

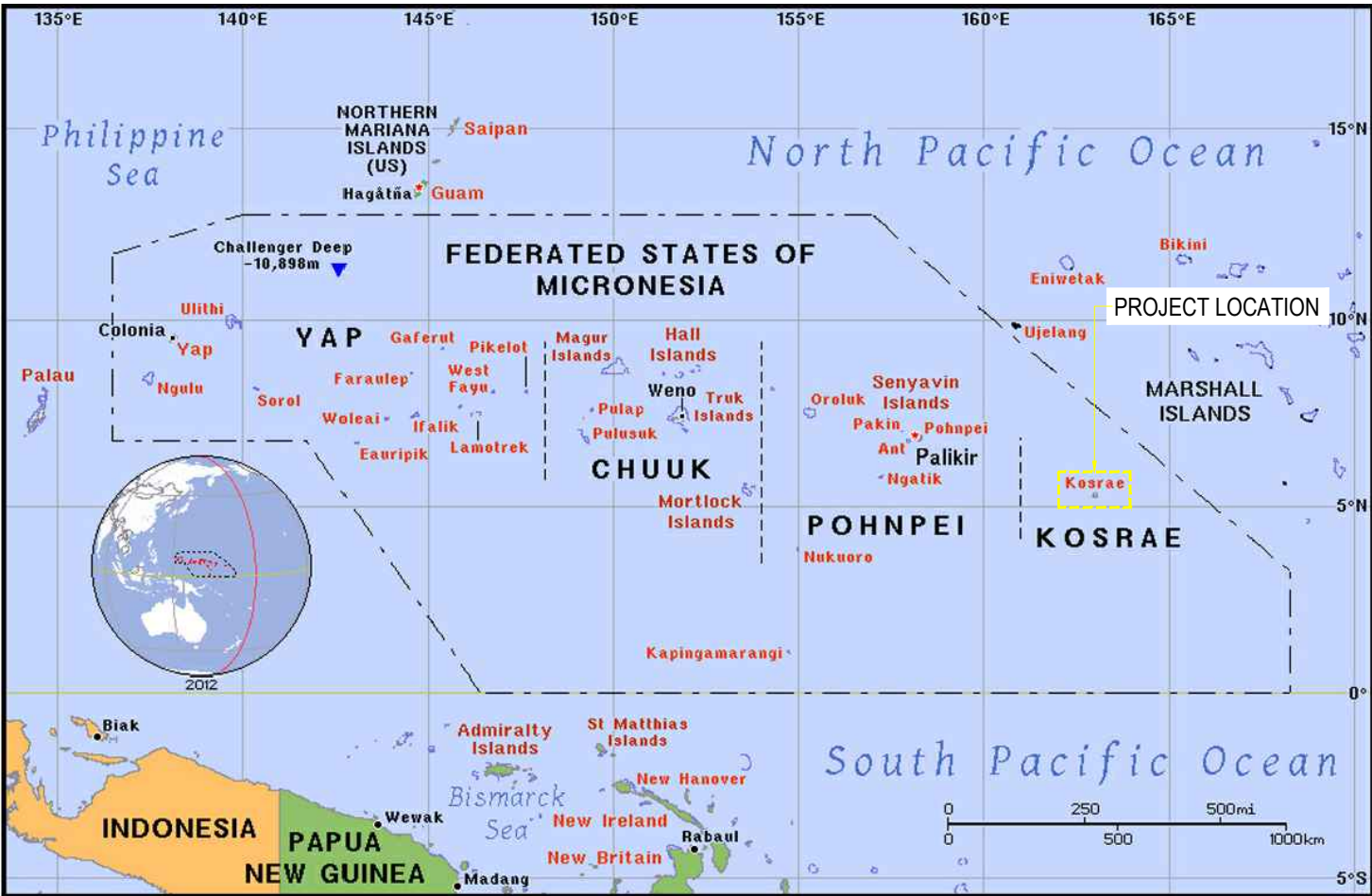
KOSRAE COASTAL PROTECTION

CIVIL ENGINEERING

Prepared for Government of the Federated States of Micronesia
Prepared by Beca International Consultants Ltd

Project No.: 6500587
09 SEPTEMBER 2025
FOR TENDER

DRAWING LIST	
DRAWING No.	DRAWING TITLE
6500587-CA-000	COVER PAGE & DRAWING LIST
6500587-CA-001	SITE LOCALITY PLAN
6500587-CA-002	GENERAL ARRANGEMENT AND TYPICAL SECTION PAAL REVETMENT
6500587-CA-003	GENERAL ARRANGEMENT AND TYPICAL SECTION MOSRAL REVETMENT
6500587-CA-005	SPECIFICATION



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NOTES:

- 1. HORIZONTAL COORDINATE SYSTEM: WGS1984 UTM ZONE 58N.
- 2. VERTICAL DATUM TO POHNPEI TIDE GAUGE ZERO (TGZ).
- 3. AERIAL IMAGERY:
 - GOOGLE EARTH 2025

ORIGINAL DRAWING
IN COLOUR

FOR TENDER
NOT FOR CONSTRUCTION

No.	Revision	By	Chk	Appd	Date
0	FOR TENDER	WP	AD	KS	09.09.25

Original Scale (A1)	Design	WP/AD	18.07.25	Approved For Construction*
NTS	Drawn	WP	18.07.25	
	Dwg Verifier	KS	05.08.25	
Reduced Scale (A3)	Dwg Check	AD	31.07.25	Date
NTS	* Refer to Revision 1 for Original Signature			



