sifting method.*

NP EN 933-3:2002                      *Determination of the shape of the particles. flattening index.*

NP EN 933-4:2008                      *Determination of particle shape. Shape Index.*

NP EN 933-5:2002                      *Determination of the percentage of crushed and broken surfaces in coarse aggregates.*

NP EN 933-8:2002                      *Tests of the geometric properties of aggregates. Part 8: Determination of fines content – Sand equivalent test.*

NP EN 934-2:2009+A1:2012                      *Adjuvants for concrete, mortar and grout. Part 2: Adjuvants for concrete. Definitions, requirements, compliance, marking and labeling.*

NP EN 1008: 2003                      *Mixing water for concrete. Specifications for sampling, testing and evaluating the suitability of water, including water recovered from concrete industry processes, for the manufacture of concrete.*

NP EN 1097-1: 2012	<i>Tests of the mechanical and physical properties of aggregates. Part 1: Determination of wear resistance (micro-Deval).</i>
NP EN 1097-2: 2011	<i>Tests of the mechanical and physical properties of aggregates. Part 2: Methods for determining fragmentation resistance.</i>
NP EN 1097-5	<i>Ensaaios das propriedades mecânicas e físicas dos agregados. Parte 5: Determinação do teor de humidade por secagem em estufa ventilada.</i>
NP EN 1504-2: 2006	<i>Produtos e sistemas para a proteção e reparação de estruturas de betão. Definições, requisitos, controlo da qualidade e avaliação da conformidade. Parte 2: Sistemas de proteção superficial do betão.</i>
NP EN 1504-3:2006	<i>Produtos e sistemas para a proteção e reparação de estruturas de betão - Definições, requisitos, controlo da qualidade e avaliação da conformidade. Parte 3: Reparação estrutural e não-estrutural.</i>
NP EN 10025-2: 2007	<i>Produtos laminados a quente de aços de construção. Parte 2: Condições técnicas de fornecimento para aços de construção não ligados.</i>
NP EN 12350-2: 2009	<i>Ensaaios do betão fresco. Parte 2: Ensaio de abaixamento.</i>
NP EN 12390-3: 2011	<i>Ensaaios de betão endurecido. Parte 3: Resistência à compressão de provetes.</i>
NP EN 13808	<i>Betumes e ligantes betuminosos. Especificações para betumes de pavimentação.</i>
NP EN 12620: 2002+A1	<i>Agregados para betão.</i>
NP EN 12697-8:	<i>Misturas betuminosas. Métodos de ensaio para misturas betuminosas a quente. Parte 8 Determinação das características volumétricas relacionadas com os vazios de provetes betuminosos.</i>
EN 12697-12	<i>Bituminous mixtures — Test methods for hot mix asphalt. Part 12: Determination of the water sensitivity of bituminous specimens.</i>
EN 12697-34: 2004+A1	<i>Bituminous mixtures — Test methods for hot mix asphalt. Part 34: Marshall test.</i>
NP EN ISO 12944: 1999	<i>Tintas e vernizes. Protecção anticorrosiva de estruturas de aço por esquemas de pintura.</i>

<i>NP EN 13108-20</i>	<i>Misturas betuminosas. Especificações dos materiais. Parte 20: Ensaio de Tipo.</i>
<i>NP EN 13108-21</i>	<i>Misturas betuminosas. Especificações dos materiais. Parte 21: Controlo da Produção em Fábrica.</i>
<i>NP ENV 13670-1: 2007</i>	<i>Execution of concrete structures – Part 1: General rules.</i>
<i>NP EN 13808</i>	<i>Bitumen and bituminous binders. Specification table for cationic bituminous emulsions.</i>
<i>NP EN 13877-1</i>	<i>Concrete Pavements – Part 1: Materials.</i>
<i>NP EN 13877-2</i>	<i>Concrete Pavements – Part 2: Functional Requirements for Concrete Pavements.</i>

Detailed technical specifications of all works and equipment proposed for each item of the project execution, according to the specifications are presented as bidding documents, namely:

