

Invitation for Bids
Antalya-TÜRKİYE
ASAT WASTE MANAGEMENT AND SEWAGE
PROJECT – CTR1084
WASTE SLUDGE INCINERATION AND ENERGY
RECOVERY FACILITY PROJECT
(Design, Build and Operate)
September 2026

Date: XX.XX.2027

Project Name: **Waste Sludge Incineration and Energy Recovery Facility Project**

IFB No: **ASAT-C1**

1. The **Antalya Metropolitan Municipality, General Directorate of Water and Wastewater Administration (ASAT)** has received funds from the **Agence Française de Développement ("AFD")** towards the cost of **ASAT WASTE MANAGEMENT AND SEWAGE PROJECT – CTR1084**. It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract for **Waste Sludge Incineration and Energy Recovery Facility Project**.
2. The **Antalya Metropolitan Municipality, General Directorate of Water and Wastewater Administration (ASAT)** now invites sealed Bids from the following initially selected eligible Bidders for the design, build and operation of Waste Sludge Incineration and Energy Recovery Facility ("the Works").
 - Names of the Initially Selected Firms;
 - [Name and Address]
 - [Name and Address]
 - [Name and Address]
3. Initially selected eligible Bidders may obtain further information at the office of ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. (address below) during office hours from 09:00 am to 18:00 pm (local time) in business days.

Project Manager: Aras GEZER GÖRGEÇ

Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye

Tel: 90 (242) 259 32 16 (pbx)

Fax: 90 (242) 259 32 20

E-mail: yonetim@aldas.com.tr

4. Bids must be delivered to the above office on or before *14:00* on *XX/XX/2027* and must be accompanied by a Bid security of **EUR 1.000.000,00**.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend at 14:15 on *XX/XX/2027* at the offices of of ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc (Adresess below)

ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc.

Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye

Location Link: <https://maps.app.goo.gl/Zd5t3MFQuPLQTnPF8>

Tel: 90 (242) 259 32 16 (pbx)

Fax: 90 (242) 259 32 20

E-mail: yonetim@aldas.com.tr

6. Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to submit Bid, we would appreciate being so notified in writing at your earliest opportunity.
7. A soft copy of the Bidding Documents will be made available to the initially selected Bidders upon reception of the confirmation by the initially selected Bidders that they intend to submit a Bid.

Bidding Documents for Procurement of Woks (Design, Build and Operate)

Contract No: ASAT/C1; Waste Sludge Incineration and Energy Recovery
Facility Project

Employer: Antalya Metropolitan Municipality - General Directorate of Antalya
Water and Wastewater Administration - ASAT

Project: ASAT Waste Management and Sewage Project – CTR 1084

Country: Türkiye

International Procurement Competition IPC No.: ASAT-C1

IPC Name: Waste Sludge Incineration and Energy Recovery Facility

Issued on: September 2026

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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A. General

- 1 Scope of Bid**
 - 1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, **as specified in the BDS**, issues these Bidding Documents for the procurement of Works (design, build and operate) as specified in Section VII, Employer's Requirements. The name and identification of this International Procurement Competition (IPC) process are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - a) The term "in writing" means communicated in written form (including electronic transmission) and delivered against receipt;
 - b) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Employer. It excludes the Employer's official public holidays.
- 2 Source of Funds**
 - 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called "funds") from *Agence Française de Développement* (hereinafter called "**AFD**") toward the project **named in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3 Corrupt and Fraudulent Practices**
 - 3.1 AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI, AFD Policy - Corrupt and Fraudulent Practices - Environmental and Social Responsibility.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its Subcontractors and subconsultants, to permit AFD to inspect all accounts, records and other documents relating to any Initial Selection process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by AFD.
- 4 Eligible Bidders**
 - 4.1 A Bidder may be a firm that is a private entity, a State-owned entity - subject to ITB 4.3 - or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
 - 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder:
 - a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b) Receives or has received any direct or indirect subsidy from another Bidder; or

- c) Has the same legal representative as another Bidder; or
- d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) Participates, except for alternatives permitted under ITB 13, in more than one bid in this bidding process. Participation by a Bidder (either individually or as a JV member) in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same Subcontractor in more than one bid; or
- f) Any of its affiliates participated as a consultant in the preparation of the Employer's Requirements or performance requirements of the Works that are the subject of the Bid; or
- g) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Employer's Representative for the Contract implementation; or
- h) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to AFD throughout the procurement process and execution of the contract.

4.3 AFD's eligibility criteria for AFD financing are described in Section V, Eligibility Criteria.

4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.

4.5 This bidding is open only to initially selected Bidders.

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

4.7 A firm that is under a sanction of debarment by the Employer from being awarded a contract is eligible to participate in this procurement, unless AFD, at the Employer's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5 Eligible Materials, Equipment and Services

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

5.2 For purposes of ITB 5.1 above, "origin" means the place where the equipment, parts or components, materials and services thereof are mined, grown, produced or manufactured, and from where the services are provided.

B. Contents of Bidding Documents

6 Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II – Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV – Bidding Forms
- Section V – Eligibility Criteria
- Section VI - AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility

PART 2: Employer's Requirements

- Section VII – Employer's Requirements

PART 3: Conditions of Contract and Contract Forms

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

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

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

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

7 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 7.1 A Bidder requiring any clarification of the Bidding Documents 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 including a description of the inquiry but without identifying its source, 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 Documents in accordance with ITB 6.3. **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 Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 23.2.

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

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Unless otherwise stated in the Bidding Documents, non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be communicated promptly in writing to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 8 Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing amendments.
- 8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the amendment on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

C. Preparation of Bids

- 9 Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10 Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided that the relevant passages are accompanied by an accurate translation in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11 Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial Bid.
- 11.2 The Technical Bid shall comprise the following:
- a) Bid Submission Form – Technical Bid;

- b) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
 - c) In case of a JV, the JV agreement or the letter of intent to form a JV signed by all intended members of the future JV, in accordance with ITB 11.4;
 - d) Alternatives, if permissible in accordance with ITB 13;
 - e) Bid Security of Bid-Securing Declaration, in accordance with ITB 20.1;
 - f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
 - g) Completed Bidding Forms - Technical Bid as required, in accordance with ITB 12;
 - h) Documentary evidence in accordance with ITB 14 establishing the Bidder's continued qualified status;
 - i) Documentary evidence in accordance with ITB 15 that the Works offered by the Bidder conform to the Bidding Documents;
 - j) Technical proposal and the Schedule of Performance Guarantees in accordance with ITB 16;
 - k) List of Subcontractors, in accordance with ITB 16.2;
 - l) Any other technical documents **required in the BDS**.
- 11.3 The Financial Bid (whether base or alternative) shall comprise the following:
 - a) Bid Submission Form – Bid Price;
 - b) Completed Bidding Forms –Bid Price as required, in accordance with ITB 12;
 - c) Any other documents **required in the BDS**.
- 11.4 In accordance with the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.5 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12 **Bid Submission Forms, Statement of Integrity, Bidding Forms and Schedules**
 - 12.1 The Technical Bid and the Financial Bid should be prepared using the Bid Submission Forms (both Technical and Price) and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.4. All blank spaces shall be filled in with the information requested.
- 13 **Alternative Bids, Alternative Technical Solutions and Alternative Times for Completion**
 - 13.1 **Unless otherwise specified in the BDS**, alternative bids shall not be considered. If permitted, the method for their evaluation shall be described in Section III, Evaluation and Qualification Criteria.
 - 13.2 **Unless otherwise specified in the BDS**, alternative technical solutions shall not be considered. If Bidders are permitted to submit alternative technical solutions and only for specified parts of the Works, such parts shall be identified in Section VII, Employer's Requirements. The methods for their

evaluation shall be described in Section III, Evaluation and Qualification Criteria.

- 13.3 Bidders wishing to submit alternative bids and/or alternative technical solutions, substantially compliant with the requirements of the Bidding Documents, if permitted under ITB 13.1 and/or ITB 13.2 shall provide all information necessary for a complete evaluation by the Employer of the alternative bid and/or alternative technical solutions, including but not limited to, drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.
- 13.4 Only one (1) alternative bid per Bidder may be submitted and only one (1) alternative technical solution for each permitted part of the Works may be submitted.
- 13.5 **Unless otherwise specified in the BDS**, alternative times for completion of the Works shall not be considered. If permitted the method for their evaluation shall be described in Section III, Evaluation and Qualification Criteria

**14 Documents
Establishing the
Qualifications of
the Bidder**

- 14.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of Initial Selection, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time.
- 14.2 Any change in the structure or formation of a Bidder after being initially selected and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer meets the qualification criteria set forth in the Initial Selection Documents; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition; or (iii) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; or (iv) as a consequence of the change, the Bidder no longer continues to be on the list of Initially Selected Bidders as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.
- 14.3 The Bidder shall be responsible for ensuring that any proposed Subcontractor complies with the requirements of ITB 4 and ITB 5. Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations. The Bidder shall provide information in accordance with the requirements in Section III.

**15 Documents
Establishing
Conformity of the
Works**

- 15.1 The documentary evidence of the conformity of the Works to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
 - a) a detailed description of the essential technical and performance characteristics of the Works, including the Contractor's Performance Guarantees under the Schedule of Performance Guarantees of the proposed Works, in response to the Employer's Requirements;

- b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing operation of the Works during the Operation Service Period; and
- c) a commentary on the Employer's Requirements and adequate evidence demonstrating the substantial responsiveness of the Works, to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.

16 Technical proposal

- 16.1 The Bidder shall furnish a technical proposal including method statements for the Design, Build and Operation of the Works, work methods, key activities listing any Subcontractor that will do the work, Key Contractor's equipment, Key Contractor's Personnel, Contractor's Performance Guarantees under the Schedule of Performance Guarantees and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's technical proposal to meet the requirements of Section VII, Employer's Requirements and Section III, Evaluation and Qualification Criteria.
- 16.2 For key activities of the Works which the Bidder intends to subcontract, Bidders shall complete the information requested in Criterion 2.1 of Section III, Evaluation and Qualification Criteria. The Bidder shall provide the information requested in Section IV, Bidding Forms for each of the proposed Subcontractors, including manufacturers of key equipment or materials. Bidders are free to list more than one Subcontractor or manufacturer against each key activities of the Works. Quoted prices will be deemed to apply to whichever Subcontractor or manufacturer is appointed, and no adjustment of the prices will be permitted in case of a change of a Subcontractor or manufacturer.
- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor or manufacturer proposed complies with the requirements of ITB 4, and that any material or services to be provided by the Subcontractor or manufacturer comply with the requirements of ITB 5 and Sub-Clause 2.1 of Section III, Evaluation and Qualification Criteria.

17 Bid Prices and Discounts

- 17.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the entire Works on a "single responsibility" basis such that the total lump sum Bid Price, subject to any adjustments in accordance with the Contract, covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, build (construction and installation), and operation and maintenance of the Works, as required in Section VII, Employer's Requirements. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the Prices for other items.
- 17.2 Bidders shall give a breakdown of the Prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
- 17.3 Where no different Price Schedules are included in the Bidding Documents, Bidders shall present their Prices in the following manner: Separately numbered Schedules included in Section IV, Bidding Forms, shall be used for each of the following elements listed below. The total amount from each

Schedule (Nos. 1 to 5) shall be summarized in a Grand Summary (Schedule No. 6) giving the total Bid Price to be entered in the Bid Submission Form - Bid Price. Absence of the total Bid Price in the Bid Submission Form - Bid Price may result in the rejection of the Bid.

- Schedule No. 1: Design Services;
- Schedule No. 2: Equipment, Materials, Tools and mandatory Spare Parts supplied from abroad;
- Schedule No. 3: Equipment, Materials, Tools and mandatory Spare Parts supplied from within the Employer's country;
- Schedule No. 4: Construction Works and Installation Services;
- Schedule No. 5: Operation Service;
- Schedule No. 6: Grand Summary; and
- Schedule No. 7: Recommended Spare Parts.

17.4 Bidders shall note that the equipment and mandatory Spare Parts included in Schedule Nos. 2 and 3 above exclude materials used for civil, building, and other construction works. All such materials shall be included and priced under Schedule No. 4, Construction Works and Installation Services.

17.5 In the Schedules, Bidders shall give the required details and a breakdown of their Prices as follows:

a) Schedule No. 1: Design Services:

- (i) Prices shall include all taxes, duties, levies and Charges payable in the Employer's country up to twenty-eight (28) days prior to the deadline for Bid submission except for VAT which will be quoted separately.

b) Schedules No. 2 and 3: Equipment, Materials and Tools to be supplied from abroad and from within the Employer's country:

- (i) The Price of the equipment, materials and tools shall be quoted using the Incoterm CIP; and
- (ii) All customs duties and VAT paid or payable in the Employer's country, up to twenty-eight (28) days prior to the deadline for Bid submission shall be quoted separately.

c) Schedule No. 4: Construction Works and Installation Services:

- (i) Prices shall include prices for transportation, insurance and other services incidental to the installation of the Works, all labour, Contractor's equipment, construction works, materials, consumables and all matters and things of whatsoever nature, training, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.

d) Schedules No. 5: Operation Service:

- (i) Prices shall include operation, maintenance & knowledge transfer, as well as all taxes, duties, levies and other charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.

- e) Schedule No. 7: Recommended Spare Parts:
 - (i) Prices shall be quoted using the Incoterm CIP;
 - (ii) All customs duties and VAT paid or payable in the Employer's country, up to twenty-eight (28) days prior to the deadline for Bid submission shall be quoted separately.
- 17.6 The latest edition of Incoterms, published by the International Chamber of Commerce shall govern.
 - a) Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer.
 - b) In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the equipment, materials and services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedules.
- 17.7 The price to be quoted in the Bid Submission Form – Bid Price shall be the total price of the Bid, excluding any discounts offered.
- 17.8 The Bidder shall quote separately any discounts and the methodology for their application in the Bid Submission Form – Bid Price.
- 17.9 **Unless otherwise specified in the BDS**, the Prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Appendix 1 to the Contract Agreement. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Cost Indexation, Appendix to Financial Bid, Section IV, and the Employer may require the Bidder to justify its proposed indices and weightings.
- 17.10 **Unless otherwise specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date twenty-eight (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, in accordance to ITB 17.5.
- 18 Currencies of Bid and Payment**
 - 18.1 The currency(ies) of the Bid and the currency(ies) of payments shall be **as specified in the BDS**.
 - 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Cost Indexation in the Appendix 1 to Financial Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 19 Period of Validity of Bids**
 - 19.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
 - 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their bids for a specific additional period. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security or without risking execution of the bid-securing declaration. Except as provided in ITB 19.3, a Bidder agreeing to the request shall not be required or permitted to modify its bid, but will be required to ensure that

the bid security is extended for twenty eight (28) days beyond the deadline of the extended validity period.

19.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, 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;
- c) In any case, bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

20 Bid Security/Bid Securing Declaration

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

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

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- b) An irrevocable letter of credit;
- c) A cashier's or certified check; or
- d) Another security **specified in the BDS**;

from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.

20.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

20.5 Any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

20.6 The Bid Security of unsuccessful Bidders as well as of the successful Bidder shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to 44.

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

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- b) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 43; or
 - (ii) Furnish a Performance Security in accordance with ITB 44.

20.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.4.

20.9 If a Bid Security is not **required in the BDS** pursuant to ITB 20.1, and:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
- b) If the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a Performance Security in accordance with ITB 44;

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

21 Format and Signing of Bid (Technical and Price)

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

21.2 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 initialled by the person signing the bid.

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

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

22 Sealing and Marking of Bids

22.1 The Bidder shall enclose the original and all copies of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes marked "Technical Bids" and "Financial Bids", duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 22.2 The inner and outer envelopes shall:
- Bear the name and address of the Bidder;
 - Be addressed to the Employer in accordance with ITB 21.1;
 - Bear the specific identification of this bidding process **specified in the BDS**; and
 - Bear a warning not to open before the time and date for bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. **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**.
- 23 Deadline for Submission of Bids**
- 23.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents 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.
- 24 Late Bids**
- 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25 Withdrawal, Substitution and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted, and before the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- Prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", "MODIFICATION"; and
 - Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 26 Bids Opening**
- 26.1 The Employer shall open the Technical Bids in public at the address, on the date, and time **specified in the BDS** in the presence of Bidder's designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.3, shall be **as specified in the BDS**. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Financial

Bids are submitted together in one envelope, the Employer may reject the entire Bid.

- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 26.3 All other envelopes holding the Technical Bid shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a bid security or bid-securing declaration, if required; and any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out at bid opening shall be considered for evaluation. At Technical Bid opening, the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late bids, in accordance with ITB 24.1).
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative bids; and the presence or absence of a bid security or bid-securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 26.5 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids. The date, time, and location of the public opening of Financial Bids will be advised in writing by the Employer and published at the Employer's web page **identified in the BDS**. Bidders shall be given reasonable notice of the opening of Financial Bids.
- 26.6 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Documents, and return their Financial Bids unopened.
- 26.7 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, in public one at a time and in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer in accordance with ITB 26.5, and the following read out and recorded: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative Bids and any other details as the Employer may consider appropriate. Only Financial Bids, discounts and alternative Bids read out and recorded during the opening of Financial Bids shall be considered for evaluation. **Unless otherwise specified in the**

BDS, the Bid Submission Forms – Bid Price are to be initialled by a minimum of three representatives of the Employer attending Financial Bid opening. At Financial Bid opening, the Employer shall neither discuss the merits of any Bid nor reject any Bid.

- 26.8 The Employer shall prepare a record of the opening of Financial Bids that shall include, as a minimum: the name of the Bidder, the Price, any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 27 Confidentiality**
- 27.1 Information relating to the examination, evaluation, and comparison of the Bids, and qualification of the Bidders and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 27.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 28 Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.
- 28.2 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.
- 29 Deviations, Reservations and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 30 Determination of Responsiveness**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

- 30.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents 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 Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Employer shall examine all aspects of the Technical Bid submitted in accordance with ITB 15 and 16, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material Deviation, Reservation or Omission.
- 30.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.