Client:	Project:
	KOSRAE COASTAL PROTECTION

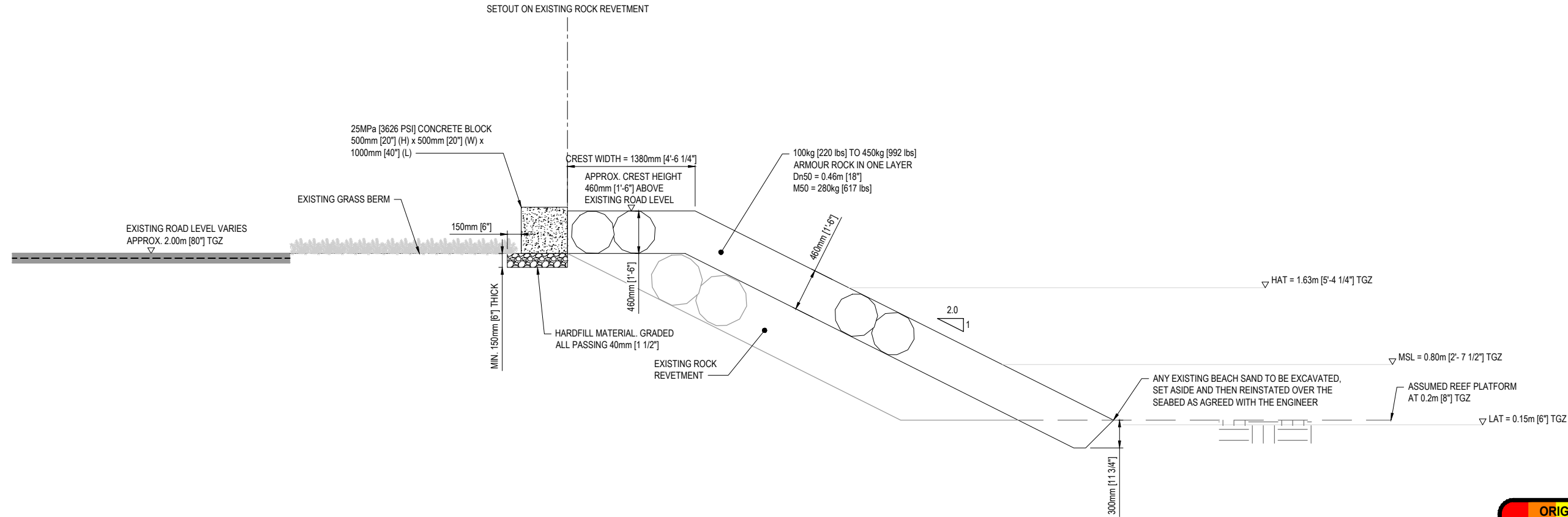
Title:
SITE LOCALITY PLAN

Discipline:	Rev.
CIVIL ENGINEERING	0
Drawing No.	
6500587-CA-001	



- NOTES:**
1. HORIZONTAL COORDINATE SYSTEM: WGS1984 UTM ZONE 58N.
 2. VERTICAL DATUM TO POHNPEI TIDE GAUGE ZERO (TGZ).
 3. AERIAL IMAGERY:
 - GOOGLE EARTH 2025
 4. EXTENT OF REVETMENT TO BE AGREED WITH THE ENGINEER ON SITE.
 5. CONCRETE BLOCKS TO BE PLACED END TO END ALONG THE CREST TO REDUCE THE VOLUME OF WATER PASSING THROUGH THE ROCK ARMOUR. IT IS ASSUMED THAT DRAINAGE OF THE ROAD AREA IS LANDWARD, HOWEVER WHERE NECESSARY A 50mm [2"] GAP CAN BE LEFT BETWEEN BLOCKS TO FACILITATE DRAINAGE SEAWARD. ALIGNMENT OF SUCCESSIVE BLOCKS TO BE WITHIN 15mm [1/2"] HORIZONTAL AND VERTICAL.
 6. CONTRACTOR TO INCLUDE AND MAINTAIN TRAFFIC MANAGEMENT REQUIREMENTS AROUND THEIR WORK SITE.

PAAL NORTH REVETMENT GENERAL ARRANGEMENT PLAN
SCALE 1:250



1 PAAL REVETMENT TYPICAL CROSS SECTION
SCALE 1:25

No.	Revision	By	Chk	Appd	Date
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		AD	31.07.25	Date



Client:	Project:
	KOSRAE COASTAL PROTECTION

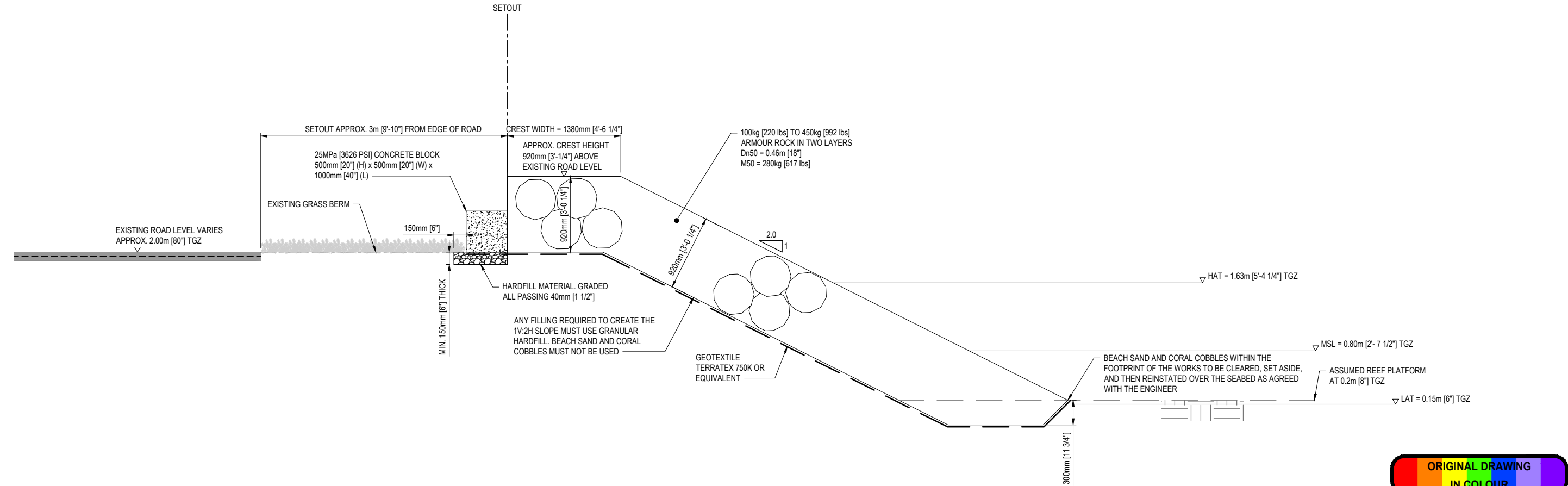
Title:	GENERAL ARRANGEMENT AND TYPICAL SECTION PAAL REVETMENT
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Discipline:	CIVIL ENGINEERING
Drawing No.	6500587-CA-002
Rev.	0



- NOTES:**
1. HORIZONTAL COORDINATE SYSTEM: WGS1984 UTM ZONE 58N.
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 6. CONTRACTOR TO INCLUDE AND MAINTAIN TRAFFIC MANAGEMENT REQUIREMENTS AROUND THEIR WORK SITE.
 7. CONTRACTOR TO PREPARE SEDIMENTATION AND EROSION CONTROL PLANS IN LINE WITH KIRMA REQUIREMENTS, INCLUDING THE USE OF SILT CURTAINS WERE NECESSARY.

MOSRAL SOUTH REVETMENT GENERAL ARRANGEMENT PLAN
SCALE 1:200



MOSRAL REVETMENT TYPICAL CROSS SECTION
SCALE 1:25

No.	Revision	By	Chk	Appd	Date
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Client: KOSRAE COASTAL PROTECTION

Title: GENERAL ARRANGEMENT AND TYPICAL SECTION MOSRAL REVETMENT

Discipline: CIVIL ENGINEERING	Rev: 0
Drawing No: 6500587-CA-003	

THIS SPECIFICATION SHALL BE READ IN CONJUNCTION WITH THE STANDARD "CIRIA C683 THE ROCK MANUAL - THE USE OF HYDRAULIC ROCK IN ENGINEERING" AND ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THIS STANDARD UNLESS EXPRESSLY NOTED OTHERWISE. THE CONTRACTOR SHALL PREPARE A METHOD STATEMENT FOR THE ENGINEER'S REVIEW INCLUDING SOURCES OF MATERIAL AND QUARRYING, HOW THE SPECIFIED GRADINGS WILL BE ACHIEVED, TRANSPORT AND STOCKPILING, ROCK PLACEMENT, SURVEY TECHNIQUES, HEALTH AND SAFETY AND ENVIRONMENTAL MATTERS.