- Document 1 - Memory;
- Document 2 - Drawings
- Document 3 - Specifications
- Document 4 - Bill of Quantities
- Document 5 - Project Lighting;
- Document 5.1 - Technical Specifications
- Document 5.2 - Lighting Memory;
- Document 5.3 - Lighting Drawings;
- Document 5.4 - Complete Illumination Project;



## Environmental and Social Requirements

Detail of project's environmental and social instruments, namely the Environmental and Social Management Framework (ESMF), Stakeholder Engagement Plan (SEP), Resettlement Policy Framework (RPF), and environmental e social study cam be consulting in the link below:

### ESCP

<https://www.mf.gov.cv/web/mf/outras-publicacoes>

<https://ugpe.gov.cv/projeto/reforco-da-sustentabilidade-resiliencia-e-diversificacao-do-sector-do-turismo-em-cabo-verde>

### SEP

<https://mf.gov.cv/documents/20126/0/Stakeholder+Engagement+Plan+%28SEP%29+final.pdf/5bea598d-8f23-27a8-7dd3-097e9f7a1efc?version=1.0&t=1648058844355>

<https://ugpe.gov.cv/projeto/reforco-da-sustentabilidade-resiliencia-e-diversificacao-do-sector-do-turismo-em-cabo-verde>

### ESMF

<https://ugpe.gov.cv/projeto/reforco-da-sustentabilidade-resiliencia-e-diversificacao-do-sector-do-turismo-em-cabo-verde>

[Quadro de Gestão Ambiental e Social - Projeto Reforço da sustentabilidade, resiliência e diversificação do sector do turismo em Cabo Verde - Ministério das Finanças \(gov.cv\)](#)

### ESMP

[https://backend-ugpe.gov.cv/wp-content/uploads/2022/04/ECV-PGES-Estradas-Espargos-Santa-Maria-18032022\\_12.04.22\\_limpo.pdf](https://backend-ugpe.gov.cv/wp-content/uploads/2022/04/ECV-PGES-Estradas-Espargos-Santa-Maria-18032022_12.04.22_limpo.pdf)

[https://mf.gov.cv/documents/20126/0/ECV+PGES+Estradas+Espargos-Santa+Maria+18032022\\_12.04.22\\_limpo.pdf/5073b4a4-4b08-5e45-2bec-66c06cad3e3a?version=1.0&t=1649939984503](https://mf.gov.cv/documents/20126/0/ECV+PGES+Estradas+Espargos-Santa+Maria+18032022_12.04.22_limpo.pdf/5073b4a4-4b08-5e45-2bec-66c06cad3e3a?version=1.0&t=1649939984503)

Other issue are consider in our policy, namely:

- World Bank Group EHS Guidelines
- Relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)
- Relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides
- Grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.
- SEA prevention and management.

## **Drawings**

## **Supplementary Information**



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

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

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

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

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

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## General Conditions of Contract

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

- (a) The “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The “**Activity Schedule**” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The “**Adjudicator**” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 42 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) “**Days**” are calendar days; months are calendar months.
- (m) “**Dayworks**” are varied work inputs subject to payment on a time basis for the Contractor’s employees and

- Equipment, in addition to payments for associated Materials and Plant.
- (n) A “**Defect**” is any part of the Works not completed in accordance with the Contract.
  - (o) The “**Defects Liability Certificate**” is the certificate issued by Project Manager upon correction of defects by the Contractor.
  - (p) The “**Defects Liability Period**” is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
  - (q) “**Drawings**” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - (r) The “**Employer**” is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
  - (s) “**Equipment**” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
  - (t) “**In writing**” or “**written**” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - (u) The “**Initial Contract Price**” is the Contract Price listed in the Employer’s Letter of Acceptance.
  - (v) The “**Intended Completion Date**” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
  - (w) “**Materials**” are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - (x) “**Plant**” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
  - (y) The “**Project Manager**” is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

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

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

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

- (mm) “**Sexual Harassment**” “**(SH)**” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
- (nn) “**Employer’s Personnel**” refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor’s Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specification,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and

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

- (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 26.1 of the General Conditions of Contract.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

**8. Other  
Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**9. Personnel and Equipment**

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - (f) has been recruited from the Employer's Personnel;
  - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

**9.3 Labor**

- 9.3.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

- 9.3.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws. The Contractor shall inform the Contractor's Personnel about 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, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- 9.3.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.3.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.3.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.3.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.