**31 Non-material
Non-conformities**

- 31.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformities (a non-conformity being a Deviation, Reservation or Omission) in the Bid. The Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted by adding the highest price of the item or component as quoted in other substantially responsive bids. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Employer shall use its best estimate.
- 31.2 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 non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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.

32 Subcontractors

- 32.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by Subcontractors selected in advance by the Employer (nominated Subcontractors).
- 32.2 A "specialized Subcontractor" is a Subcontractor hired for specialized work as defined by the Employer in Section VII. The Bidder's Bid shall name the same specialized Subcontractor as submitted in the initial selection application and approved by the Employer, or may name another specialized Subcontractor meeting the requirements specified in the initial selection phase.
- 32.3 If the Bidder proposes to engage any Subcontractors additional to or different from those named in its Initial Selection for major items of the Works, the Bidder shall give details of the name and nationality of the proposed Subcontractors for each of those items. In addition, the bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items in the Initial Selection Documents or in Clause 2.1 of Section III.

33 Technical Bids Evaluation

- 33.1 The Employer shall use the criteria and methodologies listed in this Clause and those indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 33.2 The Employer will carry out a detailed evaluation of the Technical Bids in accordance with ITB 30 to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified performance requirements, will be rejected for non-responsiveness. In order to reach its determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:
- a) overall completeness and compliance with Section VII, Employer's Requirements; conformity of the Works offered with values specified in the Table of performance requirements, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Employer's Requirements, suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the Site, and quality, function and operation of any process control concept included in the Bid;
 - b) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Technical Bid;
 - c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
 - d) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.
- 33.3 If a Technical Bid is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated. Substantially responsive Technical Bids shall be further evaluated and scored. The scores to be given to technical factors and sub-factors are specified in Section III, Evaluation and Qualification Criteria.
- 33.4 Where alternative offers or alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer shall make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

34 Eligibility and Qualification of the Bidders

- 34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder continues to meet the eligibility and qualifications criteria specified in ITB 3 and 4, and Section III, Evaluation and Qualification Criteria of the Initial Selection Documents.
- 34.2 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Financial Bid to the Bidder.

35 Correction of Arithmetical Errors

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

- a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price shall be corrected accordingly;
- b) Where there are errors between the total of the amounts given in Price Schedules and the amount given in Grand Summary Price Schedule, the total of the amounts of Price Schedules shall prevail and the Grand Summary Price Schedule shall be corrected accordingly;
- c) If there is a discrepancy between the grand total price amount given in Grand Summary Price Schedule and the Bid Price of the Bid Submission Form, the grand total price given in Grand Summary Price Schedule shall prevail and the Bid Price of the Bid Submission Form shall be corrected; and
- d) 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), (b) and (c) above.

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

**36 Conversion to
Single Currency**

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

**37 Financial Bid
Evaluation**

37.1 The Employer shall use the criteria and methodologies listed in this Clause and those indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate the Financial Bid, the Employer shall consider the following:

- a) The Bid price, excluding Provisional Sums unless priced competitively and the provision, if any, for contingencies in the Schedules, but including Daywork items, where priced competitively;
- b) Price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
- c) Price adjustment due to discounts offered in accordance with ITB 17.7;
- d) Price adjustment due to quantifiable non-material non-conformities in accordance with ITB 31;
- e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 36; and
- f) The discounted operation and maintenance costs over the life cycle of the Works as specified in Section III, Evaluation and Qualification Criteria.

37.3 The Employer's evaluation of the Financial Bid shall exclude and not take into account:

- a) In the case of equipment, materials and mandatory spare parts (Schedule No. 2 and 3) supplied from abroad and from the Employer's country, all taxes and duties, applicable in the Employer's country and payable on the equipment and mandatory spare parts if the Contract is awarded to the Bidder; and

- b) The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract.
 - 37.4 If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 38 Abnormally low Bid**
 - 38.1 If the Most Advantageous Bid, as defined under Clause 41, is twenty per cent (20%) or more lower than the Employer's estimate, and unless the Employer provides justification that the estimate is inaccurate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices and priced quantities with the construction methods, resources and schedule proposed as well as with the Employer's Requirements. Notwithstanding the provisions of ITB 31 which shall not be applicable, if one or several inconsistencies are evidenced, the Bid shall be declared non-compliant and rejected.
- 39 Evaluation of Combined Technical and Financial Bids**
 - 39.1 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 weights to be assigned for the Technical factors and cost are specified in Section III, Evaluation and Qualification Criteria. The Employer will rank the bids based on the combined weighted technical and price scores.
- 40 Employer's Right to Reject all Bids**
 - 40.1 The Employer reserves the right 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.

F. Award of Contract

- 41 Most Advantageous Bid**
 - 41.1 The Employer shall award the Contract to the Bidder with the Most Advantageous Bid, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
 - 41.2 The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:
 - a) substantially responsive to the Bidding Documents;
 - b) the best evaluated Bid i.e. the highest scoring bid in the combined technical and financial evaluation, in accordance with ITB 39.
- 42 Notification of Award**
 - 42.1 Prior to the expiration of the Period of Validity of Bids or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the price that the Employer will pay the Contractor in consideration of the execution, completion, and operation of the Works, and the requirement for the Contractor to remedy any defects therein (hereinafter and in the Conditions of Contract and Contract Forms called the "Accepted Contract Amount"). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

42.2 The Employer will publish in an English language newspaper or well-known freely accessible website the results of the bidding process identifying the Bid, and the following information: (i) name of each Bidder who submitted a Bid; (ii) Bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid.

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

42.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 42.1, requests in writing the grounds on which its Bid was not selected.

42.5 In exceptional circumstances, a contract negotiation may be needed. In such case, the Employer shall send to the successful Bidder a letter of invitation to negotiate which should not be mistaken as a Letter of Acceptance which, under FIDIC Conditions of Contract, triggers contractual obligations from both Parties. The Letter of Acceptance shall be sent once the contract negotiation ends successfully. Minutes of negotiation meetings, and agreements reached therein, shall be attached to the Letter of Acceptance.

**43 Signing of
Contract**

43.1 Promptly upon issuing the Letter of Acceptance, the Employer shall send the successful Bidder the Contract Agreement.

43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**44 Performance
Security**

44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award, the Contract termination in accordance with GCC Sub-Clause 15.2 and forfeiture of the Bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next Most Advantageous Bid.

Section II – Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is: ASAT-C1
ITB 1.1 & ITB 2.1	The Employer is: The Antalya Metropolitan Municipality, General Directorate of Antalya Water and Wastewater Administration - ASAT
ITB 1.1	The name of the IPC is: Waste Sludge Incineration and Energy Recovery Facility Project The identification number of the IPC is: ASAT-C1
ITB 2.1	The name of the Project is: ASAT Waste Management and Sewage Project – CTR1084
ITB 4.1	The JV structure of Initially Selected Firms shall not be modified.
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Project Manager Aras GEZER GÖRGEÇ Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.asat.gov.tr , www.aldas.com.tr
ITB 7.4	Two days Pre-Bid meeting and site visit <i>shall</i> take place at the following dates, time and place: Day 1: Date: XX/XX/2027 Time:10:00 a.m Place: Hurma Wastewater Treatment Plant- Meeting Room Day 2: Date: XX/XX/2027 Time:10:00 a.m Place: Hurma Wastewater Treatment Plant- Meeting Room Location link: https://maps.app.goo.gl/z8iEukKK9L9FtigJ8 A Site visit conducted by the Employer shall be organized. <i>Participation of the Initially Selected Bidders in the Pre-Bid Meeting and Site Visit is mandatory.</i>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English

	All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITB 11.2(i) & ITB 11.3(c)	The Bidder shall submit with its Bid the following additional documents: i. The document confirming the Bidder's existing credit facilities or the amount of equity in the balance sheet (as indicated in FORM 3-3), ii. In case of a Joint Venture, the Joint Venture Declaration, iii. Trade Registry Gazette and/or Chamber of Commerce and/or Chamber of Industry registration certificates obtained within the year of bidding (original or notarized copy), iv. In case of a legal entity, the Trade Registry Gazette showing the latest status of the shareholders, members, or founders of the legal entity and its management; if such information is not available in a single Gazette, then all relevant Gazettes or documents showing this information, together with a notarized signature circular of the legal entity, v. For foreign bidders, the documents specified in items (iii) and (iv) shall be prepared in accordance with the legislation of the country where the company is registered, and submitted with their original and Turkish translation, vi. The authorization and/or power of attorney, together with the relevant notarized signature circular(s), for the person(s) duly authorized to sign the Bid on behalf of the Bidder. vii. One complete set of the Bidding Documents, duly stamped and signed on each page by the Bidder, viii. The Bidder shall also prepare and submit the Technical Proposal documents in line with the information provided in Section IV, Bidding Forms. - o Schedule of Performance Guarantee - o Design Proposal Process Calculations, heat-energy balance and other required technical calculations should be submitted in hardcopy and excel format within the design proposal.) - o Design-Build Programme, Organization Chart and Construction Management Strategy - o Operational Proposal - o Environmental, Social, Health and Safety (ESHS) Methodology ▪ Management Strategies and Implementation Plans (MSIP) to manage the Work Site Environmental and Social Strategies: The bidder submits Management Strategies and Implementation Plans (MSIP) to accomplish the Essential Environmental, Social, Health and Safety (ESHS) Management of Worksite indicated in Section VII. Employer's Requirement, Annex 3. . The Bidder shall submit Management Strategies, Implementation Plans, and Methodology to manage the Environmental, Social, Health and Safety (ESHS) risks, in accordance with Section VIII – Employer's Requirements, Annex-3: Specifications for Environmental, Social and Safety Management (ESHS) of the Work Site and ESHS Specifications. The Environmental, Social and Safety Management (ESHS) of the Work Site, incorporating the approved Management Strategies and Implementation Plans specified herein, shall be prepared by the Contractor. The Contractor shall be required to implement the ESIA, which includes the approved Management Strategies and Implementation Plans as per PCC Sub-Clause 4.1 ▪ Code of Conduct (ESHS) The Bidder shall submit a Code of Conduct that will apply to users and its subcontractors to comply with environmental, social, health and safety (ESHS) obligations under the contract defined in Essential

	Environmental, Social, Health and Safety (ESHS) Management of Worksite and main ESIA Report. It shall also explain how to implement the Bidder's Code of Conduct in detail. In this context, the Code of Conduct should explain how these rules will be incorporated into employment/working conditions, what training will be offered, how they will be monitored, and what sanctions the contractor will apply for violations The Contractor shall be required to implement the agreed Code of Conduct. The Contractor shall be required to implement the agreed Code of Conduct, which includes the approved Health and Safety Management Strategies as per PCC Sub-Clause 6 ○ List of Subcontractor ○ Personnel Proposed (PER-1 and PER-2) ○ Equipment proposed (EQU) ○ Other Documents
ITB 13.1 & ITB 13.2	Alternative bids and alternative technical solutions shall not be permitted. As a "single responsibility contract", the essence of a DBO Contract is that the Contractor designs a solution that meets the Employer's Requirements and delivers Works which are fit-for-purpose. Consequently, pursuant to ITB 33.2, Bidders' design solutions which deviate from any base design solution provided in the Bidding Documents, but which (i) comply with the quality and performance of Works specified in the Employer's Requirements, and (ii) do not change the Employer's rights and Contractor's obligations under the proposed Contract, are not considered as alternative bids and are then allowed.
ITB 13.5 Alternative Times for Completion	Alternative times for completion shall not be permitted.
ITB 17.9	The bid price proposed by the Bidder in local currency (TRY) will be subject to price adjustment application during the execution of the Contract. However, no price adjustment will be applied to the bid price proposed in EUR during the execution of the contract. Price adjustment for the local currency (TRY) portion is defined in Sub-Clause 13.8 of PCC-Table A. The coefficients for bid price adjustment are furnished in Section IV-Bidding Forms.
ITB 17.10	Taxes, duties and fees exemptions, to which payments under the Contract are entitled, are specified in clause 14.1 of the Particular Conditions of Contract.
ITB 18.1	The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Option B as described below Option B (Bidders allowed to quote in local and foreign currencies): The unit rates and prices shall be quoted by the Bidder in the Schedules separately in the following currencies: a) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in TRY (Turkish Liras), the name of the currency of the Employer's country, and further referred to as "the local currency"; and b) For those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency"), in Euros (EUR).
ITB 19.1	The Bid Validity Period shall be 120 days.

ITB 19.3(a)	Bid/s in the local currency may be adjusted by a factor reflecting the official inflation rate in country of the client during the period of extension exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, and Bid/s in the foreign currency may be adjusted by a factor reflecting the official inflation rate in the country of the foreign currency during the period of extension exceeding fifty-six (56) days beyond the expiry of the initial Bid validity. and Bid/s in both local currency and foreign currency may be adjusted by factors reflecting; For the local currency portion, the official inflation rate in country of the client during the period of extension exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, For the foreign currency portion, the official inflation rate in the country of the foreign currency during the period of extension exceeding fifty-six (56) days beyond the expiry of the initial Bid validity.
ITB 20.1	A Bid Security shall be required. The amount and currency of the Bid Security shall be EUR 1.000.000 or the equivalent amount calculated 28 days prior to the date of deadline for bid submission based on the selling currency rate published by the Central Bank of Türkiye.
ITB 20.3(d)	Other types of acceptable securities: None
ITB 21.1	In addition to the original of the bid, the number of copies is: <i>1 (one)</i> paper copy and one (1) digital copy (USB flash disk). Each page of the original bidding document shall be signed and stamped by the authorized person(s). Copies will include all documents from the original bid. An identical digital copy of the bid file, using the original hard copy, will be submitted along with the original printed bid. In case of differences between the original hard copy and the digital copy, the original hard copy shall prevail. Additionally, a Price Schedule(s) shall be submitted digitally, both in print and in excel files, along with the offer.
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a Power of Attorney established in the name of the signatory of the bid and the Authorized Signatures List. Each page of the Bid shall be stamped and signed by the Bidder.
D. Submission and Opening of Bids	
ITB 22.3 & ITB 23.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Project Manager Aras GEZER GÖRGEÇ Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 First Floor Document Registration Department 07220 Kepez /Antalya /Türkiye The deadline for bid submission is: Date: XX/XX/2027 Time: 02:00 p.m Bidders shall not have the option of submitting their bids electronically.
ITB 26.1	The Technical Bid opening shall take place at:

	Address: ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Gülveren Mah. 3760 Sokak No:15/1 Third Floor Meeting Room 07220 Kepez /Antalya /Türkiye Date: XX/XX/2027 Time: 02:15 p.m No minimum number of bids is required in order to proceed to bid opening. <i>The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. The Opening date and time of the Financial Bids will be informed after the completion of Technical Bid Evaluation.</i>
E. Evaluation and Comparison of Bids	
ITB 32.1	At this time, the Employer does not intend to execute certain specific parts of the Works by Subcontractors selected in advance (nominated Subcontractors).
ITB 36.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid price(s) expressed in various currencies into a single currency is: TRY The source of exchange rate shall be: Selling rate of Central Bank of Türkiye. The date for the exchange rate shall be seven (7) days prior to the date of deadline for bid submission. The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Option B that follows: <u>Option B: Bidders quote in local and foreign currencies</u> The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.

Section III – Evaluation and Qualification Criteria

1 EVALUATION

The evaluation of the Bids shall be conducted following the steps as described below:

1.1 Assessment of compliance of technical proposal with requirements:

Determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 33.2. In particular, conformity of the Works offered with values specified in the Table of performance requirements in the Employer's Requirements, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee shall be thoroughly verified. If a technical proposal is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated.

If the environmental and social risks are evaluated as high and/or impacts as significant, and therefore, the Bidding Documents include ESHS Specifications, then the technical proposal shall comprise an ESHS Methodology. The ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Employer's Requirements - ESHS Specifications. The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not comprising an ESHS Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

1.2 Acceptability of the security methodology

When the security risks are assessed as high, and therefore, the Bidding Documents include security specifications in Section VII – Employer's Requirements, then the technical proposal must include a security methodology, in accordance with ITB 11.2(l) and ITB 11.3(c) of the Bid Data Sheet.

The security methodology shall be evaluated to determine whether each admissibility requirement specified in the security specifications is met. Otherwise, the Bid will be rejected.

1.3 Scoring of the Technical Bid:

Substantially responsive Technical Bids shall be scored in accordance with ITB 33.3. The technical factors and sub-factors, and the corresponding weights are:

The technical factors (sub-factors) and the corresponding weight out of 100% are:	
Technical Factors	Weight in percentage
1. Approach and Methodology:	
(i) Design Methodology (design proposal including quality of the drawings, calculation notes, explanations of the technology proposed and schedule of performance guarantees) and work programme	30
(ii) Construction Management strategy and method statement for key construction activities	10
(iii) Operation Maintenance Plan, including work programme	15
2. Key Personnel qualifications and resource schedule	
(i) CVs of Design-Phase Personnel	25
(ii) CVs of Build (Construction) Phase Personnel	10
(iii) CVs of Operation Service Phase Personnel	10

Evaluation of the technical factor N°1 (Approach and Methodology):

The number of points to be assigned for sub-factor (i) mentioned above shall be broken down as follows:

- | | | |
|-------|---|-------|
| (i) | The methodology is clear and complete: supporting documentation provided related to designs, calculations, proposed technologies, list of activities, risks and assumptions | [40]% |
| (ii) | The methodology is relevant, demonstrates how the Employer's Requirements and the Schedule of Guarantees (Performance Guarantees) will be achieved, and contains innovations. | [40]% |
| (iii) | The work plan is detailed, realistic and in line with the Employer's Requirements and proposed methodology | [10]% |
| (iv) | The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity. | [10]% |

<u>TOTAL</u>	<u>100%</u>
---------------------	--------------------

The number of points to be assigned for each sub-factors (ii and iii) mentioned above shall be broken down as follows:

- | | | |
|-------|--|-------|
| (i) | The methodology is clear and complete: supporting documentation provided, organization described, resources mobilized, list of activities, risks and assumptions | [30]% |
| (ii) | The methodology is relevant, fully meets the Employer's Requirements and contains innovations | [30]% |
| (iii) | The work plan is detailed, realistic and in line with the Employer's Requirements and proposed methodology | [20]% |
| (iv) | The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity. | [20]% |

<u>TOTAL</u>	<u>100%</u>
---------------------	--------------------

Evaluation of the technical factor N°2 (Key Personnel qualifications and resource schedule):

The number of points to be assigned for each Key Personnel mentioned above shall be broken down as follows:

- | | | |
|-------|---|-------|
| (i) | General qualifications (general education, training, and experience) | [10]% |
| (ii) | Adequacy for the services (relevant education, training, experience in the sector/similar services) | [60]% |
| (iii) | Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.) | [10]% |
| (iv) | Number of years of experience of the Key Personnel with the Employer | [20]% |

Total Weight	100%
---------------------	-------------

1.4 Evaluation of Bid Price:

a) Net Present Value Evaluation

The Design Build Bid Price shall not be discounted.