1. ROCK SHALL BE HARD, DURABLE, CRUSHED, QUARRIED OR NATURAL ROCK FREE FROM DUST, CLAY, ORGANIC MATTER AND OTHER DELETERIOUS MATERIAL. THE ROCK SHALL BE FREE FROM LAMINATIONS AND CLEAVAGES AND SHALL NOT DISINTEGRATE ON EXPOSURE TO WEATHERING.
2. THE SOLID DENSITY (SSD) OF ROCK SHALL BE AT LEAST 2900 kg/m³ [181 lb/cf] IN ACCORDANCE WITH ASTM C128.
3. ROCK SHALL HAVE A WATER ABSORPTION LESS THAN 2% IN ACCORDANCE WITH ASTM 128.
4. ROCK SHALL HAVE A LOS ANGELES ABRASION RESISTANCE NOT MORE THAN 25 IN ACCORDANCE WITH ASTM C131/C131M.
5. ROCK SHALL BE CRUSHED, ANGULAR SHAPED MATERIAL, COMPLYING WITH THE REQUIREMENTS OF THE SPECIFICATION, FROM A SOURCE WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
6. ROCK GRADING IS AS SET OUT BELOW:

ROCK GRADING								
ROCK TYPE	NOMINAL M ₅₀	NOMINAL D ₁₅₀	GRADING CLASS DESIGNATION	LAYER THICKNESS	ELL	NLL	NUL	EUL
ARMOUR ROCK	280kg [617 lbs]	0.46m [18"]	100kg [220 lbs] - 450kg [992 lbs]	0.92m [36"]	70kg [154 lbs]	100kg [220 lbs]	450kg [992 lbs]	730kg [1609 lbs]

1. ROCK PROPERTIES AND GRADING TO BE UNDERTAKEN AND SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO WORK COMMENCING.
2. ROCK PROPERTIES AND GRADING TO BE REPEATED IF MATERIAL SOURCE CHANGES.
3. ROCK GRADING AND SHAPE TO BE TESTED AT SOURCE AND THEREAFTER AT 600m³ [785 yd³] INTERVALS.

100-450kg Rock Grading Limits (M50 = 280kg, Dn50 = 0.46m)

Mass of Rock, M_y (kg)	Upper Limit (% of Mass Passing)	Lower Limit (% of Mass Passing)
120	-	~2
150	-	~10
190	~1	~15
250	~10	~20
280	~18	~40
350	~40	~70
390	~50	~80
500	~68	~95
550	~75	-
780	~98	-

CONCRETE MIX DESIGN						
CLASS OF CONCRETE	MINIMUM 28 DAY CHARACTERISTIC COMPRESSIVE STRENGTH	MINIMUM CEMENTITIOUS CONTENT	MAXIMUM WATER W/C RATIO	SLUMP	MINIMUM AIR CONTENT	MAXIMUM COARSE AGGREGATE AASHTO M43
C25 / M25	25MPa [3625 PSI]	300kg/m ³ [500lb/yd ³]	0.5	25mm TO 100mm [1" TO 4"]	1%	NO. 6

1. STRUCTURES SHALL BE PLACED ON THE COMPACTED HARDFILL.
2. DETAILS OF THE CONCRETE BLOCKS ARE SHOWN ON THE DRAWINGS. ALL EDGES ON CONCRETE BLOCKS TO HAVE 15mm [1/2"] CHAMFERS.
3. ALL FORMED SURFACES TO BE SF-1.0 IN ACCORDANCE WITH ACI301.
4. CONCRETE CURING TO BE 7 DAYS.
5. THE CONTRACTOR SHALL PROVIDE A METHOD STATEMENT PRIOR TO COMMENCING ANY CONCRETE HANDLING AND PLACEMENT. THE METHOD STATEMENT SHALL INCLUDE APPROPRIATE DETAILS OF THE EXTENT OF WORK PROPOSED, THE EXTENT AND TYPE OF PREPARATION, TYPE OF MATERIALS AND METHOD OF APPLICATION, PROTECTION AND CURING METHODS, STANDARD OF FINISH THAT WILL BE ACHIEVED AND OTHER RELEVANT DETAILS. THE CONTRACTOR SHALL ALLOW THE ENGINEER 14 WORKING DAYS TIME TO REVIEW, COMMENT, ACCEPT OR REJECT THE PROPOSED METHOD BEFORE COMMENCING WORK.

Original Scale (A1) NTS	Design	WP/AD	18.07.25	Approved For Construction*
	Drawn	WP	18.07.25	
Reduced Scale (A3) NTS	Dsg Verifier	KS	05.08.25	
	Drg Check	AD	31.07.25	
Date				
* Refer to Revision 1 for Original Signature				



Discipline		CIVIL ENGINEERING
Drawing No.	6500587-CA-005	Rev. 0

Kosrae Coastal Protection Request for Bids¹

Two-envelope with rated criteria

¹ Based on the World Bank Standard Procurement Document (July 2023)

Request for Bids Works

Employer: Government of the Federated States of Micronesia represented by the Department of Environment, Climate Change and Emergency Management (DECCEM)

Project: Federated States of Micronesia Adaptation Fund Project Coastal Protection at Malem – Kosrae State

Contract title: Transitional Coastal Protection at Mosral and Paal, Kosrae State

Country: Federated States of Micronesia (FSM)

Issued on: October 01, 2025

1. The Government of the Federated States of Micronesia has received a grant from the Adaptation Fund (AF) to implement the “Enhancing the Climate Change Resilience of Vulnerable Island Communities in the FSM” project.
2. The FSM DECCEM now invites sealed Bids from qualified Applicants for the transitional Coastal Protection work at Mosral and Paal, Kosrae State
3. Interested Bidders may obtain further information from the following below:
 - Richard Moufa, FSM DECCEM AF Project Manager- richard.moufa@gov.fm
 - Bruce Howell, Kosrae State Project Management Office- pmo@kosrae.gov.fm
4. Bids must be delivered to the address below, on or before 10am FSM Time- December 16, 2025. Electronic bidding will be permitted with electronic bids password protected with the passwords being sent by email just prior to the bid opening time. Late Bids will be rejected.
5. The address referred to above is:
6. The FSM Department of Environment, Climate Change and Emergency Management

Attn: Richard Moufa

P.O. Box PS69

Pohnpei State

FSM 96941

Tel: (691) 320-8812

E-mail: Richard.moufa@gov.fm

Web site: <https://fsm-data.sprep.org/>

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:
 - the term **“in writing”** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
 - if the context so requires, **“singular”** means **“plural”** and vice versa;
 - “Day”** means calendar day, unless otherwise specified as a **“Business Day.”** A **“Business Day”** is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays;
 - “Contractor's Personnel”** is as defined in Sub-Clause 1.1.17 of the General Conditions; and
 - “Employer's Personnel”** is as defined in Sub-Clause 1.1.33 of the General Conditions.
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 Adaptation Fund in an amount specified **in the BDS**, toward the project named **in the BDS**.

B. Contents of Bidding Document

3. **Sections of Bidding Document**
 - 3.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms

PART 2 Works Requirements

- Section V - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VI - General Conditions (GC)
- Section VII - Particular Conditions (PC)
- Section VIII - Contract Forms

3.2 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.

3.3 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.

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

4.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

4.2 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.

- 4.3 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.

5. Amendment of Bidding Document

- 5.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 5.2 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. The Employer shall also promptly publish the addendum on the Employer's web page.
- 5.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

6. Cost of Bidding

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

7. Language of Bid

- 7.1 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.