- 9.3.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.3.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.3.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.3.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.3.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.3.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.3.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.3.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a

position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

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

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

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

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

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

9.3.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

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

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.3.15).

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns

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

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

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

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

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

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

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

**10. Employer's  
and  
Contractor's  
Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's  
Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

**14. Site Data**

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

**15. Contractor to Construct the Works**

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

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

- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
  - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (e) provide fencing, lighting, safe access, guarding and watching of:
    - (i) the Works until the Works are taken over by the Employer; and
    - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
  - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- 18.3 Protection of the environment
- The Contractor shall take all necessary measures to:
- (a) protect the environment (both on and off the Site); and

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

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

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

**19. Archaeological and Geological Findings**

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

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

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

**20. Possession of the Site**

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

**21. Access to the Site**

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



**22. Instructions, Inspections and Audits**

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

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

**22.3 Inspections & Audit by the Bank**

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- 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 GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**23. Appointment of the Adjudicator**

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

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

- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 26. Code of Conduct**
- 26.1 The Contractor shall have a Code of Conduct for the Contractor’s Personnel.
- The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Contractor’s Personnel and seeking to obtain that person’s signature

acknowledging receipt of such instructions and/or documentation, as appropriate.

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

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

**27. Security of the Site**

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

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

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

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

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

**B. Time Control**

**28. Program**

28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the

Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

- 28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B
- 28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, 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; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's,

its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

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

**29. Extension of the Intended Completion Date**

29.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

29.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**30. Acceleration**

30.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

30.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**31. Delays Ordered by the Project Manager**

31.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**32. Management Meetings**

32.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

32.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 33. Early Warning**
- 33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 33.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

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

- 37. Uncorrected Defects** 37.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

- 38. Contract Price<sup>2</sup>** 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- 39. Changes in the Contract Price<sup>3</sup>** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

- 39.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

- 40. Variations** 40.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.

- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

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<sup>2</sup> In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

38.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>3</sup> In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

39.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>4</sup> In lump-sum contracts, add “and Activity Schedules” after “Programs.”

- 40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup>
- 40.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
  - (c) a description of any effect(s) of the change on performance/functionality; and
  - (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

- (a) accelerates the contract completion period; or

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<sup>5</sup> In lump-sum contracts, delete this paragraph.



- (b) reduces the Contract Price or the life cycle costs to the Employer; or
  - (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
  - (d) yields any other benefits to the Employer,
- without compromising the functionality of the Works.

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

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

#### 41. Cash Flow Forecasts

41.1 When the Program,<sup>6</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

#### 42. Payment Certificates

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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

<sup>7</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

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

### **43. Payments**

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

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

which the increased amount would have been certified in the absence of dispute.

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

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

#### **44. Compensation Events**

44.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

- 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 45. Tax

- 45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

#### 46. Currencies

- 46.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### 47. Price Adjustment

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

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

where:

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

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

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

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

#### 48. Retention

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

48.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### 49. Liquidated Damages

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

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of

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

payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

## 50. Bonus

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

## 51. Advance Payment

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

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

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

## 52. Securities

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

- 53. Dayworks**
- 53.1 If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs**
- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

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

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

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

## **59. Termination**

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.