Taking into account the Net Present Value Evaluation of the Operation Service Bid Price, the annual amounts in the Operation Service Price Schedules, as adjusted in accordance with ITB 37.2 (a) to (e), shall be discounted using a discount rate "I" of 3%.

b) Operation and/or Maintenance Costs

An adjustment to take into account the extended operating and/or maintenance costs of the Works will be added to the Bid Price, for evaluation purposes only. The adjustment will be calculated by

determining the total Operation & Maintenance Evaluated Price (OMEP) using the following formula:

$$OMEP = \sum_{x=1}^N OM_x + \sum_{x=1+N}^M \frac{OM_N}{(1 + I)^{x-N}}$$

Where:

- N = Number of years of Operation Service already included in the Contract (Sub-Clause 8.2 of PCC);
- M = The life span expectancy of the facility specified in the Table of performance requirements of Section VII, Employer's Requirements;
- x = An index number 1, 2, 3, ... M representing the total number of years to be taken into account in the bid evaluation with regards to operation and/or maintenance costs;
- OM(*) = Operation Service cost for year "x," as provided by the Bidder in the specific Operation Service Price Schedule (Schedule 5) of Price Schedules of Section IV, Bidding Forms. The rate for the last year priced under the Contract shall be applied for each subsequent year;
- I = Discount rate to be used for the Net Present Value calculation.
- (*) This cost includes electricity cost even if the electricity payments are made by the Employer.

NB: Evaluated Bid Price = Design-Build Price + OMEP

1.5 Combined Evaluation:

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

The weight to be given for cost is: 70%.

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

$$B = \frac{P_{low}}{P} X + \frac{T}{T_{high}} (1 - X)$$

Where:

- P = Evaluated Bid Price;
- P_{low} = The lowest of all Evaluated Bid Price 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.

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

1.6 Personnel:

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Relevant Academic Graduation	Total work experience (years)	In similar works experience (years)
Design Phase				
1	Project Manager	Min. BSc. in Mechanical/Environmental/Chemical/Civil/Energy Systems Engineering	10	5
2	Cost and Quality Expert	Min. BSc. in Civil/Environmental/Mechanical/Electrical/Electronics Engineering	7	4
3	Design Expert	Min. BSc. in Mechanical/Environmental/Chemical/Energy Systems Engineering	10	5
4	Technical Office Manager	Min. BSc. in Civil/Environmental/Mechanical/Electrical/Electronics Engineering	7	4
5	Mechanical Engineer	Min. BSc. in Mechanical Engineering	7	4
6	Civil Engineer	Min. BSc. in Civil Engineering	7	4
7	Electrical and Automation Engineer	Min. BSc. in Electric&Electronics/Electronic/Electromechanical/Automation Engineering	7	4
Build (Construction) Phase				
1	Project Manager	Min. BSc. in Mechanical/Environmental/Chemical/Civil/Energy Systems Engineering	10	5
2	Environmental Expert	Min. BSc. in Environmental Engineering	5	2
3	Social Expert	Min. Associate Degree in Social Services, Social Sciences, or Sociology	5	2
4	Health and Safety Expert	Class A Qualification Certificate in Compliance with Applicable Legislation	5	2
5	Cost and Quality Expert	Min. BSc. in Civil/Environmental/Mechanical/Electrical/Electronics Engineering	7	4
6	Construction Chief Site Manager	Min. BSc. in Civil/Environmental/Mechanical Engineering	10	5
7	Technical Office Manager	Min. BSc. in Civil/Environmental/Mechanical/Electrical/Electronics Engineering	7	4

8	Mechanical Engineer	Min. BSc. in Mechanical Engineering	7	4
9	Civil Engineer	Min. BSc. in Civil Engineering	7	4
10	Surveyor	Min. Associate Degree in Surveyor/Topographer or BSc. Survey/Geomatics Engineering	7	4
11	Electrical Engineer	Min. BSc. in Electrical Engineering	7	4
12	SCADA Automation Expert	Min. BSc. in Electronic/Electromechanical/Automation Engineering	7	4
Operation Phase				
1	Project Manager	Min. BSc. in Mechanical/Environmental/Chemical/Civil/Energy Systems Engineering	10	5
2	Environmental Expert	Min. BSc. in Environmental Engineering	5	2
3	Social Expert	Min. Associate Degree in Social Services, Social Sciences, or Sociology	5	2
4	Health and Safety Expert	Class A Qualification Certificate in Compliance with Applicable Legislation	5	2
5	Cost and Quality Expert	Min. BSc. in Civil/Environmental/Mechanical/Electrical/Electronics Engineering	7	4
6	Operation Service Expert	Min. BSc. in Environmental/Mechanical/Electrical/Electronics Engineering	10	5
7	Mechanical Engineer	Min. BSc. in Mechanical Engineering	7	4
8	Electrical and Electronic Engineer	Min. BSc. in Electrical/Electrical Engineering	7	4
9	SCADA Automation Expert	Min. BSc. in Electronic/Electromechanical/Automation Engineering	7	4
10	Laboratory Worker	Laborant/Chemistry	5	2

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV - Bidding Forms.

Similar Works are described in Section VII – Employer's Requirements I – General Information, item 1,6.9. Technical proposal shall be submitted according to mentioned experiences.

The same key personnel proposed for each phase will be accepted, provided that they meet the specific experience requirements for each phase as described in Section VII – Employer's Requirements, Part I – General Information, item 1.6.9

1.7 **Equipment:**

The Bidder must demonstrate that it can obtain (purchase, lease or rent) the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Crawler and Wheeled Excavator (min 1.5 cubic yard)	1
2	Backhoe Loader (min. 1.2 m3)	2
3	Mobile Crane (min 10 tons)	1
4	Small Portable Generator (min 25 kW)	1
6	Tower Crane (Wa6010-6A 60m Jib Length 6 Ton Capacity 1 Ton Tip Load 40m Height)	1

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

2 **QUALIFICATION**

2.1 **Subcontractors:**

Any specialized Subcontractor identified at the time of Initial Selection shall continue to meet the applicable requirements.

Any other additional Subcontractors for the following major activities/sub-activities must meet the following minimum criteria:

<i>[Activity/Sub-activity No.] Top</i>	Description of [List Activity/Sub-activity]	Minimum Criteria to be met
1.		
2.		
3.		
4.		
Etc.		

As stated in ITB 14.3, Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations, using for that purpose the form provided in Section IV, Bidding Forms.

Failure to comply with this requirement may result in rejection of the Subcontractor.

2.2 **Update of Information in case of Initial Selection:**

The Bidder shall update the information provided during the corresponding initial selection exercise to demonstrate that he continues to meet the criteria used at the time of initial selection by using the relevant Forms included in Section IV, Bidding Forms. If needed, the Bidder may use any of the Initial Selection Documents forms to notify a change which occurred following the Initial Selection. The Employer reserves the right to request updated financial resources from the Bidder.

Section IV – Bidding Forms

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Bid Submission Forms

Bid Submission Form - Technical Bid

[The Bidder shall prepare his Technical Bid on a Letterhead paper specifying his name and address.]

Date: _____

IPC No.: ASAT-C1

Invitation for Bid No.: ASAT-C1

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)
- b) We have no conflict of interest in accordance with ITB 4;
- c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.4;
- d) We offer to design, build, and operate, in conformity with the Bidding Documents, the following Works: _____
Waste Sludge Incineration and Energy Recovery Facility Project
- e) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- g) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to us; and
- h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder¹: _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder²: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____ day of: _____

¹ In the case of the Bid submitted by a JV specify the name of the JV as Bidder.

² Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

**Appendix to Technical Bid:
Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference of the bid or proposal Contract No. ASAT-C1 Waste Sludge Incineration and Energy Recovery Facility Project (the "**Contract**")

To: General Directorate of Antalya Water and Wastewater Administration (ASAT) (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Bid Submission Form – Bid Price

[The Bidder shall prepare his Financial Bid on a Letterhead paper specifying his name and address.]

Date: _____

IPC No.: ASAT-C1

Invitation for Bid No.: ASAT-C1

Alternative No.: _____

To: General Directorate of Antalya Water and Wastewater Administration (ASAT)(

We, the undersigned, declare that:

- a) We have examined the Conditions of Contract, Employer's Requirements, Schedules, Contract Data, including Addenda Nos. _____ issued in accordance with Instructions to Bidders (ITB) 8;
- b) We have understood and checked these documents and have ascertained that they contain no errors or other defects as identified in our Bid. We accordingly offer to design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and to operate and maintain the facility under license from the Employer for the period and in conformity with the terms and conditions contained in the Contract for the amount of _____ (excluding VAT) or such other amount as may be determined in accordance with the Contract;
- c) This amount is made up of the following components:
 - (i) For the Design-Build of the Works, the lump sum amount of _____ (excluding VAT);
 - (ii) For the Operation Service, the amount of _____ (excluding VAT);
 - (iii) The total amount of VAT is: _____.
- d) The discounts offered and the methodology for their application are: **Not Applicable**
- e) We are fully aware of the onus given in this Contract to compliance with performance requirements, of our obligations accordingly, and of our liability to the Employer in case we breach such obligations. We are fully aware of the implication of the performance damages regime set out under the Contract. We understand that, when entering to the Contract, the Employer relies on our representation that we have the necessary skills and experience for complying with those obligations;
- f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with ITB 44 of the Bidding Documents;
- g) We further undertake, together with the Employer, to jointly appoint the Dispute Board (DB) in accordance with the requirements of the Contract;
- h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract Agreement is prepared and executed;
- i) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all bids at any time prior to Contract award without thereby incurring any liability to us; and
- j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder¹: _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder²: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____ day of: _____

¹ In the case of the Bid submitted by a JV specify the name of the JV as Bidder.

² Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Appendix 1 to Financial Bid – Schedule of Cost Indexation

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect rises and falls in the cost of labour, goods and other inputs to the design and the execution of the Works, and to the Operation Service.

To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this Schedule of Cost Indexation, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in Costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulas for each of the currencies in which the Contract Price is payable, as laid down below. No adjustment is to be applied to work valued on the basis of Cost or current prices.

The cost indices or reference prices stated in the tables of adjustment data below shall be used.

If their source is in doubt, it shall be determined by the Employer's Representative. For this purpose, reference shall be made to the values of the indices at stated dates for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Employer's Representative shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced, or inapplicable, as a result of Variations.

Price Schedule [2] and the foreign currency portions of Price Schedules [1], [4] and [5]

No price adjustment shall apply.

Price Schedule [3] and the local currency portion of Price Schedules [1], [4] and [5]

Price adjustment shall apply following the formula below.

$$P_n = a + b L_n / L_o$$

where:

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

"**a**" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"**b**", is a coefficient representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials;

"**L_n**" is the current cost indices or reference prices for period "n", expressed in domestic producer price index (Yİ-ÜFE) announced by TÜİK (Turkish Statistical Institute) for the month in which the productions subject to relevant payment certificate

"**L_o**" is the base cost indices or reference prices, expressed in TÜİK (Turkish Statistical Institute) Domestic Producer Price Index (Yİ-ÜFE) valid 28 days before the bid submission date.

Table of adjustment data - weightings

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency - TRY)	(foreign currency: EUR)	
(a) Non-Adjustable	0,10	0,1	N/A	0,10
(b) Adjustable	0,90	0,9	N/A	0,90
Total				1.00

Table A: National Currency

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] ¹
L	Yİ-ÜFE (Domestic Producer Price Index)	TÜİK (Turkish Statical Institution)	28 days before the bid submission date

¹ Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.

Table B: Foreign Currency: NOT APPLICABLE

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] ¹
(T)			
(S)			
()			

Bidder's Signature: _____

Example:

The following example shows a table of weightings and the corresponding price adjustment formula which are derived from it, on the basis of the following assumptions:

- Three weightings/factors are shown in this example: "a" is the non-adjustable portion and two adjustment factors ("b" and "c") contribute to price adjustment through the variation of Indices T and S respectively, for which the respective ranges permitted by the Employer and values selected by the Bidder are shown in the table; these values are to be used in the price adjustment formula.
- Two payment currencies are shown in this example: the national currency (l) and a foreign currency (f), the indices T and S are the respective indices in the country of the currency.
- The data in bold are those specified by the Employer in the Bidding Documents, whereas the other data are provided either by the Bidder in its Bid or by the Contractor in the payment request.

Factor and Description	Range of Values permitted	Weightings for each payment currency		Totals
		n	f	
a	0,15	0,05	0,10	0,15
b	0,30 - 0,50	0,15	0,25	0,40
c	0,25 - 0,45	0,20	0,25	0,45
Totals		0,40	0,60	1,00

Formula to be used for calculation of adjustment of payments:

$$\text{Payment in national currency (n): } P_{ln} = \frac{0,05}{0,40} + \frac{0,15}{0,40} \frac{T_{ln}}{T_{lo}} + \frac{0,20}{0,40} \frac{S_{ln}}{S_{lo}}$$

$$\text{Payment in foreign currency (f): } P_{fn} = \frac{0,10}{0,60} + \frac{0,25}{0,60} \frac{T_{fn}}{T_{fo}} + \frac{0,25}{0,60} \frac{S_{fn}}{S_{fo}}$$

Appendix 2 to Financial Bid - Summary of Payment Currencies

Table: Option A (Not Applicable)

To be used only with Option A: "Bidders to quote entirely in local currency"
(Sub-clause BDS 18.1)

Name of payment currency	A) Amount of currency	B) Rate of exchange (local currency per unit of foreign	C) Local currency equivalent (C = A x B)	D) Percentage of Total Bid Price ($\frac{100 \times C}{TPB}$)
Local currency: TRY		1.00		
Foreign currency: EUR				
Total Bid Price				100
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

Table: Option B

To be used only with Option B: "Bidders allowed to quote in local and foreign currencies"
(Sub-Clause BDS 18.1)

Name of currencies	Amounts payable
Local currency (TRY)	
Foreign currency (EUR)	
Provisional sums expressed in local currency (TRY): _____	TRY 150.000.000,00. - The Employer's share of the Dispute Board - And other unforeseen conditions specified in PPC 13.5

Price Schedules

- ❖ **Schedule No. 1:** Design Services;
- ❖ **Schedule No. 2:** Equipment, Materials, Tools and mandatory Spare Parts supplied from abroad;
- ❖ **Schedule No. 3:** Equipment, Materials, Tools and mandatory Spare Parts supplied from within the Employer's country;
- ❖ **Schedule No. 4:** Construction Works and Installation Services;
 - Schedule No.4.1 Construction Works and Installation Services (Installation of Mechanical Works)
 - Schedule No.4.2 Construction Works and Installation Services (General Works for Construction)
 - Schedule No.4.3 Construction Works and Installation Services (Earthworks, Civil and Architectural Works)
- ❖ **Schedule No. 5:** Operation Service;
 - Schedule No. 5.1: Contractor's Annual Fixed Fee (including Training and Knowledge Transfer)
 - Schedule No. 5.2: Contractor's Variable Fee (NOT APPLICABLE)
 - Schedule No. 5.3: Contractor's Electricity-Natural Gas Payment
 - Schedule No. 5.4: Contractor's Chemicals and Other Consumable Payment
- ❖ **Schedule No. 6:** Grand Summary; and
- ❖ **Schedule No. 7:** Recommended Spare Parts.

Price Schedules are attached as separate documents in pdf and excel format.

Preamble to Price Schedules

Introduction

The objective of this Preamble is to explain the use of the Price to the Bidder and how the Price Schedules are to be completed to become acceptable for consideration and evaluation.

The scope of the Contract includes design-build-operate of Hurma Waste to Energy Facility in accordance with the philosophy of the General Conditions of Contract. Payments shall be made as a series of lump-sum payments for the percentages of the executed work under the contract.

The sum of the payments within the Contract shall be deemed to represent the Bidder's price for completing the works in accordance with the conditions contract and demonstrating that the works complies with the *Employer's Requirements* via fulfilment of the performance guarantees and success in the *Commissioning Tests and Tests prior to Contract Completion*. Payment for any items not mentioned in the Price Schedules shall be deemed to be included with the remaining items.

The Conditions of Contract together with the Instructions to Bidders, Employer's Requirements, Schedules, Existing Drawings and any published modifications shall be read in conjunction with the Price Schedules and shall be referred to for details of description, quality, tests and strength of materials used, and workmanship, conditions, obligations, liabilities and instructions, which shall be complied with in carrying out the Contract.

The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Employer's Requirement's and Price Schedules including all overhead charges (transportation, customs, permissions, relevant tax obligations and etc.) and profit, all environmental and safety measures taken by the Employer's Requirements' bidder in accordance to the EIA and Employer's requirement and the carrying out of

the Works as shown in the existing drawings shall be deemed to be spread over and included in the prices stated by the bidder in the Price Schedules.

By the bidder's signing of the bid, any additional item, which is included in the Bidding Documents but not included in the Price Schedules, is deemed to have been included in other lump sum prices of the Price Schedules.

General

This Contract is a design-built-operate contract. Prices in the Price Schedules of all items shall be made on a lump-sum basis. The descriptions given in the breakdown do not in any way limit the Contractor's obligations under the Contract to provide all the works necessary to comply with the requirements of this Bidding Document. The items listed in the price schedules shall be based on the contractor's design and shall be arranged accordingly.