8. Documents Comprising the Bid

- 8.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-

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

8.2 The Technical Part shall contain the following:

- (a) Letter of Bid
- (b) Bid Security or Bid-Securing Declaration
- (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder
- (d) Qualifications;
- (e) Conformity: a technical proposal in accordance with ITB 16;
- (f) any other document required **in the BDS**.

8.3 The Financial Part shall contain the following:

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

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

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9. Letters of Bid and Schedules

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

10. Alternative Bids

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

11. Bid Prices and Discounts

11.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid- Financial Part and in the Bill

of Quantities shall conform to the requirements specified below.

- 11.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 11.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 11.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.
- 11.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 11.6 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

12. Currencies of Bid and Payment

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

13. Documents Comprising the Technical Proposal

- 13.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to

demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.

14. Period of Validity of Bids

14.1 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.

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

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

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

15. Format and Signing of Bid

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

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

15.3 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.

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

D. Submission of Bids

16. Sealing and Marking of Bids

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

17. Deadline for Submission of Bids

- 17.1 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**.
- 17.2 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.

18. Late Bids

- 18.1 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.

19. Withdrawal, Substitution, and Modification of Bids

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

substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

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

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

E. Evaluation of Bids- General Provisions

20. Confidentiality

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

20.2 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.

20.3 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.

21. Clarification of Bids

21.1 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..

21.2 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.

22. Deviations, Reservations, and Omissions

22.1 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.

23. Nonmaterial Nonconformities

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

23.2 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.

F.Evaluation of Technical Part of Bids

24. Determination of Responsiveness of Technical Part

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

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

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

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

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

25. Detailed Evaluation of Technical Part

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

25.2 The scores to be given to technical factors and sub factors are specified **in the BDS**.

G. Evaluation of Financial Part of Bids

26. Adjustments for Non-material Nonconformities

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

27. Correction of Arithmetic Errors

27.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total

price as quoted shall govern and the unit price shall be corrected;

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

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

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

28. Conversion to Single Currency

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

29. Evaluation Process, Financial Parts

29.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork¹ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 27.1;
- (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 26;
- (d) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

29.2 If price adjustment is allowed, 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.

¹ Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

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

- | | |
|--|--|
| 30. Evaluation of combined Technical and Financial Parts | 30.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS . The Employer will rank the Bids based on the evaluated Bid score (B). |
| 31. Most Advantageous Bid | 31.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score. |
| 32. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 32.1 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. |
| 33. Notification of Intention to Award | <p>33.1 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:</p> <ul style="list-style-type: none">(a) the name and address of the Bidder submitting the successful Bid;(b) the Contract price of the successful Bid;(c) the total combined score of the successful Bid;(d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;(f) the expiry date of the Standstill Period; and(g) instructions on how to request a debriefing and/or submit a complaint during the standstill period. |

I. Award of Contract

34. Award Criteria

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

35. Notification of Award

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

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

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

35.3 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..

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

36. Debriefing by the Employer

36.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3)

Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

36.2 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.

36.3 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.

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

37. Signing of Contract

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

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

Section II - Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	The Employer is: Government of the Federated States of Micronesia represented by the Department of Environment, Climate Change and Emergency Management (DECEM) The name of the RFB is: Transitional Coastal Protection at Mosral and Paal, Kosrae State
ITB 4.1	Maximum number of members in the JV shall be: Not limited
ITB 4.11	This Bidding Process is not subject to prequalification.
B. Contents of Bidding Document	
ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: Attention: Richard Moufa Address: Department of Environment, Climate Change and Emergency Management. PO Box PS69, Pohnpei State, FSM 96941 Country: FSM Telephone: 691-320-8812 Electronic mail address: richard.moufa@gov.fm Web page: https://fsm-data.sprep.org/ And Attention: Bruce Howell Address; Kosrae State Project Management Office Email: pmo@kosrae.gov.fm

ITB 7.4	A Pre-Bid meeting shall take place at the following date, time and place: Date: December 2, 2025 Time: 10:00am Place: Malem, Kosrae State A site visit conducted by the Employer shall be organized after the pre bid meeting
ITB 7.6	Web page: https://fsm-data.sprep.org/
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language.
ITB 13.1	Alternative Bids shall not be considered.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITB 14.5	The prices quoted by the Bidder shall be: fixed
ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A_ as described below: Alternative A (Bidders to quote entirely in local currency): (a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in United States Dollars, and further referred to as “the local currency.” A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s Country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies. (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.

ITB 17.5	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.										
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount. (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.										
ITB 18.1	The Bid shall be valid for 90 calendar days										
D. Submission of Bids											
ITB 21.1	In addition to the original of the Bid, the number of copies is: three										
ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is Attention: Secretary of FSM DECEM or his designee P. O Box PS69, Pohnpei State, FSM 96941 Country: FSM The deadline for Bid submission is: Date: December 16, 2025 Time: 10:00 a.m. Pohnpei, FSM Time Bidders shall have the option of submitting their Bids electronically. The electronic Bidding submission shall be by email to richard.moufa@gov.fm with the submission password protected, and the password submitted via separate email ahead of the submission deadline:										
G. Evaluation of Technical Part of Bids											
ITB 32.2	The technical factors (sub-factors) and the corresponding weight in % are: <table> <tr> <th>Technical Factor</th><th>weight in percentage (insert weight in %)</th></tr> <tr> <td>1. Extent the technical proposal exceeds the requirements of the Specification</td><td>5</td></tr> <tr> <td>2. Method Statement for construction activities (and design, if any)</td><td>15</td></tr> <tr> <td>3. Site Organization, team composition, qualifications and experience of Contractor's Personnel</td><td></td></tr> <tr> <td> a. Organisation</td><td>5</td></tr> </table>	Technical Factor	weight in percentage (insert weight in %)	1. Extent the technical proposal exceeds the requirements of the Specification	5	2. Method Statement for construction activities (and design, if any)	15	3. Site Organization, team composition, qualifications and experience of Contractor's Personnel		a. Organisation	5
Technical Factor	weight in percentage (insert weight in %)										
1. Extent the technical proposal exceeds the requirements of the Specification	5										
2. Method Statement for construction activities (and design, if any)	15										
3. Site Organization, team composition, qualifications and experience of Contractor's Personnel											
a. Organisation	5										

	b. qualifications of personnel	5
	c. experience of personnel specific to this project	10
	4. Work Program	10
	5. Management strategies and implementation plans (MSIPs) for ES	5
	6. Key equipment	5
	7. Logistics plan for procurement and delivery of materials and contractor's equipment	10
	TOTAL	70
I. Evaluation of Financial Part of Bids		
ITB 36.1	All bids shall be priced in United States Dollars	
ITB 36.2	A margin of domestic preference shall not apply.	
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid		
ITB 40.1	The weight to be given for cost is: 30%	

Section III - Evaluation and Qualification Criteria

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

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

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

Evaluation of Bids

1. Qualification

1.1 Financial Resources

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

1.2 Contractor's Representative and Key Personnel

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

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

1.3 Equipment

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

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1	10 – 20 tonne excavators	2
2	10 – 15 cu.m. dump truck	1
3	Other equipment – contractor to list	

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

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 30.1:

1. Extent the technical proposal exceeds the requirements of the Specifications

2. Method Statement for construction activities (and design, if any).
Demonstration that the Bidder understands the scope of the work and demonstrates an understanding of issues related to working on a revetment.
3. Site Organization, team composition, qualifications and experience of Contractor's Personnel
 - i. Organization – clarity of roles and responsibilities and suitability for the project.
 - ii. qualifications of personnel – for the managerial and engineering roles
 - iii. experience of personnel specific to this project – both in the types of work to be undertaken and on remote islands sites.
4. Work Program – Allowance for weather delays as appropriate. Completion within the required duration.
5. Management strategies and implementation plans (MSIPs) for ES
6. Key equipment
7. Logistics plan for procurement and delivery of materials and contractor's equipment

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

Technical Proposal Scoring Methodology

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0%	Required feature is absent; no relevant information to demonstrate how the requirement is met	May result in the bid being rejected as non-conforming
15%	Required feature present with deficiencies such as insufficient or information that lacks clarity	May lead to post-bid request for clarification
50%	Sufficient information to demonstrate how the requirement will be met	Score within this range may be applied to differentiate between bids.
70%	Sufficient information to demonstrate that the requirement will be marginally exceeded	
100%	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	

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

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

where:

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

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

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

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

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

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

where:

S_j = the Factor Technical Score of factor “j”

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

n = the number of Factors

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

3. Financial Evaluation

3.1 Criteria for Financial Evaluation

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

Time Schedule

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

4. Combined Evaluation

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

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

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

where

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

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

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Letter of Bid- Technical Part

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* _____;
- (c) **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;
- (d) **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];
- (e) **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;
- (f) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(g) **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;

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

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

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

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

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

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

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

Appendix to Technical Part of Bid

Technical Proposal

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

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

Construction Schedule

[insert Construction Schedule]

Form EQU: Contractor's Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Subcontractors

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

Option 1- Without Prequalification

(a) Specialized Subcontractors

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

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

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

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

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

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

Contractor' Representative and Key Personnel

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

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

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

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

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 ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1.2: Bidder's JV Information Form

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

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's JV name: _____

JV member's name: _____

JV member's country of registration: _____

JV member's year of constitution: _____

JV member's legal address in country of constitution: _____

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
- ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.

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

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

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> ☐ Contract(s) not performed since 1 st January <i>[insert year]</i>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and 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 of the Prequalification document			
☐ No pending litigation ☐ Pending litigation			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

(This form should be used only if the information submitted at the time of prequalification requires updating)

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

Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

2. Sources of Finance

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements at the time of prequalification.

The financial statements shall:

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

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

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

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Form of Bid Security - Demand Guarantee

Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

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

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

Or

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

and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Appendix to Financial Part

Bill of Quantities

Daywork Schedule

General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with *[country of Borrower]* law. The basic rates will be payable in local currency only.
 - (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

- (i) foreign: ____ percent (to be stated by bidder).²
- (ii) local: _____ percent (to be stated by bidder).

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
 - (b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
 - (i) foreign: ____ percent (to be stated by the bidder);³
 - (ii) local: _____ percent (to be stated by the bidder);
 - (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [**Note to the Employer:** *This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.*] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. [**Note to the Employer:** *An alternative, sometimes adopted for administrative*

² The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

³ The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:
 - (a) foreign: _____ percent (to be stated by the bidder).⁴
 - (b) local: _____ percent (to be stated by the bidder).

⁴ The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Schedule of Daywork Rates: 1. Labour

[illegible]

a. To be entered by the Bidder.

Schedule of Daywork Rates: 2. Materials

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
Subtotal					
Allow percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.					
Total for Daywork: Materials _____ (carried forward to Daywork Summary, p. __)					

a. To be entered by the Bidder.

Schedule of Daywork Rates: 3. Contractor's Equipment

[illegible]

a. To be entered by the Bidder.

Daywork Summary

	<i>Amount^a</i> ()	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. .)	_____	_____

a. The Employer should insert local currency unit.

**Summary of Specified Provisional Sums
in the Bill of Quantities**

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
		[To be entered by the Employer] provisional sums for the Employer's portion of DAAB costs	
		[To be entered by the Employer; Delete if not applicable:] provisional sums for additional ES outcomes.	
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _)			

Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
— etc. —		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum) *</i>	<i>(B)</i>	
<i>Specified Provisional Sums not included in subtotal of billsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>[sum]</i>
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded

PART 2 –Works' Requirements

Section V - Works’ Requirements

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Scope of Works

The Kosrae Coastal Protection works comprise the following:

- Paal North Revetment- Supply and place 524ft of rock armor revetment over the existing erosion protection structure
- Mosral South Revetment – Supply and place 361ft of rock armor revetment in a new erosion protection structure.

Contractor's Representative and Key Personnel

Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative	Engineering or other construction related degree	15
2	Environmental	Environmental degree	8
3	Health and Safety	Construction safety management training	10
4	Site Engineer	Civil engineering degree	8
7	Quantity surveyor / cost engineer	Quantity surveying qualification or minimum three years experience in the role	5

Drawings

Refer to attachment

Supplementary Information

- Enhancing the Climate Change Resilience of Vulnerable Island Communities in the Federated States of Micronesia: Revetment Project at Mosral and Paal, Kosrae State, Environmental and Social Impact Assessment 2025

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions (GC)

Red Book:

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

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

International Federation of Consulting Engineers (FIDIC)

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www.fidic.org

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Section VII - Particular Conditions

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

Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.19	15%
Employer's name and address	1.1.31	Department of Environment, Climate Change and Emergency Management. PO Box PS69, Pohnpei State, FSM 96941
Engineer's name and address	1.1.35	Bruce Howell P O Box 158, Kosrae FM 96944
Borrower's name	1.1.90	The National Government of the Federated States of Micronesia
Time for Completion	1.1.85	300 days
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	N/A
Electronic transmission system	1.3 (a) (ii)	Email
Address of Employer for communications:	1.3(d)	Richard Moufa - richard.moufa@gov.fm
Address of Engineer for communications:	1.3(d)	Bruce Howell - pmo@kosrae.gov.fm
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	The Federated States of Micronesia
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance

Conditions	Sub-Clause	Data
Number of additional paper copies of Contractor's Documents	1.8	Three
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	<i>Total Contract Value</i>
Time for access to the Site	2.1	No later than the Commencement Date
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount shall require written consent of the Employer.
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	28 Days
Number of additional paper copies of progress reports	4.20	Four
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	30%
Parts of the Works for which subcontracting is not permitted	5.1(b)	None
Normal working hours	6.5	8:00 am to 5:00 Monday to Saturday. There shall be no work on Sundays.
Number of additional paper copies of program	8.3	<u>Four</u>
Delay damages payable for each day of delay	8.8	<u>0.1</u> % of the Accepted Contract Amount, less provisional sum, for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	Refer to Preamble of the Bill of Quantities
Percentage profit	12.3	As stated under 1.1.19 above
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	10%
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable

Conditions	Sub-Clause	Data
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 5% (b) percentage deductions for the repayment of the Advance Payment 20% <i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]</i>
Period of payment	14.3	Monthly
Number of additional paper copies of Statements	14.3(b)	Three
Percentage of retention	14.3(iii)	5% <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5% <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Plant and Materials	14.5(b)(i)	N/A
	14.5(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	3% of the Accepted Contract Amount.
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days