59.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

59.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

**60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**61. Property**

61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**62. Release from Performance**

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**63. Suspension of  
Bank Loan or  
Credit**

63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

## **APPENDIX A TO GENERAL CONDITIONS**

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

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## APPENDIX B

### Environmental and Social (ES) Metrics for Progress Reports

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

*Metrics for regular reporting:*

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
  - i. *work permits: number required, number received, actions taken for those not received;*
  - ii. *status of permits and consents:*
    - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
    - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
    - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
    - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

- e. *health and safety supervision:*
  - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
  - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
  - i. number of expats housed in accommodations, number of locals;
  - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
  - i. number of new workers, number receiving induction training, dates of induction training;
  - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve;

- highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
- ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
  - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
  - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance



- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## APPENDIX C

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

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

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

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

Contract reference *[insert contract reference]*

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

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

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

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

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

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

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

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

Countersignature of authorized representative of the Contractor:

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

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



## Section IX - Particular Conditions of Contract

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

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is:
<b>GCC 1.1 (r)</b>	The Employer is:  Unidade de Gestão de Projetos Especiais - UGPE Rua Largo da Europa, nº6 - Achada de Stº António– Praia ZIP Code: C.P.145 Country: <b>Republic of Cabo Verde</b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be: <b>October 2024</b>
<b>GCC 1.1 (y)</b>	The Project Manager is:  Mr. Aginaldo Marçal Unidade de Gestão de Projetos Especiais - UGPE Av. China   Rampa Terra Branca – 3º piso   Chã d'Areia   Cidade da Praia (Ed. Tribunal Constitucional) - ZIP Code: C.P.145 Country: Republic of Cabo Verde Telephone: +238 261 75 84 E-mail address: <a href="mailto:Aguinaldo.Marcas@mf.gov.cv">Aguinaldo.Marcas@mf.gov.cv</a>
<b>GCC 1.1 (aa)</b>	The Site is located at: <b>Sal Island, Cape Verde</b>
<b>GCC 1.1 (dd)</b>	The Start Date shall be: <b>July 2023</b>
<b>GCC 1.1 (hh)</b>	The Works consist of: <ul style="list-style-type: none"> <li>• Milling of the existing roadway</li> <li>• Earthworks</li> <li>• Stabilization of the slopes</li> <li>• Execution of the sub-base layer</li> <li>• Execution of the base course</li> <li>• Execution of the rolling layer</li> <li>• Drainage systems</li> <li>• Engineering structures</li> <li>• Road safety devices</li> <li>• Vertical and horizontal signs</li> <li>• Construction of bicycle paths</li> </ul>

	<ul style="list-style-type: none"> <li>• Street lighting, etc.</li> </ul>
<b>GCC 2.2</b>	Sectional Completions are: <i>N/A</i>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <i>[List any other relevant document not listed in the Contract Agreement]</i>
<b>GCC 3.1</b>	<p>The language of the contract is: <b>English</b></p> <p>The law that applies to the Contract is the law of:</p> <p>The Republic of Cabo Verde</p>
<b>GCC 5.1</b>	The Project manager [ <b>may or may not</b> ] delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials:<i>[insert amounts]</i>.</p> <p>(b) For loss or damage to Equipment:<i>[insert amounts]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <i>[amount]</i>.</p> <p>(ii) of other people: <i>[amount]</i>.</p>
<b>GCC 14.1</b>	Site Data are: <i>[list Site Data]</i>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be:
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator:
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:
<b>GCC 24.4</b>	<p><i>[For smaller contracts, the institution is usually from the Employer’s Country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i></p> <p>Institution whose arbitration procedures shall be used: .....</p>

	<p><i>[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]</i></p> <p><b><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>or</p> <p><b><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></b></p> <p>All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”</p> <p>or</p> <p><b><i>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</i></b></p> <p>Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”</p> <p>or</p> <p><b><i>“Rules of the London court of International Arbitration:</i></b></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause.”</p> <p>The place of arbitration shall be: <i>[Insert city and country]</i></p>
<p><b>B. Time Control</b></p>	
<p><b>GCC 28.1</b></p>	<p>The Contractor shall submit for approval a Program for the Works within [number] days from the date of the Letter of Acceptance.</p>
<p><b>GCC 28.3</b></p>	<p>The period between Program updates is [insert number] days.</p>