Bidders are required to submit one Bid Price based on the processes elaborated in Employer's Requirements. Bidders shall provide Operational Service Price for Hurma WTE Facility as requested in Schedule No.5. Input parameters and Performance Guarantee parameters on unit rates for Operational Service for Hurma WTE Facility as requested in Schedule No.5.3 and Schedule No.5.4. Explanations for the Operational Service Price and unit rates for Operational Service Price are given in Annex 2 of Employer's Requirements.

All items shall be priced in accordance with 18.1 of Bid Data Sheet of Bidding Documents. The bid price shall include customs and import duties that are levied in accordance with the laws and regulations of the country of the Employer on the production, manufacture, sale and transport of the Contractor's plant, machinery, materials and supplies to be used on or furnished under the Contract. The Employer intends to obtain an investment incentive certificate related to VAT for the works items within the scope of this contract according to 14.1 of Contract Data of Section IV - Particular Conditions of Contract.

Notwithstanding any limits which may be implied by the wording of individual items, the Contractor agrees that the prices entered in the Price Schedules include all costs to complete the works in every respect.

The Bidder shall be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. Therefore, the prices shall include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the Contract. Unless separate items are provided in the schedules, rates and sums shall include all costs for completion of the various items in the schedule.

The prices entered by the bidder against all items in the schedule shall accurately reflect the cost of carrying out the work described in the Contract for that item. All costs, commissions and other charges (unless separately itemised) applicable to the Contract as a whole shall be spread across all items in the schedule, whereas those applicable to specific sections of the Contract shall be spread only over the items to which those sections refer.

The Schedules do not give a full description of the facility and equipment to be supplied and the services to be performed under each item. The Bidder shall be deemed to have read the Employer's Requirements and other sections of the Bidding Documents and reviewed the existing drawings and documents provide in Attachments to ascertain the full scope of requirements included under each item prior to filling in the prices and sub-items to be constituted by the bidder. Bidders may participate to the pre-bid meeting and site visit mentioned in the Bidding Documents. References given in the Schedules are for the convenience of the Bidder and do not exclude other descriptions elsewhere in the Bidding Documents. The entered prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

If the Bidder is unclear or uncertain as to the scope of any item, he shall seek clarification in accordance with the Instructions to Bidders prior to submitting their Bid.

Pricing

The Bidder shall spread his general expenses, risks, profit and any other costs equally to the prices. **No front loading is allowed under this Contract.**

Besides, the total amount of the Schedule No.1 Design Services proposed by the Bidder, shall not exceed 10% of the total amount of the bid price for design-build.

Bid prices shall be quoted in the manner indicated and, in the currency, specified in the Instructions to Bidders.

Prices shall be written in indelible ink, and any alterations necessary due to errors etc. shall be initialled by the Bidder.

With reference to ITB 11.2(l) & ITB 11.3(c) of Bid Data Sheet, the Price Schedules shall also be submitted in an electronic version (excel format) on a USB flash memory.

For each item, the Bidder shall complete each appropriate column in the respective Schedules, giving the minimum requirements to the detailing of the lump sum and unit price as indicated in the Schedules.

The prices entered shall be inclusive of all supply, delivery, labour, materials and plant etc. as necessary to build the entire Facility and perform the works. The prices shall also include for any costs associated with on-site storage and with site transportation to the point of erection or building of the entire Facility.

The TOTAL for each Schedule shall be carried forward to Grand Summary, which shall be deemed to be the total price for the design, build and operation of the Hurma WTE Facility and other works in compliance with the requirements of the Contract.

When requested by the Employer's Representative for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer's Representative with a detailed breakdown of any composite or lump sum items included in the Schedules. The prices in the Schedules shall be used by the Employer's Representative for any price determinations. The breakdowns of the items of Price Schedules shall be submitted by the successful bidder before the signature of the contract and the breakdown will be a part of the Contract.

In the case where the descriptions of the individual items do not fully cover the required works or the Bidder wants to add installations, the Bidder shall fill in the blank cells under Any Other Items in the Price Schedules.

The prices entered in the Price Schedules shall be used for calculating payments and interim payments and for valuing variations.

In case of any change in the tariffs that have been taken as unit prices for electricity, natural gas, and water consumption in Schedules 5.3 and 5.4 for Operation Services, the updated tariffs shall be applied as the revised unit prices. The unit prices shall be revised in accordance with the updated tariffs published by the Energy Market Regulatory Authority of Türkiye (EPDK), ENERYA (Antalya Natural Gas Distribution Company), and ASAT General Directorate.

Technical Proposal

The technical proposal is expected in particular to include as a minimum, though not being limited to, the following contractual warranties, representations and statements of information:

- The details of the Contractor's proposed design engineering solution for the Works
- The Operation and Maintenance Plan proposed by the Bidder which fulfils the Operation Management Requirements contained in the Employer's Requirements
- The Contractor's method statements for the Design-Build Period
- The Bidder's proposed Site organization
- The list of proposed Subcontractors and suppliers of Works under the Contract, in furtherance to the Conditions of Contract Sub-Clause 4.4 and which have their origin in the Eligibility Criteria as defined under Section V of this Bidding Document. The Bidder shall use the specific form for that purpose which is included in the following pages. The programme the Contractor intends to observe when executing its obligations under the Contract, complying with the level of details described in the Employer's Requirements, and demonstrating the Contractor's ability to meet the Time for Completion and his other time-related obligations.
- The proposed Contractor's Equipment and Personnel to deliver the Contractor's obligations under the Contract, and meeting the Employer's Requirements – specific forms shall be used by the Bidders in this respect, and are included in the following pages

If a technical proposal is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated.

The Bidder shall submit their technical proposal as follows:

List of forms comprising the technical proposal:

Chapter A:

- Bid Security

Chapter B:

- Schedule of Performance Guarantees
- Tables of performance requirements (Input and Output KPIs Tables)

Chapter C:

- Design proposal

Chapter D:

- Design-Build Programme, Organization Chart and Construction Management Strategy

Chapter E:

- Operation proposal

Chapter F:

- Environmental, Social, Health and Safety (ESHS) Methodology

Chapter G:

- List of Subcontractors

Chapter H:

- Personnel proposed (forms PER-1 and PER-2)

Chapter I:

- Equipment proposed (form EQU)

Schedule of Performance Guarantees

The Contractor is required to provide, as part of his Technical Bid, the schedule below reflecting the performance requirements which are included in Section VII, Employer's Requirements, where he will specify the values of the Contractor's Performance Guarantees and the Chemical's Name, as shown below:

No.	KPI Name	Chemical's Name	KPI Description	KPI Minimum Value (if any)	KPI Maximum Value (if any)	KPI Measurement / Testing Methodology	Contractor's Performance Guarantees
1	Electricity Consumption	N/A	[The electricity power consumption of the entire plant, per ton of the inlet sludge of the Hurma WTE Facility shall be less or equal to the guaranteed value.]	N/A	[kWh/ ton]	The amount of electricity consumption is measured using an electricity meter. This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]
2	Natural Gas Consumption	N/A	[The natural gas consumption of the entire plant, per ton of the inlet sludge of the Hurma WTE Facility shall be less or equal to the guaranteed value.]	N/A	[Nm ³ / ton]	The amount of natural gas consumption is measured using natural gas meter. This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]
3	Ammonia (if require, it can be change according to		[The ammonia consumption for fed to FBI per volume of flue gas shall be less or equal to the guaranteed value.]		[g/Nm ³ gas]	Mass flow meter in chemical feeder and air flow rate in flue gas This test will be executed both term before the commissioning certificate	[Insert Value]

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	Bidder's technical proposal)					and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	
4	Activated Carbon (if require, it can be change according to Bidder's technical proposal)		[The activated carbon consumption for fed to dry reactor of the emission control unit per volume of flue gas shall be less or equal to the guaranteed value.]		[g/Nm ³ gas]	Mass flow meter in chemical feeder and air flow rate in flue gas This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]
5	Chemical agent includes sodium and/or calsium ingredients (if require, it can be change according to Bidder's technical proposal)		[The Chemical agent consumption for fed to dry reactor of the emission control unit per volume of flue gas shall be less or equal to the guaranteed value.]		[g/Nm ³ gas]	Mass flow meter in chemical feeder and air flow rate in flue gas This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]
6	[Chemical Type] 1(if require additional chemicals can be added according to Bidder's technical proposal)		[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]		[kg/ton for solids, l/ton for liquids]	The amount of xxxx consumption is measured using xxxx meter. This test will be executed both term before the commissioning certificate and the contract completion certificate.	[Insert Value]

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						For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	
7	[Chemical Type] 2 (if require additional chemicals can be added according to Bidder's technical proposal)		[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]		[kg/ton for solids, l/ton for liquids]	The amount of xxxx consumption is measured using xxxx meter. This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]
8	[Chemical Type] etc.		[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]		[kg/ton for solids, l/ton for liquids]	The amount of xxxx consumption is measured using xxxx meter. This test will be executed both term before the commissioning certificate and the contract completion certificate. For each terms the duration of this test shall be two weeks, with a total testing duration of six weeks.	[Insert Value]

Design Proposal

The Bidder shall submit a design proposal which should address all requirements specified in Section VII, Employer's Requirements. The following list is provided as an indicative outline of a possible Technical Bid structure:

- Overview
 - References
 - Engineering design qualification (Criteria concerning the design personnel requirements, consistent with such requirement in Section III, Evaluation and Qualification Criteria)
 - Analysis results and Interpretation (if the Bidder requires to analyse the waste sludge in addition of the data provided by the Employer's Requirement, providing the permission of the administration, samples may be taken from the field and additional analyses may be carried out. all costs of the additional analyses will be carried out by the bidder.)
 - Visual representations of both the interior and exterior architectural design (as defined in Section VII – Employer's Requirements – II Design – Build Requirements Part 3 – Material and Equipment – Building Works) of the facility as part of their proposal.
- a) **New Waste to Energy Facility (General):**
- i) Process Description
 - ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and inlet values)
 - iv) Mass balance and heat and calculations of the entire Hurma WTE Facility
 - v) Calculation for the Emission Control Unit
 - vi) General Layout, Layout arrangement, component plans and spot details in A3
 - vii) P&I Diagrams /Process flow diagram
 - viii) Conceptual Site Piping
- b) **Sludge acceptance/storage unit**
- i) General Layout, Layout arrangement, component plans and spot details in A3
 - ii) Conceptual Mechanical Designs
 - iii) Conceptual Architectural Designs
 - iv) Conceptual Electrical Designs
- c) **Pre-Drying Unit:**
- i) Process Description /Technical narrative
 - ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and Load application)
Detailed Process mass and heat balance calculation
 - iv) General Layout, Layout arrangement, component plans and spot details in A3
 - v) P&I Diagrams /Process flow diagram
 - vi) Conceptual Site Piping
 - vii) Conceptual Mechanical Designs
 - viii) Conceptual Architectural Designs
 - ix) Conceptual Electrical and Electro-mechanical Designs
- d) **Odour Control Unit (According to Bidder's technical solution requirement)**
- i) Process Description /Technical narrative

- ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and Load application)
 - iv) General Layout, Layout arrangement, component plans and spot details in A3
 - v) P&I Diagrams /Process flow diagram
 - vi) Conceptual Mechanical-Piping Designs
 - vii) Conceptual Architectural and Structural Designs
 - viii) Conceptual Electrical and Electro-mechanical Designs
- e) Fluidized Bed Incinerator (FBI) unit with heat recovery system**
- i) Process Description /Technical narrative
 - ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and Load application)
Detailed Process mass and heat balance calculation
 - iv) General Layout, Layout arrangement, component plans and spot details in A3
 - v) P&I Diagrams /Process flow diagram
 - vi) Conceptual Site Piping
 - vii) Conceptual Mechanical Designs
 - viii) Conceptual Architectural Designs
 - ix) Conceptual Electrical and Electro-mechanical Designs
- f) Flue Gas Emission Control Unit**
- i) Process Description /Technical narrative
 - ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and Load application)
 - iv) General Layout, Layout arrangement, component plans and spot details in A3
 - v) P&I Diagrams /Process flow diagram
 - vi) Conceptual Mechanical Designs
 - vii) Conceptual Architectural Designs
 - viii) Conceptual Electrical and Electro-mechanical Designs
 - ix) Conceptual Flue gas dispersion Modelling
- g) Energy Recovery Unit with Steam Turbine**
- i) Process Description /Technical narrative
 - ii) Design criteria and basis
 - iii) Process design and calculation of components (including structural modelling and Load application)
Detailed Process heat and energy balance calculation
 - iv) General Layout, Layout arrangement, component plans and spot details in A3
 - v) P&I Diagrams /Process flow diagram
 - vi) Conceptual Mechanical-Piping Designs
 - vii) Conceptual Architectural Designs
 - viii) Conceptual Electrical and Electro-mechanical Designs
- h) ASH Collection and Storage Unit:**
- i) Conceptual Mechanical Designs

- ii) Conceptual Architectural Designs

i) Administration Building/Unit:

- i) Conceptual Mechanical Designs
- ii) Conceptual Architectural Designs

j) Laboratory Building/Unit:

- i) Conceptual Mechanical Designs
- ii) Conceptual Architectural Designs
- iii) Laboratory Equipment List

k) Bio-Gas Tanks Construction and Replacement of Existing Piping

- i) Conceptual Site Piping
- ii) Conceptual Mechanical Designs
- iii) Conceptual Architectural Designs

Proposed design deliverables for Contract execution

The Works shall be designed to withstand all description in accordance with the Employer's Requirements, and the appropriate codes and standards

A soft copy of engineering design calculations (input and output) for all elements in its original electronic file in excel format including clearly defined formulations, sources of the reference for coefficient and the name of used standard formulation etc., along with a hard copy, shall be submitted.

Work Programme, Organization Chart and Construction Management Strategy for Design-Build

1. Design-Build Work Programme

The Bidder shall set out a work programme for design and construction of the Works to be undertaken, including identification of major milestones and critical path. The proposed work programme shall be developed based on the Employer's Requirements and shall describe the:

- a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer's Representative
- b) processes and deliverables needed to commence the Works;
- c) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence; and
- d) testing, commissioning and handing over of the completed Works.

2. Organization Chart

The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Design Build. The organization chart shall include the names of all Key Personnel.

3. Construction Management Strategy

The Bidder shall submit a construction management strategy which should address all requirements specified in Section VII, Employer's Requirements. The following list is provided as an indicative outline of a possible Technical Bid structure:

- a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- b) Subcontractor selection and management;
- c) proposals for training all Contractor's personnel attending Site;
- d) stakeholder engagement;
- e) obtaining and managing consents, permits and approvals;
- f) Site setup proposals including access, accommodation, welfare facilities, arrangement for Works and Material storage;
- g) construction phasing proposals including sequence of work and management of conflicting activities;
- h) ensuring that geotechnical investigations or other advance works meet the ESHS requirements;
- i) risk management approach for geotechnical and subsurface aspects of the Works;
- j) quality management system including a draft of the quality management plan;
- k) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- l) arrangements for testing upon completion of the Works;
- m) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- n) Reporting arrangements.

Operation Service

The Bidder shall set out a detailed plan for the Operation Service which should address all requirements specified in Section VII, Employer's Requirements. The following list is provided as an indicative outline of a possible Technical Bid structure:

- a) Organisation and key personnel;
- b) Operations proposals;
- c) Preventative and reactive maintenance;
- d) Monitoring sludge quality and flows;
- e) The operational systems to be developed, including details of any standards to be adopted or followed for example with respect to managing environmental, social and health and safety risks during operation;
- f) Training of Contractor's Personnel;
- g) Knowledge transfer to Employer's personnel;
- h) Asset replacement;
- i) Preparation of required documents and manuals;
- j) Quality assurance;
- k) Hand-back arrangements;
- l) Emergency Preparedness and Response Plan; and
- m) Reporting arrangements.

Environmental, Social, Health and Safety (ESHS) Methodology

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet the requirements and objectives specified in Section VII, Employer's Requirements - ESHS Specifications. **If the ESHS Specifications are not included in the Bidding Documents, this requirement is not applicable.**

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Worksite Environmental and Social Management Plan (Worksite - ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

In order to address the highly sensitive ESHS issues highlighted during the project's environmental and social impact assessment, **the ESHS Methodology shall provide detailed information on the management of the items listed in the table of Annex 3, paragraph 1. "Essential ESHS issues of worksite management" in Section VII, Employer's Requirements.** The purpose is not for the Bidder to provide one more time policies and internal procedures which were requested in the Prequalification phase but to provide a concrete ESHS methodology adapted to the worksites environment.

A Bid for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

List of Subcontractors

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub-activity indicated. For any additional Subcontractor (that is not the specialized Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITB 14.2), Bidders are free to propose more than one for each activity/sub-activity, in accordance with ITB 32.3.

Activity/Sub-Activity	Proposed Subcontractors	Nationality

Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations using the Form hereby attached.

Form of Subcontractor ESHS Undertaking

Date: _____

Bid No.: _____

Alternative No.: _____

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

To: *[insert the name of the Employer's agency]*

We, the undersigned, confirm that we have read, understand and will comply with the ESHS Specifications for the above mentioned contract.

Name of the proposed Subcontractor: _____

Name and title of the person signing this undertaking on behalf of the Subcontractor: _____

[Signature of the person named above]

[Date signed]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed (day month year): _____

Personnel Proposed

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

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

No.	Position	Academic Graduation	Total work experience (years)	In similar ¹ works experience (years)
Design Phase				
1	Project Manager			
2	Cost and Quality Expert			
3	Design Expert			
4	Technical Office Manager			
5	Mechanical Engineer			
6	Civil Engineer			
7	Electrical and Automation Engineer			
Build (Construction) Phase				
1	Project Manager			
2	Environmental Expert			
3	Social Expert			
4	Health and Safety Expert			
5	Cost and Quality Expert			
6	Construction Chief Site Manager			
7	Technical Office Manager			
8	Mechanical Engineer			
9	Civil Engineer			
10	Surveyor			
11	Electrical Engineer			
12	SCADA Automation Expert			
Operation Phase				
1	Project Manager			
2	Environmental Expert			
3	Social Expert			

4	Health and Safety Expert			
5	Cost and Quality Expert			
6	Operation Service Expert			
7	Mechanical Engineer			
8	Electrical and Electronic Engineer			
9	SCADA Automation Expert			
10	Laboratory Worker			

¹ Similar Works are described in Section VII – Employer's Requirements I – General Information, item 1,6.9. Technical proposal shall be submitted according to mentioned experiences.