Conditions	Sub-Clause	Data
Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	5%
Number of additional paper copies of draft Final Statement	14.11.1(b)	Four
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<i>Extreme high tides, storm surges and any erosion related to these events.</i>
Permitted deductible limits	19.1	insurance required for the Works: \$10,000_ insurance required for Goods: Not Applicable_ insurance required for liability for breach of professional duty: \$10,000 insurance required against liability for fitness for purpose (if any is required): Not Applicable insurance required for injury to persons and damage to property: \$2,000_ insurance required for injury to employees: \$2,000 other insurances required by Laws and by local practice: _____ _____ _____
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	_15%
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Fossils
Extent of insurance required for Goods	19.2.2	
Amount of insurance required for Goods		

Conditions	Sub-Clause	Data
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	\$200,000
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	Six years
Amount of insurance required for injury to persons and damage to property	19.2.4	\$500,000
Other insurances required by Laws and by local practice (give details)	19.2.6	None
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	<i>FIDIC List of Approved Dispute Adjudicators</i>

Part B - Special Provisions

Sub-Clause 1.1.49

Laws

The Sub-Clause is replaced with:

“**Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”

Sub-Clause 1.1.74

Site

The Sub-Clause is replaced with:

“**Site**” means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”

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

Sub-Clause 1.1.90

Borrower

“**Borrower**” means the person (if any) named as the borrower in the Contract Data.

Sub-Clause 1.2

Interpretation

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

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

“he/she” is replaced with: “it;”

“him/her” is replaced with “it;”

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

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

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

sub-paragraph (k) is added:

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

Sub-Clause 1.5

Priority of Documents

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

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

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

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

and the list renumbered accordingly.

Sub-Clause 1.6

The last paragraph is replaced with:

Contract Agreement

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

Sub-Clause 1.12

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

Confidentiality

“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

Sub-Clause 2.6

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

**Employer-Supplied
Materials and**

Employer’s Equipment

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

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

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

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

[If Employer's Equipment are listed in the Specification for the Contractor's use in the execution of Works, the following provisions may be added]:

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

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

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

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

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

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

Sub-Clause 3.1

The Engineer

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

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or

- (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

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

Sub-Clause 3.3**Engineer's Representative**

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

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

Sub-Clause 3.4**Delegation by the Engineer**

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

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

Sub-Clause 3.6**Replacement of the Engineer**

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

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

Sub-Clause 4.3**Contractor's Representative**

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

Sub-Clause 4.6**Co-operation**

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow

appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."

Sub-Clause 4.8
Health and Safety
Obligations

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

"

- (h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (j) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other

places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].

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

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

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
 - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the

transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;

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

- (b) any other requirements stated in the Specification.

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

Sub-Clause 4.15

Access Route

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

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

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

Sub-Clause 4.18

Protection of the Environment

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

“The Contractor shall take all necessary measures to:

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

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

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

Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”

Sub-Clause 4.21
Security of the Site

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

“Sub-Clause 4.21 Security of the Site

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

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

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

Sub-Clause 4.23
Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

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

Sub-Clause 4.24
Suppliers (other than Subcontractors)

4.24.1 Forced Labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not

remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.2 Child labour

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

4.24.3 Serious Safety Issues

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

4.24.4 Obtaining natural resource materials in relation to supplier

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

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

Sub-Clause 4.25 Code of Conduct

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

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

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

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

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

Sub-Clause 5.2.2

Objection to Nomination

In sub-paragraph (c):

“and” is deleted from the end of (i);

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

The following is then added as (iii):

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

Sub-Clause 6.1

Engagement of Staff and Labour

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

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

material changes to their terms or conditions of employment occur.

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

Sub-Clause 6.2

**Rates of Wages and
Conditions of Labour**

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

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

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

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

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

**Sub-Clause 6.5 Working
Hours**

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

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

Sub-Clause 6.6

**Facilities for Staff and
Labour**

The following is added as the last paragraph:

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

Sub-Clause 6.7	In the second paragraph, “The Contractor” is replaced with:
Health and Safety of Personnel	“Except as otherwise stated in the Specification, the Contractor...”
Sub-Clause 6.9	The Sub-Clause is replaced with:
Contractor’s Personnel	“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES). If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [<i>Contractor’s Representative</i>] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [<i>Key Personnel</i>] shall apply. Subject to the requirements in Sub-Clause 4.3 [<i>Contractor’s Representative</i>] and 6.12 [<i>Key Personnel</i>], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.”

Sub-Clause 6.12 The following is inserted at the end of the last paragraph:

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

The following Sub-Clauses 6.13 to 6.28 are added after sub-clause 6.12

Sub-Clause 6.13 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.14 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.

Supply of Foodstuffs

Sub-Clause 6.15 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.

Supply of Water

Sub-Clause 6.16 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.

Measures against Insect and Pest Nuisance

Sub-Clause 6.17 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.

Alcoholic Liquor or Drugs

Sub-Clause 6.18 Arms and Ammunition	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
Sub-Clause 6.19 Festivals and Religious Customs	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
Sub-Clause 6.20 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
Sub-Clause 6.21 Forced Labour	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
Sub-Clause 6.22 Child Labour	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

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

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

Sub-Clause 6.23

Employment Records of Workers

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

Sub-Clause 6.24

Workers' Organisations

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

Sub-Clause 6.25**Non-Discrimination and Equal Opportunity**

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

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

Sub-Clause 6.26**Contractor's Personnel Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily

accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.28

Training of Contractor's Personnel

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

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

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

Sub-Clause 7.7

Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1

Commencement of Work

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

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

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

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

Sub-Clause 11.7 Right of Access after Taking Over	In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with: “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”
Sub-Clause 13.3.1 Variation by Instruction	Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”
Sub-Clause 13.4 Provisional Sums	The following is inserted as the penultimate paragraph: “The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”
Sub-Clause 13.6 Adjustments for Changes in Laws	The following paragraph is added at the end of the Sub-Clause: “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
Sub-Clause 14.3 Application for Interim Payment	The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i>: “any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement).”
Sub-Clause 14.7 Payment	At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):

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

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

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

Sub-Clause 14.9

Release of Retention Money

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

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

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

Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

Sub-Clause 14.15
Currencies of Payment

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

Sub-Clause 15.1
Notice to Correct

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

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

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

Sub-Clause 15.2.1
Notice

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

Sub-Clause 16.2.1
Notice

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

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

sub-paragraph (f) is replaced with:

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

Sub-Clause 16.3
Contractor’s Obligations After Termination

[If the Employer has made available any Employer- Supplied Materials and/or Employer’s Equipment in accordance with Sub-Clause 2.6, include the following:]

“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

“

- (c) deliver to the Engineer all Employer- Supplied Materials and/or Employer’s Equipment made

available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]*; and

- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

Sub-Clause 17.7

The following Sub-Clause is added as 17.7:

**Use of Employer's
Accommodation/Facilities**

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

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

Sub-Clause 18.1

Sub-paragraph (c) is substituted with:

Exceptional Events

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

Sub-Clause 18.4

The following is added at the end of sub-paragraph (b) after deleting the "":

**Consequences of an
Exceptional Event**

", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor]."

Sub-Clause 18.5

In sub-paragraph (c), "and necessarily" is inserted after "was reasonably."

Optional Termination

Sub-Clause 19.1

The following paragraphs are added after the first:

General Requirements

"Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

This agreement of terms shall take precedence over the provisions of this Clause."