	<p>The amount to be withheld for late submission of an updated Program is [insert amount].</p> <p>The period for submission of progress reports is [insert number] days.</p> <p>The period for submission of progress reports is <i>[insert number]</i> days.</p>
<b>C. Quality Control</b>	
<b>GCC 36.1</b>	The Defects Liability Period is:
<b>D. Cost Control</b>	
<b>GCC 40.7</b>	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be ___% ( <i>insert appropriate percentage. The percentage is normally up to 50%</i> ) of the reduction in the Contract Price.
<b>GCC 46.1</b>	The currency of the Employer’s Country is: <b>USD</b>
<b>GCC 47.1</b>	<p>The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 45. and the following information regarding coefficients [<i>specify “does” or “does not”</i>] apply.</p> <p><i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency [<i>insert name of currency</i>]:</p> <p style="padding-left: 40px;">(i) [<i>insert percentage</i>] percent non adjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>(b) For currency [<i>insert name of currency</i>]:</p> <p style="padding-left: 40px;">(i) [<i>insert percentage</i>] percent nonadjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be [<i>insert index</i>].</p> <p>The Index I for the specified international currency shall be [<i>insert index</i>].</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p>



	<p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
<b>GCC 48.1</b>	The proportion of payments retained is:
<b>GCC 49.1</b>	The liquidated damages for the whole of the Works are <b>0,005%</b> of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is <b>10%</b> of the final Contract Price.
<b>GCC 50.1</b>	N/A
<b>GCC 51.1</b>	The Advance Payments shall be: <b>20%</b> and shall be paid to the Contractor no later than <b>45 days after the signing contract and the contractor’s submission of an acceptable Bank guarantee in equal amount from a reputable Bank..</b>
<b>GCC 52.1</b>	<p>The Performance Security will be in the form of a ____ <i>[insert either one of “demand guarantee” or “performance bond”]</i> in the amount(s) of <i>[insert % figures]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. <i>[An amount of 5 to 10 percent of the Accepted Contract Amount is commonly specified for a “demand guarantee”. A “performance bond” is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Accepted Contract Amount is commonly specified for this type of security (see Section X, Contract Forms).]</i></p> <p><i>[Delete the following provision if ES Performance Security is not required.]</i></p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert % figure(s) normally 1% to 3%]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[The sum of the total “demand guarantees” (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]</i></p>
<b>E. Finishing the Contract</b>	
<b>GCC 58.1</b>	<p>The date by which operating and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>

<b>GCC 58.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is <i>[insert amount in local currency]</i> .
<b>GCC 59.2 (g)</b>	The maximum number of days is: <i>[insert number; consistent with GCC Clause 49.1 on liquidated damages]</i> .
<b>GCC 60.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

# Section X - Contract Forms

## Table of Forms

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## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

## Notification of Intention to Award

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

**Project:** *[insert name of project]*

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

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

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

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

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

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

### 1. The successful Bidder

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

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

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

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

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

**4. How to request a debriefing**

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

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

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

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

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

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

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

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

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

## 5. How to make a complaint

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

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

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

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

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

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6. Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

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

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

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

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

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

## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

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

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

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

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

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

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

### Details of beneficial ownership

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



<i>nationality, country of residence]</i>			
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**OR**

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

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

**OR**

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

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

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

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

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

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

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

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

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

# Letter of Acceptance

*[on letterhead paper of the Employer]*

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

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

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

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

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

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

***[or]***

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

(a) the Letter of Acceptance

(b) the Letter of Bid

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

(d) the Particular Conditions

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

(f) the Specification

(g) the Drawings

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

(i) any other document listed in the PCC as forming part of the Contract, but not limited to;

i. the ES Management Strategies and Implementation Plans; and

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

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

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

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 . . . . . *[name of the borrowing country]*. . . . .on the day, month and year specified above.

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

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

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

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

## Performance Security – Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

---

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this*

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

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*[signature(s)]*

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

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*guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

## Performance Security

### Option 2: Performance Bond

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

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

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

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

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

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

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

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

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

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

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



# Environmental and Social (ES) Performance Security

## ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( \_\_\_\_\_ ),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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*[signature(s)]*

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

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

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

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

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*[signature(s)]*

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

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<sup>2</sup> *Insert the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of the expected completion date, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*