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

Name of Bidder: _____

Position: _____		
Personnel information	Name: _____	Date of birth: _____
	Professional qualifications: _____ _____	
Present employment	Name of Employer: _____	
	Address of Employer: _____ _____	
	Telephone: _____	Contact (manager / personnel officer): _____
	Fax: _____	Email: _____
	Job title: _____ _____	Years with present Employer: _____

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Declaration

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

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

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

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

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

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

Signature: _____

Date (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form EQU: 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 ☐ Leased ☐ Rented ☐ 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: _____	Email: _____
Agreements	Details of rental / lease / manufacture agreements specific to the project: _____ _____ _____ _____	

Bidders Qualification Forms

The Bidder shall update the information provided during the corresponding initial selection exercise to demonstrate that he continues to meet the criteria used at the time of initial selection by using the relevant Forms included in Section IV, Bidding Forms. If needed, the Bidder may use any of the Initial Selection Documents forms to notify a change which occurred following the Initial Selection. The Employer reserves the right to request updated financial resources from the Bidder.

Form FIN–3.3:
Financial Resources

[The following table shall be filled in by the Bidder and all parties combined in case of a Joint Venture.]

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as required during the Initial Selection process (see Section III, Initial Selection Criteria and Requirements).

Financial Resources		
No.	Source of financing	Amount (EUR equivalent)
1		
2		
3		
...		

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

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Telephone and Fax	Value of Outstanding Work (Current EUR Equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (EUR/month)
1					
2					
3					
4					
5					
...					

Form of Bid Security

Demand Guarantee

Beneficiary: _____

Invitation of Bids No.: _____

Date: _____

Bid Guarantee No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "**the Bidder**") has submitted or will submit to the Beneficiary its bid (hereinafter called "**the Bid**") for the execution of _____ under Invitation for Bids No. _____ ("**the IFB**").

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

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

- a) Has withdrawn its Bid during the period of bid validity set forth in the Bidder's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or
- b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Bidder, (i) has failed to execute the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("**ITB**") of the Beneficiary's Bidding Documents.

This guarantee will expire:

- a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or
- b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Bidder of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

[Signature(s)]

Form of Bid-Securing Declaration (Not-Applicable)

Date: _____

Bid No.: _____

Alternative No.: _____

To: _____

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid or any extension thereto accepted by us; or
- b) Having been notified of the acceptance of our Bid by the Employer during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Name of the Bidder¹: _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder²: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____ day of: _____

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the Bid.]

¹ In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

² Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

Section V – Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI – AFD Policy - Corrupt and Fraudulent Practices – Environmental and Social Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person² means:
 - The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
 - Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

PART 2 – Employer's Requirements

This part has been attached as a separate document

PART 3 – Conditions of Contract and Contract Forms

Section VIII – General Conditions of Contract (GCC)

The Conditions of Contract are the "General Conditions" which form part of the *Conditions of Contract for Design, Build and Operate Projects first edition 2008* published by the Fédération Internationale Des Ingénieurs–Conseils (FIDIC) and the following "Particular Conditions" which include amendments and addition to such General Conditions.

For the 2008 Gold Book:

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The Conditions of Contract are the "*General Conditions*" which form part of the "*Conditions of Contract for Design, Build and Operate Projects first edition 2008*" published by the Fédération Internationale Des Ingénieurs – Conseils (FIDIC) and the following "*Particular Conditions*" which comprise of AFD's amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Design, Build and Operate Projects*" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)
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www.fidic.org
FIDIC code: ISBN13: 978-2-88432-052-8

**Appendix –
General Conditions of Dispute Adjudication Agreement is replaced with the following:**

**APPENDIX A –
General Conditions of Dispute Board Agreement**

1 Definition

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- a) The "Employer";
- b) The "Contractor"; and
- c) The "Member" who is defined in the Dispute Board Agreement as being:
 - (i) The sole member of the DB ("Dispute Board") or the Operation Service DB (as appropriate), and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) One of the three persons who are jointly called the "DB" and, where this is the case, the other two persons are called the Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2 General Provision

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- a) The Commencement Date defined in the Contract;
- b) When the Employer, the Contractor and the Member have each signed the Dispute Board Agreement; or
- c) When the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a Dispute Board Agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70-days' Notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

The language to be used in all communications, reports, decisions and during all meetings and hearings relating to the business of either the DB or the Operation Service DB shall be the language for communications stated in the Contract Data.

3 Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Employer's Representative. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- a) Experienced in the work which the Contractor is to carry out under the Contract;
- b) Experienced in the interpretation of contract documentation; and
- c) Fluent in the language for communications defined in the Contract.

If there is a challenge of a DB Member by either Party or, in the case of a three-person DB, jointly by the Other Members, for lack of independence, notwithstanding any disclosure made or not made by that Member under Clause 4 [*General Obligations of the Member*] of these General Conditions of Dispute Board Agreement, the challenging

Party or Members (as the case may be) may refer the alleged lack of independence to the appointing entity named in the Contract Data under Sub-Clause 20.4 [*Failure to Agree Dispute Board*] of the General Conditions of Contract. If the appointing entity considers it to be prudent or necessary, it may refer the matter to an independent professional person or body (such as the International Chamber of Commerce) to review and assess the challenge. If such person or body is of the opinion that the Member in question is no longer independent as required by the terms of the Dispute Board Agreement, the Member shall be removed from the DB and the appointing entity shall, without delay, appoint a new Member. Any costs or fees due to the independent person or body shall be shared equally between the Parties.

**4 General
Obligations of the
Member**

The Member shall:

- a) Have no interest financial or otherwise in the Employer, the Contractor or Employer's Representative, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- b) Not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Employer's Representative, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- c) Have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Employer's Representative, and any previous involvement in the overall project of which the Contract forms part;
- d) Not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Employer's Representative, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- e) Comply with the annexed "Procedural Rules for Dispute Board Members" ("Rules") and with Sub-Clause 20.5 [*Avoidance of Disputes*] of the General Conditions of Contract;
- f) Not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural Rules;
- g) Not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Employer's Representative regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- h) Ensure his/her availability for all Site visits and hearings as are necessary;
- i) Become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- j) Treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- k) Be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

**5 General
Obligations of the
Employers and
the Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for

compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- a) Be appointed as an arbitrator in any arbitration under the Contract;
- b) Be called as a witness to give evidence concerning any Dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- c) Be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a Dispute to the DB or the Operation Service DB under Sub-Clause 20.6 [*Obtaining Dispute Board's Decision*] or Sub-Clause 20.10 [*Disputes Arising during the Operation Service Period*] of the General Conditions of Contract, which will require the Member to make a Site visit and attend a hearing, the referring Party shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6 Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- a) A retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) Being available on 28 days' notice for all Site visits and hearings;
 - (ii) Becoming and remaining conversant with all project developments and maintaining relevant files, in accordance with sub-paragraph (i) of Clause 4 hereof [*General Obligations of the Member*];
 - (iii) (All office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) All services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Commissioning Certificate is issued for the whole of the Works.

During the periods when the Operation Service DB is acting, the retainer fee shall be paid monthly until the end of the month in which the appointment expires or is otherwise terminated, or the Member resigns.

- b) A daily fee which shall be considered as payment in full for:
 - (i) Each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
 - (ii) Each working day on Site visits, hearings or preparing decisions; and
 - (iii) Each day spent reading submissions in preparation for a hearing;
- c) All reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses, including visa charges) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges and faxes: a receipt shall be required for each

item in excess of five percent (5%) of the daily fee referred to in sub-paragraph (b) of this Clause;

- d) Any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.9 [*Delayed Payment*] of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without Notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7 hereof.

7 Default and Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' Notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by Notice to the Member. The Notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by Notice to the Employer and the Contractor. The Notice shall take effect when received by them both.

Any such Notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a Notice by the Employer or the Contractor, but not by both, shall be of no effect.

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB or the Operation Service DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each

of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

8 Disputes

Any Dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

PROCEDURAL RULES FOR DISPUTE BOARD MEMBERS

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming Disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Employer's Representative and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the Site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any Dispute is referred to the DB in accordance with Sub-Clause 20.6 [Obtaining Dispute Board's Decision] or Sub-Clause 20.10 [*Disputes Arising during the Operation Service Period*] of the General Conditions of Contract, the DB shall proceed in accordance with the said Sub-Clauses 20.6 and 20.10, and these Rules, or as otherwise agreed by the Employer and the Contractor in writing. Subject to the time allowed to give Notice of a decision and other relevant factors, the DB shall:
 - a) Act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case; and
 - b) Adopt procedures suitable to the Dispute, avoiding unnecessary delay or expense.
6. The DB may conduct a hearing on the Dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. If, within 14 days after giving its decision, the members of the DB find and agree that such decision contained errors of fact or principle, the Chairman of the DB (or the sole Member if applicable) shall advise the Employer and the Contractor of the error and issue an addendum to its decision in writing to both Parties.
8. If, within 14 days of receiving a decision from the DB, either Party believes that such decision contains an ambiguity, that Party may seek clarification from the DB in writing with a copy of such request to the other Party. Within 14 days of receiving such a request, the DB shall respond with a copy to the other Party, and if the DB is of the opinion that the decision did contain an error or ambiguity, it may correct its decision by issuing an addendum to its original decision.
9. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Employer's Representative, and to proceed in the absence of any party who the DB is satisfied received Notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
10. The Employer and the Contractor empower the DB, among other things, to:
 - a) Establish the procedure to be applied in deciding a Dispute;

- b) Decide upon the DB's own jurisdiction, and as to the scope of any Dispute referred to it;
 - c) Conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules;
 - d) Take the initiative in ascertaining the facts and matters required for a decision;
 - e) Make use of its own specialist knowledge, if any;
 - f) Decide upon the payment of financing charges in accordance with the Contract;
 - g) Decide upon any provisional relief such as interim or conservatory measures; and
 - h) Open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Employer's Representative, relevant to the Dispute.
11. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.6 [*Obtaining Dispute Board's Decision*], or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:
- a) It shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - b) It shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - c) If a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision; unless:
 - (i) Either the Employer or the Contractor does not agree that they do so; or
 - (ii) The absent Member is the chairman and he/she instructs the other Members not to make a decision.

APPENDIX B –
Corrupt and Fraudulent Practices Policy – Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- c) Corruption of a Private Person² means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

**APPENDIX C –
Eligibility Criteria**

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - d) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
 - e) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - f) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section IX – Particular Conditions of Contract

(PCC)

INTRODUCTION

The **Conditions of Contract** comprise the "**General Conditions**", which form part of the "Conditions of Contract for Design, Build and Operate Projects First Edition 2008" published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), "**Particular Conditions Part A - Contract Data**" and "**Particular Conditions Part B – Special Provisions**", which include amendments and additions to the General Conditions.

The provisions in the Particular Conditions Part B – Special Provisions take precedence over the equivalent provisions under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Particular Conditions Part A – Contract Data take precedence over the Particular Conditions Part B – Special Provisions. Any other parts of the General Conditions not referred to in the following Particular Conditions Part B – Special Provisions, shall remain unchanged and valid for the application of the Contract.

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Part A – Contract Data

Conditions	Sub-Clause	Data				
Contract name and identification	N/A	ASAT-C1 Waste Sludge Incineration and Energy Recovery Facility Project				
Contractor’s Key Personnel names and contact details:	1.1.21 & 6.9		No.	Position	Name of Personnel	Contact Details
			Design-Phase			
			1	Project Manager		
			2	Cost and Quality Expert		
			3	Design Expert		
			4	Technical Office Manager		
			5	Mechanical Engineer		
			6	Civil Engineer		
			7	Electrical and Automation Engineer		
			Build (Construction) Phase			
			1	Project Manager		
			2	Environmental Expert		
			3	Social Expert		
			4	Health and Safety Expert		
			5	Cost and Quality Expert		
			6	Construction Chief Site Manager		
			7	Technical Office Manager		
			8	Mechanical Engineer		
			9	Civil Engineer		
			10	Surveyor		
			11	Electrical Engineer		
			12	SCADA Automation Expert		
			Operation-Phase			
			1	Project Manager		
			2	Environmental Expert		
			3	Social Expert		
			4	Health and Safety Expert		
			5	Cost and Quality Expert		
			6	Operation Service Expert		

Conditions	Sub-Clause	Data				
			7	Mechanical Engineer		
			8	Electrical and Electronic Engineer		
			9	SCADA Automation Expert		
			10	Laboratory Worker		
Cut-Off Date (number of days after the Time for Completion of Design-Build):	1.1.26	182 days				
Employer's name and address:	1.1.32	Antalya Metropolitan Municipality General Directorate of Antalya Water and Wastewater Administration (ASAT) Address: Fabrikalar Mahallesi Dumlupınar Bulvarı No.5 Antalya, Türkiye Telephone: + 90 242 310 12 00 Fax: + 90 242 310 12 01 Web site: www.asat.gov.tr				
Employer's Representative's name and address: – For the Design Build Period: – For the Operation Service Period:	1.1.35	ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr				
		ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr				
		ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr				
Parts of the Works that shall be designated a Section for the purposes of the Contract:	1.1.70	Not Applicable				
Time for Completion of Design-Build:	1.1.78 & 9.2	24 months (including 8 months Design Service Period)				
Time for completion of each Section:	1.1.78 & 9.2	Not Applicable				
ESHS Specifications:	1.1.88	ESHS Specifications are applicable: Yes ☒ / No ☐				

Conditions	Sub-Clause	Data
Agreed systems of electronic transmission:	1.3	gezer@aldas.com.tr
Employer's Representative contact details for communications: – For the Design-Build Period:	1.3	ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr
– For the Operation Service Period:		ALDAŞ Infrastructure Management and Consultancy Services Industry and Trade Inc. Address: Gülveren Mah. 3760 Sokak No:15/1 07220 Kepez /Antalya /Türkiye Telephone: +90 (242) 259 32 16 (pbx) Electronic mail address: yonetim@aldas.com.tr Web page: www.aldas.com.tr
Contractor's name and address for communications:	1.3	_____ _____ [insert the full name and address of Contractor (street, number, city or town, country)]
Governing Law:	1.4	Contract shall be governed by the law of Türkiye
Ruling Language:	1.4	English
Language for communications:	1.4	English
Time for access to the Site:	2.1	No later than the Commencement Date.
Employer's Representative's Duties and Authority:	3.1	The Employer's Representative shall obtain the specific approval of the Employer in the following instances : ☐ Issuing any instruction resulting in substantial changes to the Works, or an increase of the Contract Price and/or an extension of the Time for Completion; ☐ Instructing a Variation under Sub-Clause 13.1, and/or approving a proposal for Variation under Sub-Clause 13.3 submitted by the Contractor in accordance with Sub-Clause 13.1 or 13.2; ☐ Instruction for use of Provisional Sums under Sub-Clause 13.5.
Contractor's General Obligations ESHS	4.1	The Contractor shall implement the Code of Conduct ESHS and the Work Site Environmental and Social Management Plan (Work Site -ESMP) submitted as part of the bid and accepted under the Contract as a minimum requirement. The Contractor shall prepare Quarterly Environmental and Social Monitoring Reports (consistent with the ESIA included in the contract annex) to manage the ESHS risks and impacts of ongoing works and submit them to the Employer's Representative for approval. This Work Site ESMP Section VII- Employer's Requirements

Conditions	Sub-Clause	Data
		Annex-3. , 1. Essential ESHS issues of Work site Management must include the topics specified therein. In addition to the plans mentioned above, the Contractor shall also prepare a Complaint Mechanism: If the Employer's Representative finds the measures taken by the Contractor to address environmental, social, health, and safety risks and their impacts to be inadequate, work shall not commence, including mobilization activities and/or pre-construction preparation activities. (e.g., research and geotechnical studies for the selection of ancillary facilities such as service roads, site accesses, and limited space clearing for site establishment, quarries, and borrow areas, etc.). The first draft of the Work Site - ESMP shall be provided by the Contractor within 28 days from the date of entry into force of the Contract Agreement. The Work Site - ESMP shall be reviewed (at least once every six (6) months) and updated as necessary, with the Employer's Representative, to ensure it contains appropriate measures for the Work activities to be performed. In this case, the Contractor shall fulfill its obligations in accordance with the updated Work Site - ESMP document.
Performance Security:	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of <i>10%</i> of the Accepted Contract Amount for the Design Build and in the same currency(ies) of the Accepted Contract Amount.
Reduction in Performance Security at the end of the Retention Period:	4.2	<i>50%</i>
Subcontractors:	4.4	Direct payment of Subcontractors is allowed: ☐ yes / ☒ no
Nominated Subcontractors	4.5	The Employer intends to have certain specific parts of the Works executed by the following nominated Subcontractors: <i>None</i>
Period for notification of errors, faults and other defects in the Employer's Requirements:	5.1	28 days after the Commencement Date.
Contractor's Documents requiring approval.	5.2	In addition to the documents listed in the Employer's Requirements, the Contractor shall provide the following documents as part of the Contract: a) Shop drawings to be approved by the Employer's Representative prior to starting the Works; b) As-built drawings to be approved by the Employer's Representative prior to completion of the Works; and c) Operation and maintenance manuals.
Normal working hours on the Site:	6.5	As per relevant provisions of Turkish Labour Law No. 4857.
Locally recognized days of rest	6.5	As per relevant provisions of Turkish Labour Law No. 4857.
Operation Service Period:	8.2	24 months
Extension of Time for Completion of	9.3	The following climate conditions are considered as exceptionally adverse for the purpose of an extension of the Time for Completion:

Conditions	Sub-Clause	Data
Design-Build / Exceptionally adverse climatic conditions		– Rainfall: <i>above 100 mm during one day</i> – Wind speed: <i>above 50 km/h during one day</i> – Temperature: <i>below -10°C or above 50 °C during one day</i>
Amount of delay damages	9.6	<i>Delay damages per day is 0,01% of the Accepted Contract Amount for Design-Build.</i>
Maximum amount of delay damages:	9.6	<i>10% of the Accepted Contract Amount for Design-Build.</i>
Maximum amount of compensation payable by Contractor:	10.6(a)	100% of the Accepted Contract Amount for the Operation Service.
Maximum amount of compensation payable by Employer:	10.6(b)	100% of the Accepted Contract Amount for the Operation Service.
Percentage rate to be applied to Provisional Sums:	13.5	15%
Contract Price and Rates and Prices to be adjusted for changes in cost as further detailed in the Schedule of Payments: a) Design-Build b) Operation Service	13.8	Yes Yes
The Contract Price:	14.1	The accepted contract amount excluding VAT will be financed by AfD via CTR1084 Credit Facility Agreement. The VAT will be financed by the Employer. However, the Employer intends to obtain an investment incentive certificate for the work items within the scope of this contract. The Contractor must issue a separate exception invoice for the work items within the scope of the investment incentive certificate. The following taxes, duties and fees exemptions apply to the Contract only VAT exemption will be applied for equipment listed in investment incentive certificate during the execution of the Contract.
Amount of Advance Payment (percent of Accepted Contract Amount for the Design-Build):	14.2	Percentage of the Accepted Contract Amount for the Design-Build payable in the currencies and proportions in which the Accepted Contract Amount for the Design-Build is payable: 20% of the Accepted Contract Amount for the Design-Build. The first Interim Payment Certificate for Advance Payment will include 50% of the total amount of Advance Payment. It will be issued at the Commencement Date. The second Interim Payment Certificate for the Advance Payment will include the remaining 25% of the total amount of the Advance Payment. It will be issued <i>after the approval of the Preliminary Design Deliverables (PDD)</i>.