Sub-Clause 19.2 insurance to be provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”
Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment.”
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”

Section VIII - 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, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

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

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

4. How to request a debriefing

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

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the addenda Nos _____ (if any);
 - (d) the Particular Conditions;
 - (e) the General Conditions;
 - (f) the Specifications;
 - (g) the Drawings; and

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security- Option 2: Performance Bond

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ____ day of ____, 20__, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its 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 _____

Preamble to Bill of Quantities – Kosrae Coastal Protection

1. General Principles

- 1.1. This Bill of Quantities is to be read in conjunction with the Contract, Drawings, and Specification. The items contained in the Bill is a sub-division of the Works into elements and do not represent an exhaustive list of all works to be completed. Whereas reasonable care has been taken to classify each element and section of work, the onus remains to be conversant with the Bill and ensure that the rates and prices provided cover the Works included within those items in accordance with the Specifications and Drawings.
- 1.2. General directions and descriptions of work and materials given in the Specification have not necessarily been repeated in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
- 1.3. The rates and prices shall be quoted entirely in US dollars.
- 1.4. The Contract price shall be determined as the sum of the Total Cost of the Bill of Quantities, the Overhead and Profit, any Provisional Sums including any taxes.
- 1.5. The following abbreviations for units have been used in this Bill of Quantities:
 - m = meter
 - m² = meter squared
 - m³ = meter cubed
 - yard = yard
 - yard² = yard squared
 - yard³ = yard cubed
 - No. = number
 - t = metric tonne
 - LS = lump sum item
 - PS = provisional sum item
 - min = minimum
 - max = maximum
 - % = percentage
 - hrs = hours
 - Mths = months
 - ft = feet
 - in = inches
 - ft² = feet squared
 - in² = inches squared
 - Note = information only, not to be included in pricing
- 1.6. Both metric and imperial units are used for measurement throughout the Contract. Drawings prepared by the Contractor, shall be dimensioned in the metric and imperial systems.
- 1.7. The method of measurement of completed work for payment shall be made of the **net** actual quantity of each item of the Permanent Works, unless otherwise stated in this Bill of Quantities, and the method of measurement shall be in accordance with this Preamble, as specifically described in the item description in the Bill of Quantities and in accordance with the specified

works requirements as provided in the Contract.

- 1.8. Dimensions stated in descriptions are generally those shown on the Drawings but in some cases, they are scaled from the Drawings or have been measured on Site and may not be exact. These are approximate only and must be checked on Site or sizes confirmed with the Engineer if they are not clearly stated on the Drawings or in the Specification prior to fabrication or construction.
- 1.9. Rock Revetment shall be measured net based on Drawings and priced as per the description and unit of measurement provided in the Bill of Quantities and in accordance with the Drawings and Specifications.
- 1.10. Geotextile shall be measured net as fixed in final position in accordance with the Drawings. The rate shall be deemed to include laps, allowances for waste and tolerances
- 1.11. Bedding rock quantity shall be measured net based on Drawings and priced as per the description and unit of measurement provided in the Bill of Quantities and in accordance with the Drawings and Specifications
- 1.12. Rates for concrete blocks shall include supply and installation of all formworks, pouring concrete, forming concrete surface finish, curing and lifting and transportation requirements.
- 1.13. Earthworks -The Contractor shall be deemed to have visited the Site to ascertain the nature of the ground to be excavated, and to have adequately allowed for Site conditions in its pricing.
- 1.14. All excavation and filling quantities are based on solid (compacted) measure and rates shall be deemed to allow for bulking or compaction as required. Undercuts shall only be measured and paid if directed by the Engineer
- 1.15. Items not scheduled as lump sum are measured net in accordance with the Drawings and no allowance has been made for laps, cutting, waste, bulking or consolidation of materials unless otherwise stated.
- 1.16. The forming of fair edges, ends, angles, miters, and junctions between straight and raking or curved work shall, unless measured separately or stated otherwise, are deemed to be included within the work in which they occur.
- 1.17. For lump sum items in measure and value contracts, payment shall be for the sum (price) stated, without remeasure, subject to such adjustments as are provided for in the Contract.
- 1.18. The Engineer must be notified of any discrepancies between this Bill of Quantities, the Drawings and the Specification prior to any work being undertaken on the items in question.
- 1.19. This Bill of Quantities is an instrument for tendering and valuation purposes only and should not be used as an ordering list for materials, or to define any method of construction.
- 1.20. Unless otherwise stated in the Bill of Quantities, items shall be measured and valued when completed in accordance with the Drawings and Specification and to the satisfaction of the Engineer. The Engineer may, at his/her sole discretion, assess the value of completed components by reference to the value of the whole component as entered in the Bill of Quantities for interim payment purposes provided that the progress of the Works is generally in accordance

with the approved program.

- 1.21. The quantities given in the Bill of Quantities are estimated and are not to be taken as the actual and correct quantities in accordance with the Conditions of Contract. These quantities are given only to provide a common basis for bidding. Unless noted as Lump Sum items, the basis of payment will be the actual quantities of work carried out, as measured in accordance with the Contract and valued at the rates and prices in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
- 1.22. The rates and prices entered in this Bill of Quantities are deemed to have allowed for ALL costs involved in supplying, placing and/or fixing each item in its final position or form. Unpriced items are deemed to be included elsewhere.
- 1.23. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work, unless in the opinion of the Engineer, the work is substantially different and distinct. In such cases, existing rates may be used to derive, or partly derive new rates in accordance with the Conditions of Contract.
- 1.24. The Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum (LS) in the Bill of Quantities. The Engineer may take account of the breakdown when preparing progress payments but shall not be bound by it.
- 1.25. Rates or prices shall include all Temporary Works and Contractor's Equipment including, unless otherwise stated, removal from Site on completion and making good as necessary.
- 1.26. Rates or prices shall include for all establishment, access, site measurement, setting out, shop drawings, shop fabrication, fabrication in sections and jointing, transport to Site, storage on Site, erection in final position, fixing in position including all fixings and supports, seismic restraints, specified surface finish or coating to all components including touching up on completion, protection of the works, final cleaning on completion, attendance, and for each and every appliance or expense requisite for the execution of the works and for maintaining the Works as required.
- 1.27. Rates shall include for all access as required including all costs associated with tidal movements which may affect access.
- 1.28. Rates shall include for all fuel, oil, and other consumables necessary for operation of the Contractor's equipment and for all repairs as may be required to keep equipment in good working order. Daywork equipment rates shall also include for fuel, operators, and all other operational costs.
- 1.29. Rates shall include for any customs costs or fees levied in relation to import or export requirements for Contractor's Equipment except for the exemptions specified in the Conditions of Contract.
- 1.30. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include for all equipment, labor, supervision (foreman and below), materials, erection, maintenance, insurance, profit, taxes (import taxes exempted in accordance with the Contract), and duties (other than exemptions in accordance with the Contract), together

with all general risks, liabilities, and obligations set out or implied in the Contract.

- 1.31. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate, or price shall be deemed to be covered by other associated rates and prices entered in the Bill of Quantities.
- 1.32. The rates and prices in the Bill of Quantities shall allow for all work described in the Contract and the costs of meeting all conditions, obligations, and liabilities of the Contract.