Conditions	Sub-Clause	Data
		The second Interim Payment Certificate for the Advance Payment will include the remaining 25% of the total amount of the Advance Payment. It will be issued <i>after the approval of the Final Design Deliverables (FDD)</i> .
Percentage deductions for the repayment of the Advance Payment:	14.2	40%
Requirements for submission of Statements if different from the GCC and PCC:	14.3	During the execution of the contract, five hard copies and one digital copy of Statements will be submitted by the Contractor.
Percentage of Retention:	14.3	Retention rate: Five percent (5%) of the total amount of each interim payment amount, excluding VAT.
Limit of Retention Money:	14.3	5% of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificate applicable for the Design-Build:	14.7(b)	1% of the Accepted Contract Amount The Contractor shall submit the Interim Payment Certificate Report, which shows the amounts he/she is deemed to be entitled to for the work done in the previous month, in the form of tables approved by the Employer's representative within the first seven business days of each month, in 5 hard copies and 1 digital copy to the Employer's Representative.
Financing charges for delayed payment:	14.9	The interest rate for payments in local and foreign currencies is as per Part B-Specific Provisions GCC 14.9.
Currencies, proportions and rates of exchange of Contract Price:	14.17	As stated in the Appendix 1 to the Contract Agreement – Schedule of Payments.
Currencies of Payment of damages shall be: – During the Design-Build – During the Operation Service:	14.17	As stated in the Appendix 3 to the Contract Agreement –Performance Damages. As stated in the Appendix 3 to the Contract Agreement –Performance Damages.
Maximum total liability of the Contractor shall not exceed:	17.8	100% of the Accepted Contract Amount.
Insurance for the Works - Permitted deductible limits:	19.2(a)(i)	Insurance amount is 100% of the Accepted Contract Amount for design-build works. Deductible limits for each clause: A maximum of 2% of the insurance amount should be applied as a deductible limit for earthquake, flood, landslide. Other deductible limits are as follows, but not limited to:

Conditions	Sub-Clause	Data
		Other natural events: 5,000 Euros 3rd Party Liability damages: 1,000 Euros Underground cable and facility damages: 3,000 Euros The Contractor will be responsible for the compensation of the amounts corresponding to the exemptions included in the policy. Since the responsibilities and obligations assumed by the Contractor under the contract are not limited by the said insurances, in cases where the Contractor is at fault, as specified in the article “Instances not covered by the coverage” of the general conditions of construction insurance policies, the Contractor will not be able to make any claims from the Employer for the amounts not paid by the insurance due to the fault. The Contractor is also responsible for covering all demands and claims arising from the actions and deeds of the Contractor or subcontractors within or outside the scope of insurance.” The policy shall include the following provisions: “The policy cannot be changed or cancelled without the written permission of the Employer and the damage amounts incurred will not be paid to the insured without the written permission of the Employer.”
Insurance for the Works – Employer's Risks:	19.2(a)(4)	Employer's Risks under GCC Sub-Clause 17.1(b)(iii) to form part of the insurance cover provided by the Contractor: None.
Insurance for the Works – Exceptional Risks:	19.2(a)(5)	Exceptional Event under GCC Sub-Clause 18.1(f) to form part of the insurance cover provided by the Contractor: None.
Insurance of Contractor's Equipment (minimum amount required):	19.2(b)	The Contractor will submit to the Employer a list of equipment to be used on the construction site, along with their insurance values. The minimum insurance amount for this subject will be the replacement cost of the equipment transported to the construction site. Uninsured equipment will not be allowed to be kept on site. For loss or damage to any property (excluding the Work, Facility, Materials and Equipment) that may occur depending on the contract: The minimum amount for each case will be 200,000 EUR (two hundred thousand Euros) and the minimum total policy amount will be 800,000 EUR (eight hundred thousand Euros).
Minimum amount of professional liability insurance required during the Design-Build Period:	19.2(c)	- Limit of liability of any one professional error or omission: Min. 2.000.000 EUR - The aggregate amount for which the insurer is liable in respect of all damages paid in the period of insurance: Min. 4.000.000 EUR
Period for which professional liability insurance required during the Design-Build Period:	19.2(c)	7 years
Minimum amount of insurance required for injury to persons and damage to property:	19.2(d)	No limitation on endurance of events Minimum of EUR 200,000 per event Third party financial liability insurance will be minimum EUR 200,000 per case physical and material, Total policy amount will be EUR 1,500,000 (one million five hundred thousand Euros).

Conditions	Sub-Clause	Data
Minimum amount of fire extended cover insurance required:	19.3(a)	Minimum amount of insurance shall equal the total amount of Price Schedule 2 + Schedule 3 + Schedule 4.
Minimum amount of insurance required to cover injury to any person and damage to property:	19.3(b)	No limitation on endurance of events Minimum of EUR 200,000 per event Third party financial liability insurance will be minimum EUR 200,000 per case physical and material, Total policy amount will be EUR 1,500,000 (one million five hundred thousand Euros).
Other optional operational insurances:	19.3(e)	Neighbourhood Liability Insurance: minimum 1.500.000 EUR Machinery Breakdown: the minimum shall be the amount of the mandatory and recommended spare parts
Minimum amount of professional liability insurance required during the Operation Service Period:	19.3(f)	5% of the Accepted Contract Amount for the Operation Service Period.
Period for which professional liability insurance required during the Operation Service Period:	19.3(f)	<i>7 years after the date of the Commissioning Certificate.</i>
Date of appointment of the Dispute Board (or DB):	20.3	28 days after the Commencement Date.
The DB shall be comprised of:	20.3	one sole Member
List of potential DB sole members:	20.4	proposed by the Employer: Prof. Dr. iur. Erdem BÜYÜKSAĞIŞ The hourly wage of the referee will be TMMOB market rates and with documentation, travel, accommodation, local transportation, stationery, etc. reimbursable expenses will be paid. The CV of the proposed referee is provided below; PROFESSIONAL BACKGROUND • University of Fribourg (IBL) September 2013 – Until now Professor • Yeditepe University (Faculty of Law) September 2020 – Until now: Professor Professor • Stanford Law School August 2018 – June 2019 Professor- Fulbright Visiting Scholar EDUCATION Venia docendi (Law of Obligations) and Comparative Law), September 2013 University of Fribourg (Switzerland) Associate Professorship (Private Law), December 2010 YÖK LL.M. (International Trade Law), May 2010 Georgetown University School of Law (Washington D.C.) PhD (Private Law), June 2004

Conditions	Sub-Clause	Data
		University of Fribourg (Switzerland) Honorable Mention: magna cum laude BA, 1993-1997 Ankara University School of Law PROFESSIONAL MEMBERSHIPS • Istanbul Bar Association, Barrister (Bar number: 40354) • European Center for Tort and Insurance Law (ECTIL - Austria) • European Law Institute (ELI - Austria) • Swiss Arbitration Association (ASA - Switzerland) • British Institute of International and Comparative Law (BICL - England) • ICC (Türkiye) LANGUAGES Turkish (native) English (fluent) German (fluent) French (fluent)
Appointing entity (official) for DB members, if not agreed between Parties:	20.4	President of FIDIC, or a person appointed by him/her.
Institution and rules administering the arbitration	20.8(a)	For a foreign Contractor, all disputes shall be finally resolved by one or more arbitrators appointed in accordance with the Conciliation and Arbitration Rules of the International Chamber of Commerce. For a local Contractor (a Contractor whose country of origin is the Republic of Türkiye) or in the case of a Joint Venture led by a local Contractor: All disputes related to Agreement shall be finally resolved in accordance with the Conciliation and Arbitration Rules of the Istanbul Arbitration Center (ISTAC) Arbitration and Mediation Rules.
The place of arbitration:	20.8(a)	For a foreign Contractor (other than French): Paris, France For a local Contractor: Istanbul, Türkiye

Part B – Specific Provisions

CLAUSE 1: GENERAL PROVISIONS	
Sub-Clause 1.1 - Definitions	
Sub-Clause 1.1.1: Accepted Contract Amount	<i>Delete reference to "Asset Replacement Fund".</i>
Sub-Clause 1.1.2: Asset Replacement Fund	<i>This Sub-Clause is not applicable, to be deleted.</i>
Sub-Clause 1.1.3: Asset Replacement Schedule	<i>This Sub-Clause is not applicable, to be deleted.</i>
Sub-Clause 1.1.4: Auditing Body	<i>This Sub-Clause is not applicable, to be deleted.</i>
Sub-Clause 1.1.11: Contract Agreement	<i>Delete "(if any)" from the definition.</i>
Sub-Clause 1.1.21: Key Personnel	<i>The following is added at the end of the sub-clause: "Contractor's Personnel includes Key Personnel as named in Part A - Contract Data."</i>
Sub-Clause 1.1.24: Cost Plus Profit	<i>Add the following new paragraph to the end of the Sub-Clause:</i> <i>"In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost."</i>
Sub-Clause 1.1.27: DAB	<i>The whole Sub-Clause is replaced with:</i> <i>"DB means the person or three persons appointed under Sub-Clause 20.3 [Appointment of the Dispute Board] or Sub-Clause 20.4 [Failure to Agree on the Composition of the Dispute Board] or Sub-Clause 20.10 [Disputes Arising under the Operation Service Period]".</i>
Sub-Clause 1.1.33: Employer's Equipment	<i>Delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i>
Sub-Clause 1.1.49: Letter of Tender	<i>Insert "or Letter of Bid" after "Letter of Tender".</i>
Sub-Clause 1.1.51: Maintenance Retention Fund and Maintenance Retention Guarantee	<i>This Sub-Clause is not applicable, to be deleted.</i>
Sub-Clause 1.1.62: Plant	<i>Add to the end: "...including vehicles purchased for the Employer and relating to the construction or operation of the Works."</i>
Sub-Clause 1.1.66: Retention Period	<i>The following Sub-Clause is modified as follows:</i> <i>"Retention Period" means the period of 1 year after the date stated in the Commissioning Certificate.</i>
Sub-Clause 1.1.72: Site	<i>After "are to be executed", ", including storage and working areas," is added.</i>
New Sub-Clause 1.1.84: Accepted Contract Amount for the Design Build	<i>The following is added as a new Sub-Clause:</i> <i>"1.1.84 "Accepted Contract Amount for the Design Build" means the amount accepted in the Letter of Acceptance for the Design-Build of the Works;"</i>
New Sub-Clause 1.1.85: Accepted Contract Amount for the Operation Service	<i>The following is added as a new Sub-Clause:</i> <i>"1.1.85 "Accepted Contract Amount for the Operation Service" means the amount accepted in the Letter of Acceptance for the provision of the Operation Service;"</i>
New Sub-Clause 1.1.86: AFD	<i>The following is added as a new Sub-Clause:</i>

	"1.1.86 "AFD" means <i>Agence Française de Développement</i> , being specified that, according to French laws and regulations, AFD is not a bank but a Specialized Financial institution ("Institution Financière Spécialisée")."
New Sub-Clause 1.1.87: EPP	<i>The following is added as a new Sub-Clause:</i> "1.1.87 "EPP" stands for stands for Environmental Protection Plan, and has the meaning defined in the ESHS Specifications."
New Sub-Clause 1.1.88: ESHS Specifications	<i>The following is added as a new Sub-Clause:</i> "1.1.88 "ESHS Specifications" means the document entitled environmental, social, health and safety specifications, as included in the Employer's Requirements, and any additions and modifications to it in accordance with the Contract. Such document specifies the environmental, social, health and safety obligations of the Contractor."
New Sub-Clause 1.1.89: Existing Facilities	<i>The following is added as a new Sub-Clause:</i> "1.1.89 "Existing Facilities" means the existing plant, equipment, buildings and other assets at the Site to be taken over and operated by the Contractor as further described in the Employer's Requirements."
New Sub-Clause 1.1.90: Influent	<i>The following is added as a new Sub-Clause:</i> "1.1.90 "Inlet Sludge" means the dewatered sludge 18% DS and dried sludge 90% DS entering the Works at the delivery point to the Works)."
New Sub-Clause 1.1.91: Influent Baseline	<i>The following is added as a new Sub-Clause:</i> "1.1.91 "Inlet Sludge Baseline" means the characteristics of the inlet sludge as set out in the Employer's Requirements, used as the baseline for the design of the Works;"
New Sub-Clause 1.1.93: Performance Guarantees	<i>The following is added as a new Sub-Clause:</i> "1.1.93 "Performance Guarantees" means the standards to be achieved by the Contractor during the Operation Service Period and includes the standards specified in the Schedule of Performance Guarantees."
New Sub-Clause 1.1.94: Project Area	<i>The following is added as a new Sub-Clause:</i> "1.1.94 "Project Area" has the meaning defined in the ESHS Specifications."
New Sub-Clause 1.1.95: Schedule of Performance Guarantees	<i>The following is added as a new Sub-Clause:</i> "1.1.95 "Schedule of Performance Guarantees" means the schedule set out in Appendix 2 to the Contract Agreement specifying the core Performance Guarantees to be met by the Works and achieved by the Contractor at commissioning and throughout the whole Operation Service Period;"
New Sub-Clause 1.1.96: Worksite - ESMP	<i>The following is added as a new Sub-Clause:</i> "1.1.96 "Worksite - ESMP" stands for Worksite Environmental and Social Management Plan, and has the meaning defined in the ESHS Specifications."
Sub-Clause 1.2: Interpretation	<i>The following is added at the beginning of the Sub-Clause:</i> "Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of the Parties thereunder shall be prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1 ^{er} , 75008 Paris, France". <i>Add to the end of listing new items (g), (h) and (i):</i> (g) "the word "Tender" is synonymous with "Bid" and "Tenderer" with "Bidder" and the words "Tender Documents" with "Bidding Documents";

	(h) the words "Schedule of Guarantees" are synonymous with "Schedule of Performance Guarantees" under the Contract; (i) the words "Contractor's Proposal" are synonymous with "Contractor's Technical Bid".
Sub-Clause 1.3: Notices and Other Communications	<i>In the first paragraph, delete "...and requests..." and replace with "...requests and discharges...".</i> <i>Add the following at the end of item (c), after "Contract Data" and before ";":</i> "In case of electronic transmission, these communications shall be in the form of an un-editable record attached to an electronic mail, such as a PDF document for instance, and any other communication transmitted in a different manner, such as the email body text, shall not be construed as communication under the Contract;" <i>Before the last paragraph, add the following sentence:</i> "Delivery of communications, by any authorized method of transmission, shall be made against receipt."
Sub-Clause 1.5: Priority of Documents	<i>At the end of sub-paragraph (a), delete "(if any)".</i>
Sub-Clause 1.6: Contract Agreement	<i>In the first sentence delete "...they agree otherwise." and replace with: "...these Particular Conditions establish otherwise."</i>
Sub-Clause 1.7: Operating License	<i>Delete the first two paragraphs and replace with the following:</i> "In consideration of the Contractor's performance of the Operation Service, from the date of commencement of the Operation Service the Employer grants to the Contractor for the Operation Service Period, the exclusive right, license and authority to occupy, use and enjoy the Site free of charge for the purposes of carrying the Operation Services. Together with the Letter or Acceptance, the Employer shall, where necessary, issue, or cause to be issued, to the Contractor the Operating License or equivalent legal authorization to enable the Contractor to operate and maintain the Works during the Operation Service Period." This Operating License shall come into full force and effect upon the issue of the Commissioning Certificate required under Clause 11.7 and shall remain in force during the Operation Service Period."
Sub-Clause 1.8: Assignment	<i>The whole sub-clause is replaced with the following:</i> "(a) Except as provided in (b) and (c) below, neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the consent of the other Party. (b) The Contractor may as security in favour of a bank or financial institution, assign its right to any monies due, or to become due, under the Contract. (c) During the Operation Service Period, the Employer may assign the whole of the Contract to any third party, subject to the following: (i) The Employer shall provide at least 90 days' written Notice to the Contractor of its intention to assign the Contract. Such Notice shall specify the financial arrangements that have been made for payment of the Contract Price to the Contractor. (ii) The Employer shall not assign the Contract until reasonable evidence has been provided to the Contractor that financial arrangements have been made, and will be maintained, which will enable the third party to pay the Contract Price at the times and in the manner prescribed by the Contract.

Sub-Clause 1.9: Care and Supply of Documents	<i>Delete the 2nd sentence of the 1st paragraph in its entirety, and replace it by:</i> "The Contractor shall supply to the Employer's Representative each of the Contractor's Documents in one (1) soft (digital) copy and two (2) hard (paper) copies". <i>In the 1st sentence of the 2nd paragraph, delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i> <i>In the last paragraph delete "...of a technical nature...".</i>
Sub-Clause 1.13: Confidential Details	<i>Sub-Clause 1.13 is replaced with the following in its entirety:</i> "1.13 Confidential Details The Contractor's Personnel and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However: a) The Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects; b) The Employer shall be permitted to disclose any detail that the Contractor has not classified as confidential; and c) Such restrictions shall not relate to the Employer, when exercising his rights under Sub-Clause 15.2 <i>[Termination for Contractor's Default]</i>."
Sub-Clause 1.14: Compliance with Laws	<i>At the end of sub-paragraph (b) delete "; and" and add: "..., unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence; and"</i>
New Sub-Clause 1.16: Inspections and Audit by AFD	<i>The following is added as a new Sub-Clause:</i> "1.16 Inspections and Audit by AFD Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, AFD and/or persons appointed by AFD to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or Contract execution, and to have such accounts and records audited by auditors appointed by AFD if requested by AFD."
New Sub-Clause 1.17: Non Waiver	<i>The following is added as a new Sub-Clause:</i> "1.17 Non Waiver Except as otherwise specifically provided for in the Contract, no failure or delay by either Party in exercising any right or remedy provided by the Laws or pursuant to the Contract will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy."
New Sub-Clause 1.18: Survival of Obligations	<i>The following is added as a new Sub-Clause:</i> "1.18 Survival of Obligations Obligations under the Contract, which by their nature would continue beyond the termination or expiration hereof, including, by way of illustration only and not limitation, those in Clause 1 <i>[General Provisions]</i>, Clause 12 <i>[Defects]</i>, Clause 17 <i>[Risk Allocation]</i>, Clause 19 <i>[Insurance]</i>, and Clause 20 <i>[Claims and Disputes]</i> shall survive the termination or expiration of the Contract."

New Sub-Clause 1.19: Severability	<i>The following is added as a new Sub-Clause:</i> "1.19 Severability The Parties expressly declare that each section, clause or paragraph of this Contract will be considered separate in terms of its validity and enforceability. Therefore, if, for any reason, any provision of this Contract is declared null and void, or if a ruling states that any part of it runs contrary to governing law, said declaration will in no way affect the validity and enforceability of the other stipulations, which may be construed, understood and executed independently of the portion declared null and void. Thus, every part of this Contract not declared null and void in any way will be valid, enforceable and binding on the Parties. Likewise, if any provision of this Contract or its application to any individual or company or in a given circumstance is declared null and void, or if its enforceability is in any way limited, the other provisions herein, as well as also the application of the doubtful provision to other people or in other circumstances, will not be affected thereby, and they will be applied to the extent permitted by governing law. Notwithstanding the above, the Parties undertake to negotiate in good faith the terms of a mutually satisfactory provision to replace any clause that may be declared null and void or whose enforceability is in any way restricted."
New Sub-Clause 1.20: No Partnership or Agency	<i>The following is added as a new Sub-Clause:</i> "1.20 No Partnership or Agency Nothing contained in this Contract shall be construed to either constitute a partnership or constitute either Party an agent or employee of the other Party."
New Sub-Clause 1.21: Amendment	<i>The following is added as a new Sub-Clause:</i> "1.21 Amendment This Contract may not be altered, varied, changed, supplemented or amended except by a written instrument duly signed and executed by the Parties and expressly stated to be an amendment to this Contract. For the sake of clarity, any Variation under Clause 13 [<i>Variations and Adjustments</i>] which is leading to a substantial change to the Works, an increase of the Contract Price and/or to an extension of the Time for Completion shall be reflected in an amendment to this Contract."
CLAUSE 2: THE EMPLOYER	
Sub-Clause 2.1: Right of Access to the Site	<i>In the 6th line of the 1st paragraph, delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i> <i>Delete at the end of the last paragraph: "...or cost." and replace with: "..., or Cost Plus Profit."</i>
Sub-Clause 2.4: Employer's Financial Arrangements	<i>Sub-Clause 2.4 is replaced with the following in its entirety:</i> "2.4 Employer's Financial Arrangements The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price (as estimated at that time) in accordance with Clause 14 [<i>Contract Price and Payment</i>]. Before the Employer makes any material change to his financial arrangements, the Employer shall give Notice to the Contractor with detailed particulars. In addition, if AFD has notified to the Employer that AFD has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give Notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Employer's Representative, within 7 days of the Employer having received the suspension notification from AFD. If alternative funds will be available in appropriate currencies to

	the Employer to continue making payments to the Contractor beyond a date 60 days after the date of AFD's notification of the suspension, the Employer shall provide reasonable evidence in his Notice of the extent to which such funds will be available."
CLAUSE 3: THE EMPLOYER'S REPRESENTATIVE	
Sub-Clause 3.1: Employer's Representative's Duties and Authority	<i>Delete the 4th paragraph, starting with "The Employer undertakes..." and replace it with the following provision:</i> "The Employer shall promptly inform the Contractor of any change to the authority attributed to the Employer's Representative." <i>The following shall be added to paragraph 3.1(c):</i> "and (d) any act by the Employer's Representative in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within twenty-eight (28) days of receipt." <i>The following shall be added to the end of the Sub-Clause:</i> "Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Employer's Representative, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he 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 Employer's Representative, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Employer's Representative. As the case may be, the Employer's Representative shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer."
Sub-Clause 3.2: Delegation by the Employer's Representative	<i>Delete the following text in the first paragraph: "... (other than the Auditing Body)..."</i>
Sub-Clause 3.3: Instructions of the Employer's Representative	<i>The last sentence in the second paragraph stating: "These instructions shall be given in writing." is replaced with: "Whenever practicable, their instructions shall be given in writing. If the Employer's Representative or a delegated assistant:</i> (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, <i>then the confirmation shall constitute the written instruction of the Employer's Representative or delegated assistant (as the case may be)."</i>
Sub-Clause 3.4: Replacement of the Employer's Representative	<i>Sub-Clause 3.4 is replaced with the following in its entirety:</i> 3.4 Replacement of the Employer's Representative If the Employer intends to replace the Employer's Representative, the Employer shall, not less than 21 days before the intended date of replacement, give Notice to the Contractor of the name, address and relevant experience of the intended replacement Employer's Representative. If the Contractor considers the intended replacement Employer's representative to be unsuitable, he has the right to raise objection against him by Notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection."
Sub-Clause 3.5: Determinations	<i>Delete the second paragraph, and replace with:</i> "The Employer's Representative shall give Notice to both Parties of each agreement or determination, with supporting particulars, within twenty-eight (28) days from the

	receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration]."
CLAUSE 4: THE CONTRACTOR	
Sub-Clause 4.1: Contractor's General Obligations	<i>Insert the following at the end of the 2nd paragraph:</i> "The Contractor commits to meet the AFD's eligibility criteria as listed under Appendix C to the General Conditions." <i>Insert in the fifth paragraph after the sentence "The Contractor shall, whenever required by the Employer's Representative, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.":</i> "The Contractor shall not commence any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Employer's Representative is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. As defined in the ESHS Specifications (if any), the Contractor shall submit, on a continuing basis, for the Employer's Representative's prior approval, a Contractor's Worksite Environmental and Social Management Plan (Worksite - ESMP) to manage the ESHS risks and impacts of the Works on any Project Area. The Worksite - ESMP and the annexed Environmental Protection Plan (EPP) corresponding to a Project Area shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved Worksite - ESMP shall be reviewed, periodically (but not less than every 6 months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated Worksite - ESMP shall be subject to prior approval by the Employer's Representative."
Sub-Clause 4.2: Performance Security	<i>Delete the second paragraph, and replace with the following paragraph:</i> "The Contractor becomes entitled to a reduction of the amount of the Performance Security, as stated in the Contract Data: (i) after the Employer's Representative certified, that the Contractor has carried out all minor outstanding work and defects as referred to under Sub-Clause 11.5 (i), or (ii) on the last day of the period referred under the last paragraph of Sub-Clause 11.5, in case the Commissioning Certificate is deemed to have been issued." <i>In the third paragraph, delete "...by an entity..." and replace with "...by a reputable bank or financial institution selected by the Contractor..."</i> <i>In sub-paragraph (a), delete "...or, in case of an earlier reduction, the reduced..."</i> <i>Add the following paragraph to the end of the Sub-Clause:</i> "Without limitation to the provisions of the rest of this Sub-Clause, whenever the Employer's Representative determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than twenty five percent (25%) of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Employer's Representative's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage."
Sub-Clause 4.3: Contractor's Representative	<i>The following sentence is added at the end of the Sub-Clause:</i> "If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer's Representative."

Sub-Clause 4.4: Subcontractors	<i>The following is added at the beginning of the Sub-Clause:</i> "The Contractor shall only employ Subcontractors meeting the AFD's eligibility criteria as listed under Appendix C to the General Conditions. In case of failure by the Contractor to comply with this requirement, and irrespective of whether the Employer's Representative has given prior consent under this Sub-Clause, the Contractor shall forthwith cease any business dealing with any ineligible Subcontractor and replace such Subcontractor by an eligible one, all at the Contractor's risk and cost. Otherwise, the Employer shall be entitled to terminate the Contract in accordance with Sub-Clause 15.2 [Termination by Employer]." <i>In (a), "solely" is added after: "suppliers".</i> <i>The following is added at the end of the Sub-Clause:</i> "The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.13 [Confidential Details] apply equally to each Subcontractor. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors." If the option for direct payment of Subcontractors has been selected in Sub-Clause 4.4 of the Contract Data, then the following provisions shall apply: A Subcontractor named in the Contract or designated after Contract signing with the Employer's consent may be paid directly by the Employer for work done, and/or supplies or services provided by the said Subcontractor for which the Contractor has not been already paid, if (a) the Employer and the relevant authorities whose approval of the Contract is required so agree, or (b) the Employer's country laws and regulations so require. In such case, the Contractor shall furnish a statement to the Employer, prior to any commencement of the subcontracted work including the following: a) The nature and scope of work or activities intended to be subcontracted; b) The name, registration information and address of the proposed Subcontractor; and c) The payment terms and conditions intended in the subcontract agreement, and the intended amount of the subcontract, including the date of establishment of the price, and if applicable, the modalities for price variation, advance payment, progress payment mechanism, price reductions, bonuses and penalties. Within one (1) month of their receipt the Employer shall either accept all supporting documents relating to direct payment or reject them in full or in part with justification to the Contractor, failing which the Employer shall be deemed to have accepted all supporting documents which the Employer did not explicitly rejected.
Sub-Clause 4.5: Nominated Subcontractors	<i>In the 2nd sentence of the paragraph, delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i>
Sub-Clause 4.6: Co-operation	<i>In the second paragraph "to suffer Unforeseeable delays and/or" is added before "to incur Unforeseeable Cost."</i>
Sub-Clause 4.8: Safety Procedures	<i>At the end of the Sub-clause add:</i> "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."
Sub-Clause 4.12: Unforeseeable Physical Conditions	<i>The last paragraph is replaced with:</i> "The Employer's Representative shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence."
Sub-Clause 4.15: Access Route	<i>"at Base Date" is added at the end of the first sentence.</i>

Sub-Clause 4.18: Protection of the Environment	These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with.
Sub-Clause 4.20: Employer's Equipment and Free-Issue Materials	<i>In the 1st and 3rd paragraphs, delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i>
Sub-Clause 4.21: Progress Reports	<i>Add to the end of sub-paragraph (a):</i> "...and including these stages for work by each nominated Subcontractor (as defined in Sub-Clause 4.5 [Nominated Subcontractors])," <i>Sub-Clause 4.21(g) is replaced by the following:</i> "4.21(g) the Environmental, Social, Health and Safety (ESHS) activity report specified in Clause 6 of the ESHS Specifications of the Employer's Requirements;" <i>At the end of, and as part of Sub-Clause 4.21 add a new paragraph as follows:</i> "The Contractor shall provide immediate notification to the Employer's Representative of incidents in the following categories. Full details of such incidents shall be provided to the Employer's Representative within the timeframe agreed with the Employer's Representative: (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of gender-based violence (GBV), sexual harassment or sexual misbehaviour, child abuse, defilement, or other violations involving children."
New Sub-Clause 4.26: Demolition	<i>The following is added as a new Sub-Clause:</i> "4.26 Demolition The Contractor shall not demolish any building or structure except where specified in the Employer's Requirements, or with the prior written approval of the Employer's Representative. The conditions for the re-use, sale and disposal of demolished materials shall be as specified in the Employer's Requirements."
New Sub-Clause 4.27: Existing Facilities	<i>The following is added as a new Sub-Clause:</i> "4.27 Existing Facilities The Contractor shall take over, rehabilitate, upgrade, operate and maintain the Existing Facilities to the extent specified in the Employer's Requirements. Unless stated otherwise in the Employer's Requirements, the Contractor shall provide, and pay for, all labour, equipment, materials (including spare parts and consumables), and electricity necessary to operate and maintain the Existing Facilities. Throughout the Contract Period, (a) the Contractor shall use all reasonable endeavours to meet the standards of performance specified for the Existing Facilities in the Employer's Requirements; (b) The Employer shall indemnify and hold harmless the Contractor against any and all claims made against it in respect of the operation of the Existing Facilities to the extent that the Unforeseeable condition of the Existing Facilities renders them unable to meet the applicable Performance Guarantees."

	As at the date of commencement of the Operation Service the Existing Facilities, unless specified otherwise in the Employer's Requirements, will be deemed to form part of the Works, and all references in the Contract to Works, Permanent Works, Plant and Site etc. shall be deemed to include the Existing Facilities."
New Sub-Clause 4.28: On-Site Log Book	<i>The following is added as a new Sub-Clause:</i> "The Contractor shall maintain on Site a log book, in a form approved by the Employer's Representative and which shall integrate the fields required in the Employer's Requirements. It will be used to record the Contractor's activities on a daily basis, and any instruction from the Employer's Representative given on Site. The Employer's Personnel shall have the right of access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Employer's Representative."
CLAUSE 5: DESIGN	
Sub-Clause 5.1: General Design Obligations	<i>Add to the end of the last sentence in the first paragraph:</i> "...within 21 days after Contractor's receipt of the Letter of Acceptance. All the designers and design Subcontractors shall have their seat of incorporation / origin in any eligible source country as per AFD's eligibility criteria as listed under Appendix C to the General Conditions."
Sub-Clause 5.5: As-Built Documents	<i>In the last paragraph, delete "the Employer's Requirements" and replace with "Sub-Clause 1.9 of the Particular Conditions of Contract".</i>
CLAUSE 6: STAFF AND LABOUR	
Sub-Clause 6.1: Engagement of Staff and Labour	<i>Sub-Clause 6.1: Delete and replace with:</i> "Except as otherwise stated in the Employer's Requirements, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor shall, to the extent practicable and reasonable, employ staff and labour with appropriate qualifications and experience from sources within the Country."
Sub-Clause 6.2: Rates of Wages and Conditions of Employment	<i>Add the following new paragraph at the end of the Sub-Clause:</i> "The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."
Sub-Clause 6.7: Health and Safety	<i>Add to the end of the Sub-Clause:</i> "HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals. The Contractor shall throughout the contract (including the Operation Service Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling

	and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour. The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 [<i>Programme</i>] an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related Employer's Requirements. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."
Sub-Clause 6.9: Contractor's Personnel	<i>"Or" at the end of (c) is deleted and the following is added as (e) and (f):</i> "(e) based on reasonable evidence, is determined to have engaged in Corrupt or Fraudulent Practices, as defined in Appendix B to these General Conditions, during the execution of the Works; or (f) Commits serious misconduct (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), illicit activity or crime, or any activity listed in Sub-Clauses 7.5 and 7.6 of the ESHS Specifications of the Employer's Requirements)." <i>After the sentence: "If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person."</i> <i>the following is added as a new paragraph:</i> "The Contractor's Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than thirty (30) days before the intended date of replacement, give Notice to the Employer's Representative of the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. Except in case of illness, death or resignation of a Key Personnel, the Contractor shall not, without the prior consent of the Employer's Representative, revoke the appointment of the Key Personnel or appoint a replacement."
New Sub-Clause 6.12: Foreign Personnel	<i>Add the following new Sub-Clause:</i> "6.12 Foreign Personnel The Contractor may bring in to 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 his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and 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.
New Sub-Clause 6.13: Supply of Foodstuffs	<i>Add the following new Sub-Clause:</i> "6.13 Supply of Foodstuffs The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract."