Fixed Rate Items

- 1.33. Fixed rate items in the Bill of Quantities are so marked, indicating that substantial changes in the quantities may be required as a result of conditions which cannot be reasonably ascertained in advance, or such items may be deleted from the Works.
- 1.34. Fixed rate items may or may not be required based on existing Site conditions. Quantities may vary and the rate shall remain fixed – refer Conditions of Contract. The inclusion in the Bill of Quantities of a fixed rate item does not confer to the Contractor the right to perform the work to which the item relates.

Provisional Sum

- 1.35. Where a Provisional Sum item is not required to be expended against, then a reduction in overhead charges and profit shall not be applied.

Overhead Charges and Profit

- 1.36. The rates or prices shall be deemed to **include** all overhead charges and profit for the Works.

Dayworks

Daywork Labor

- 1.37. Work shall not be executed on a Daywork basis except by written order of the Engineer. Daywork items will be assigned in the Bill of Quantities, which rates shall apply to any quantity of Daywork ordered by the Engineer. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the Conditions of Contract.
- 1.38. Valuation on a Daywork basis will only be allowed where no other method of measurement of variation is practical and only then, where Daywork sheets recording labor, materials and equipment utilized, bearing the Engineer's signature, are produced by the Contractor in support of a claim.
- 1.39. In calculating payments due to the Contractor for the execution of Daywork, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of Daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing the work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers

(charge hands) actually doing the work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

- 1.40. The Contractor shall be entitled to payment in respect of the total time that labor is employed on Daywork, calculated at the basic rates entered by the Contractor in the schedule of Daywork rates. The rates for labor shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labor for social benefits in accordance with Federated State of Micronesia law or the law relevant to the labor's employment; superintendence, liabilities and insurance and allowance to labor; timekeeping and clerical and office work; the use of consumable stores, water, lighting, and power; the use of workshops, and stores, portable tools; manual equipment and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Contractor's overhead charges and profit should be included in Daywork rates.

Daywork Equipment

- 1.41. The Contractor shall be entitled to payments in respect of Contractor's equipment already on Site and employed on Daywork at the basic rental rates entered by the Contractor in the schedule of Daywork rates for Contractor's equipment. The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead charges, profit and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants is included as described under the section for Daywork labor.
- 1.42. In calculating the payment due for the Contractor's equipment employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the construction equipment was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.

Daywork Material

- 1.43. Payment will be at the tendered percentage against the total cost of Daywork Material.

Sub – Contractors

- 1.44. Payment will be at the tendered percentage against the total cost of Sub – Contractors.

2. Preliminaries and General

- 2.1. The rates and prices under Preliminaries and General shall be deemed to include all contractual and specified requirements in the Contract, whether specifically mentioned herein or not, and all other method-related charges and requirements by the Contractor for the completion of the Works.
- 2.2. Allow for Any Items Not included in the above That the Contractor Deems Necessary to Complete the Works. Please List below and Nominate Unit and Quantity:

Reference should be made to the General and Special Conditions of the Contract and the Specifications. The Contractor should make provision for any item not specifically mentioned in this schedule section but considered necessary. Otherwise, it is deemed that the Contractor has allowed for all On-site Overheads within this Schedule of Prices Section.

Payment will be made on a Lump Sum (LS) basis for any items listed.

Job Name: Kosrae Coastal Protection
 Subject: Bill of Quantities

Cost Estimate Summary

Item	Description	Cost (USD)
1.00	PRELIMINARY AND GENERAL	
2.00	PAAL REVETMENT WORKS	
3.00	MOSRAL REVETMENT WORKS	
4.00	DAYWORKS	
5.00	GROSS REVENUE TAX (GRT)	
	Total	

Cost Estimate Detail

Item	Description	Unit	Quantity	Rates (USD)	Cost (USD)
1.0	PRELIMINARY AND GENERAL				\$ -
1.01	Allow for all costs associated with the construction management of the works in accordance with the Contract	%			\$ -
	Sub-total Bill 1.0				
2.0	PAAL REVETMENT WORKS				\$ -
	Trench				
2.01	Removal and reprofiling of beach material for toe	yard ³	40		\$ -
	Rock Armour				
	Supply				
2.02	Armour material (M50 = 280kg, Dn50 = 0.46m [1'-6"])	yard ³	654		\$ -
	Place and Grade				
2.03	Place and grade armour material (M50 = 280kg, Dn50 = 0.46m [1'-6"])	yard ³	654		\$ -
	Grass Berm				
2.04	Remove grass berm for concrete block placement	yard ²	144		\$ -
2.05	Supply and placement of hardfill material	yard ³	26		\$ -
	Concrete Block				
2.06	Cast Concrete Blocks	each	170		\$ -
2.07	Place Concrete Blocks	each	170		\$ -
	Sub-total Bill 2.0				
3.0	MOSRAL REVETMENT WORKS				\$ -
	Trench				
3.01	Removal and reprofiling of beach material for toe	yard ³	92		\$ -
	Rock Armour				
	Supply				
3.02	Armour material (M50 = 280kg, Dn50 = 0.46m [1'-6"])	yard ³	1,177		\$ -
	Place and Grade				
3.03	Place and grade armour material (M50 = 280kg, Dn50 = 0.46m [1'-6"])	yard ³	1,177		\$ -
	Geotextile				
3.04	Supply and placement of geotextile terratex 750k or equivalent	yard ²	1,316		\$ -
	Grass Berm				
3.05	Remove grass berm for concrete block placement	yard ²	108		\$ -
3.06	Supply and placement of hardfill material	yard ³	26		\$ -
	Concrete Block				
3.07	Cast Concrete Blocks	each	129		\$ -
3.08	Place Concrete Blocks	each	129		\$ -
	Sub-total Bill 3.0				
4.0	Dayworks (Rate Only)				
	Valuation on a daywork basis will only be allowed where no other method of measurement of variation is practical and only then, where daywork sheets recording labor, materials and plant utilized, bearing the Engineers signature, are produced by the Contractor in support of a claim.				

	Any authorized dayworks will be valued using the following rates against the provisional hours scheduled which shall be extended as a Provisional Sum and incorporated in the tender. Rates shall include for wages, subsistence allowance, holiday pay, insurance, etc, site supervision, use and repair of hand tools and power operated tools, use of scaffolding and ladders, use of other site facilities including temporary power and lighting, and including Contractors Overheads and Profit:				
	Daywork Labor				
4.01	Leading Hand	hrs			-
4.02	Unskilled Labor	hrs			-
4.03	Semi-skilled Labor	hrs			-
4.04	Plant operator	hrs			-
4.05	Carpenter	hrs			-
4.06	etc. [Contractor may add other Daywork Labor category]				
	Daywork Contractor's Equipment				
4.07	Excavator	hrs			-
4.08	Truck	hrs			
	etc. [Contractor may add other Daywork Contractor's Equipment category]				
	Daywork Contractor's Equipment Standby - Rates (including operator)				
4.09	Excavator	hrs			-
4.10	Truck	hrs			
	Daywork Material				
4.11	Allowance percentage to cover the Contractor's Overhead and Profit	%			-
	Sub-Contractors				
4.12	Allowance percentage to cover the Contractor's Overhead and Profit on Sub-Contractors	%			-
	Sub-total Bill 4.0				
5.0	GROSS REVENUE TAX				
5.01	Gross Revenue Tax	LS	1		-
	Sub-total Bill 5.0				
	SUB TOTAL (BILL 1.0 TO 5.0)				