New Sub-Clause 6.14: Supply of Water	<i>Add the following new Sub-Clause:</i> "6.14 Supply of Water The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel."
New Sub-Clause 6.15: Measures against Insect and Pest Nuisance	<i>Add the following new Sub-Clause:</i> "6.15 Measures against Insect and Pest Nuisance The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide."
New Sub-Clause 6.16: Alcoholic Liquor of Drugs	<i>Add the following new Sub-Clause:</i> "6.16 Alcoholic Liquor of Drugs The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel."
New Sub-Clause 6.17: Arms and Ammunition	<i>Add the following new Sub-Clause:</i> "6.17 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."
New Sub-Clause 6.18: Festivals and Religious Customs	<i>Add the following new Sub-Clause:</i> "6.18 Festivals and Religious Customs The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs."
New Sub-Clause 6.19: Funeral Arrangements	<i>Add the following new Sub-Clause:</i> "6.19 Funeral Arrangements The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works."
New Sub-Clause 6.20: Prohibition of Forced or Compulsory Labour	<i>Add the following new Sub-Clause:</i> "6.20 Prohibition of Forced or Compulsory Labour The Contractor shall not employ forced labour, which 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."
New Sub-Clause 6.21: Prohibition of Harmful Child Labour	<i>Add the following new Sub-Clause:</i> "6.21 Prohibition of Harmful Child Labour The Contractor shall not employ children in a manner that is economically exploitative, or 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. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work."
New Sub-Clause 6.22: Employment Records of Workers	<i>Add the following new Sub-Clause:</i> "6.22 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 summarized on a monthly basis and submitted to the Employer's Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 <i>[Records of Contractor's Personnel and Equipment]</i> ."
New Sub-Clause 6.23: Workers' Organisations	<i>Add the following new Sub-Clause:</i> "6.23 Workers' Organisations In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. 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. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce."
New Sub-Clause 6.24: Non-Discrimination and Equal Opportunity	<i>Add the following new Sub-Clause:</i> "6.24 Non-Discrimination and Equal Opportunity The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. 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."
CLAUSE 7: PLANT, MATERIALS, AND WORKMANSHIP	
Sub-Clause 7.4: Testing	<i>The second paragraph shall start as: "Except as otherwise specified in the Contract, the Contractor shall..."</i>
Sub-Clause 7.7: Ownership of Plant and Materials	<i>In each of point (b) and (c), "when the Contractor is paid the value of the Plant and Materials..." is replaced with: "when the Contractor is paid the corresponding value..."</i> <i>The following is added at the end of the Sub-Clause:</i> "Unless otherwise specified in the Employer's Requirements, vehicles, trucks, mobile plant and Site equipment (other than temporary mobile plant and temporary Site equipment brought onto the Site to undertake specific remedial tasks), tools, office equipment, software and office consumables used by the Contractor for the Operation Service shall become the property of the Employer. Vehicles used for personal transportation of the Contractor's Personnel and computers and mobile devices allocated for the personal use of the Contractor's Personnel shall be Contractor's Equipment. The Contractor shall maintain up-to-date inventories of the Contractor's Equipment, Materials and Temporary Works throughout the term of the Contract."
Sub-Clause 7.8: Royalties	<i>In the 1st paragraph, delete "Employer's Requirements" and replace with "Particular Conditions of Contract".</i>
CLAUSE 8: COMMENCEMENT DATE, COMPLETION AND PROGRAMME	

Sub-Clause 8.1: Commencement Date	<i>Delete the text of the whole Sub-Clause and replace with the following:</i> "Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following conditions precedent have all been fulfilled and the Employer's Representative's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor: (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country; (b) effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.14 <i>[Compliance with Laws]</i> as required for the commencement of the Works. If the said Employer's Representative's notification is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 <i>[Termination by Contractor]</i>, unless the Contractor has caused, or contributed in any respect to, any non-fulfilment of one or all of these conditions precedent.
Sub-Clause 8.3: Programme	<i>Add to the end of sub-paragraph (a):</i> "... and each of these stages for work by each nominated Subcontractor (as defined in Sub-Clause 4.5 <i>[Nominated Subcontractors]</i>);"
CLAUSE 9: DESIGN-BUILD	
Sub-Clause 9.1: Commencement of Design-Build	<i>Delete the text of the whole Sub-Clause and replace with the following:</i> "The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Design-Build with due expedition and without delay. Notwithstanding the above, there shall be no work authorized to proceed on any Project Area until such time the Contractor has: a) effected the insurances defined under Sub-Clause 19.2 <i>[Insurances to be provided by the Contractor during the Design-Build Period]</i> in accordance with the provisions under Sub-Clause 19.1 <i>[General Requirements]</i>; and b) obtained the approval of the Employer's Representative of the Contractor's Worksite Environmental and Social Management Plan (Worksite - ESMP) for the corresponding Project Area."
Sub-Clause 9.2: Time for Completion of Design-Build	<i>At the end of the Sub-clause add:</i> "d) preparation, submission and approval by the Employer's Representative of the Final Design Deliverables, within the Design Services Period stated in the Contract Data."
Sub-Clause 9.3: Extension of Time for Completion of Design- Build	<i>At the end of sub-paragraph (c) add: "... , as defined under Sub-Clause 9.3 of the Contract Data."</i> <i>At the end of sub-paragraph (e) delete: "...on the Site".</i>
Sub-Clause 9.5: Rate of Progress	<i>The following is added as the last paragraph of the Sub-Clause:</i> "Additional costs of revised methods including acceleration measures, instructed by the Employer's Representative to reduce delays resulting from causes listed under Sub-Clause 9.3 <i>[Extension of Time for Completion of Design-Build]</i> shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor."
Sub-Clause 9.6:	<i>Delete the first paragraph and replace with:</i> "If the Contractor fails to comply with Sub-Clause 9.2 <i>[Time for Completion of Design-Build]</i>, the Contractor shall, subject to Sub-Clause 20.2 <i>[Employer's Claims]</i>, pay delay damages to the Employer for this default. These delay damages shall be the amount stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion for Design-Build and the date stated in the

	Commissioning Certificate. In addition, delay damages shall also be paid for every day of delay after the expiry of the Design Services Period, until the date on which the Final Design Deliverables are approved by the Employer's Representative. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data."
Sub-Clause 9.7: Suspension of Work	<i>Add the following after the last sentence of the Sub-Clause:</i> "As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated: a) Under the ESHS Specifications (if any), in the event of a level 3 non-compliance; b) Under Sub-Clause 4.8 as to safety procedures; c) Under Sub-Clause 4.9 as to the quality assurance; d) Under Sub-Clause 4.18 as to the protection of the environment; or e) Under Sub-Clause 6.7 as to health and safety; shall be considered as cause of suspension which is the responsibility of the Contractor."
Sub-Clause 9.11: Resumption of Work	<i>The following is added at the end of the sub-clause after "suspension":</i> "after receiving from the Employer's Representative an instruction to this effect."
CLAUSE 10: OPERATION SERVICE	
Sub-Clause 10.1: General Requirements	<i>Add the following, in the first paragraph, after "Operation Management Requirements":</i> ", and Performance Guarantees," <i>Replace the second paragraph with the following:</i> "The Contractor shall follow the requirements of the operation and maintenance manuals and any additional Operation Service plans and manuals, prepared by the Contractor in accordance with the Operation Management Requirements. No significant alteration to such arrangements and methods shall be made without the prior approval of the Employer's Representative."
Sub-Clause 10.2: Commencement of Operation Service	<i>Replace the first paragraph with the following:</i> "Unless otherwise stated in the Contract Data, the date of commencement of the Operation Service shall be the date seven days following the date of issuance of the Commissioning Certificate issued under Sub-Clause 11.7 [Commissioning Certificate], or such earlier date the Parties may agree to." <i>The following is added after the second paragraph:</i> "The Operation Service shall not commence until such time the Contractor has effected the insurances defined under Sub-Clause 19.3 [Insurances to be provided by the Contractor during the Operation Service Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements]."
Sub-Clause 10.3: Independent Compliance Audit	<i>This Sub-Clause is not applicable, to be deleted.</i>
Sub-Clause 10.4: Delivery of Raw Materials	<i>Add the following text at the end of the Sub-Clause:</i> "Change in Inlet Sludge quality: In case an Unforeseeable change, against the Inlet Sludge Baseline, occurs in the characteristics of the Inlet Sludge received at the delivery point to the Works and the Contractor incurs Cost as a result of such Unforeseeable change, then the Contractor shall be entitled, subject to Sub-Clause 20.1 [Contractor's Claims] and Sub-Clause 3.5 [Determinations], to the payment of any such Cost. In case the Unforeseeable change is held to persist in time and be sustainable, the Employer's Representative shall be entitled, at his sole and absolute discretion, to:

	a) request a proposal from the Contractor for overcoming such change in accordance with the last paragraph of Sub-Clause 13.1 <i>[Right to Vary]</i>. Any resulting Variation may include a change to the to the Works in order to ensure sustained compliance with the Performance Guarantees; and/or b) adjust the Performance Guarantees, subject to Sub-Clause 3.5 <i>[Determinations]</i>, so that the Contractor does not incur Cost which would have not been incurred had such change against the Inlet Sludge Baseline not occurred. The Contractor may also submit a proposal in accordance with Sub-Clause 13.2 <i>[Value Engineering]</i>."
Sub-Clause 10.7: Failure to Reach Productions Outputs	<i>Replace entire sub-clause with the following:</i> "In the event that the Contractor fails to achieve the Performance Guarantees required under the Contract, the Parties shall jointly establish the cause of such failure. (a) If the failure is due to the Employer or any of his servants or agents, then, after consultation with the Contractor, the Employer shall give written instruction to the Contractor of the measures which the Employer requires the Contractor to take. If the Contractor suffers any additional cost as a result of the failure or the measures instructed by the Employer, the Employer, subject to Sub-Clause 3.5 <i>[Determinations]</i> and Sub-Clause 20.1 <i>[Contractor's Claims]</i>, shall pay the Contractor his Cost Plus Profit. (b) If the failure is due to the Contractor then, after due consultation with the Employer, the Contractor shall at its own expense make any changes, modifications or additions to the Works, to its operating procedures, and/or to the Contractor's Personnel, as may be necessary to bring the Works and Operation Service into compliance with the Performance Guarantees set out under the Schedule of Performance Guarantees. If the failure relates to a Performance Guarantee for which damages are specified in the Appendix 3 to the Contract Agreement (Performance damages), then he Contractor, subject to Sub-Clause 3.5 <i>[Determinations]</i>, shall pay the Employer the performance damages specified in the Appendix 3 to the Contract Agreement. The Employer shall be entitled to recover the amount due by making corresponding deductions from the payments due to the Contractor. These performance damages shall be the only damages due from the Contractor for such failure, other than in the event of termination under Clause 15 <i>[Termination by Employer]</i> and of failure to pass Tests Prior to Contract Completion under Sub-Clause 11.11 <i>[Failure to Pass Tests Prior to Contract Completion]</i>. The payment of such performance damages shall not relieve the Contractor of any duties, obligations or responsibilities he has under the Contract, including, for the avoidance of doubt, the obligation to ensure that the Works remain in accordance with the Contract during the Operation Service Period. Unless otherwise stated in the Contract Data, if the failure continues for a period of more than 84 days and the Contractor is unable to achieve the required Performance Guarantee(s) set out under the Schedule of Performance Guarantees, the Employer may either: (i) continue with the Operation Service at a reduced level of compensation determined in accordance with Sub-Clause 3.5 <i>[Determinations]</i>; or (ii) if the production outputs fail to reach the minimum values required in the Contract Data, give Notice to the Contractor not less than 56 days prior to terminating the Contract, in accordance with Sub-Clause 15.2 <i>[Termination for Contractor's Default]</i>. In such an event, the Employer shall be free to continue the Operation Service himself or by others."

CLAUSE 11: TESTING	
Sub-Clause 11.1: Testing of the Works	<i>Delete the fifth paragraph and replace with the following:</i> "During trial operation, when the Works are operating under stable conditions, the Contractor shall give Notice to the Employer's Representative that the Works are ready for any other Tests on Completion of Design-Build, including performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and comply with the production outputs specified in the Schedule of Performance Guarantees."
Sub-clause 11.4: Failure to Pass Tests on Completion of Design-Build	<i>Replace this Sub-Clause in its entirety by the following:</i> "If the Works, or a Section, fail to pass the Tests on Completion of Design-Build repeated under Sub-Clause 11.3 <i>[Retesting of the Works]</i> the Employer's Representative shall be entitled to: a) order further repetition of Tests on Completion of Design-Build under Sub-Clause 11.3 <i>[Retesting of the Works]</i>; b) issue a Notice under Sub-Clause 15.1 <i>[Notice to Correct]</i>; or c) issue the Commissioning Certificate to the Contractor subject to the payment of performance damages as per the provisions of Sub-Clause 10.7 <i>[Failure to Reach Production Outputs]</i>, in which case the Employer shall also be entitled to forthwith apply the provisions found under Sub-Clause 10.7(b)(ii) without waiting for the prescribed period expiry."
Sub-Clause 11.5: Completion of the Works and Sections	<i>Delete the last paragraph and replace with the following:</i> "If the Employer's Representative does not issue the Completion Certificate or reject the Contractor's application within this period of 28 days, and the Works or Section (as the case may be) are substantially in accordance with the Contract, the Works or Section shall be deemed to have been completed in accordance with the Contract on the fourteenth day after the Employer's Representative receives the Contractor's Notice of application and the Completion Certificate shall be deemed to have been issued on the same day."
Sub-Clause 11.8: Joint Inspection Prior to Contract Completion	<i>In the beginning of the first sentence of the first paragraph delete: "Not less than two years..." and replace with "Not less than a half year..."</i> <i>Delete the third paragraph and replace with:</i> "Following receipt of the Contractor's report, the Employer's Representative may, throughout the remainder of the Operation Service Period, instruct the Contractor to carry out all or part of the works identified in the Contractor's report. Such works shall be carried out at the Contractor's cost."
Sub-Clause 11.11: Failure to Pass Tests Prior to Contract Completion	<i>Replace sub-paragraph(c) in its entirety by the following</i> "(c) issue a Contract Completion Certificate, if the Employer so requires. The Contractor, subject to Sub-Clause 3.5 <i>[Determinations]</i> and to Contractor's adjustments or modifications as laid down below, shall pay the Employer the performance damages specified in Appendix 3 to the Contract Agreement for this failure. These performance damages shall be the only damages due from the Contractor for such failure, other than in the event of termination under Clause 15 <i>[Termination by Employer]</i>."
CLAUSE 13: VARIATIONS AND ADJUSTMENTS	
Sub-Clause 13.1: Right to Vary	<i>Delete: "... (iii) it will have an adverse impact on the achievement of the Schedule of guarantee; or (iv) it will have an adverse effect on the provision of the Operation Service under the Contract." and replace with the following: "... (iii) it will have an adverse impact on the achievement of the Schedule of Performance Guarantees; (iv) it triggers a substantial change in the sequence or progress of the Works; or (v) it will have an adverse effect on the provision of the Operation Service under the Contract."</i>

	<i>Insert after the second paragraph (before the last paragraph):</i> "The Contractor shall not make any alteration and/or modification of the Permanent Works, neither deviate from the Employer's Requirements, unless and until the Employer's Representative instructs or approves a Variation."
Sub-Clause 13.2: Value Engineering	<i>Add to the end of the Sub-Clause:</i> "If a Contractor's value engineering proposal, which is approved by the Employer's Representative, results in a reduction in the Contract Price, the Employer's Representative shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts: (i) such reduction in Contract Price, resulting from the approved value engineering, excluding adjustments under Sub-Clause 13.6 [Adjustments for Changes in Legislation], Sub-Clause 13.7 [Adjustments for Changes Technology], and Sub-Clause 13.8 [Adjustments for Changes in Cost], and (ii) the reduction (if any) in the value to the Employer of the varied Works, taking account of any reductions in quality, anticipated life or operational efficiencies. However, if amount (i) is less than amount (ii), there shall not be a fee."
Sub-Clause 13.3: Variation Procedure	<i>Add the following to the end of Sub-Clause 13.3(a):</i> "... and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;" <i>In the last sentence of the last paragraph, delete the following: "...include reasonable profit...", and replace with: "...include the Profit as set out under Sub-Clause 1.1.24 in Particular Conditions Part B..."</i>
Sub-Clause 13.5: Provisional Sums	<i>Delete the first sentence of sub-paragraph (b) and replace with the following:</i> "(b) Plant, Materials or services to be purchased by the Contractor from a nominated Subcontractor (as defined in Sub-Clause 4.5 [Nominated Subcontractors]) or otherwise; and, for which there shall be included in the Contract Price:" <i>Add the following at the end of this Sub-Clause:</i> "As an exception to the above, the Provisional Sum for the cost of the DB, if any, shall be used to pay the Contractor of the Employer's one-half share of the invoices of the DB for its fees and expenses, in accordance with Clause 20 [Claims, Disputes and Arbitration]. No prior instruction of the Employer's Representative shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid the entirety of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment Certificates]. The Employer's Representative certification of such Statements shall be based upon such invoices and such evidence of their payment by the Contractor. No sum for Contractor's overhead charges and profit shall apply in addition to the DB invoices amounts."
Sub-Clause 13.6: Adjustments for Change in Legislation	<i>The following is added at the end of the Sub-Clause:</i> "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 13.8 [Adjustments for Changes in Cost]."
CLAUSE 14: CONTRACT PRICE AND PAYMENT	
Sub-Clause 14.1: The Contract Price	<i>Delete the first paragraph and replace with:</i> "The Contract Price shall be the lump-sum amount or amounts submitted by the Contractor for the Design-Build and the amount or amounts submitted for the Operation

	Service priced at the Base Date, and due to be paid to the Contractor in accordance with the Contract together with any adjustments as provided for under Clause 13 <i>[Variation and Adjustments]</i> or arising as a result of claims under Clause 20 <i>[Claims, Disputes and Arbitration]</i> ."
Sub-Clause 14.2: Advance Payment	<i>Delete the first paragraph of Sub-Clause and replace with:</i> "The Employer shall make an advance payment, as an interest-free loan for the Design-Build Period, when the Contractor submits an advance payment guarantee in accordance with this Sub-Clause The amount of the advance payment and the applicable currencies shall be as stated in the Contract Data." <i>Delete the last sentence of the third paragraph and replace with the following:</i> "This guarantee shall be issued by a reputable bank or financial institution and from within a country (or other jurisdiction), as selected by the Contractor and approved by the Employer, and shall be based on the sample form included in the Tender Documents or in another form approved by the Employer." <i>Delete sub-paragraph (b) and replace with the following:</i> "(b) deductions shall be made at the amortisation rate of twice the percentage amount of the Advance Payment (expressed in percent of Accepted Contract Amount) deducted from the sum of each Interim Payment Certificate (excluding the advance payment and deductions and repayments of retention) issued during the Design-Build Period."
Sub-Clause 14.3: Application for Advance and Interim Payment Certificates	<i>Add to the end of the second paragraph:</i> "The Contractor shall prepare separate Statements for the Design-Build and for the Operation Service." <i>Delete sub-paragraphs (h) and (i).</i>
Sub-clause 14.5: Asset Replacement Schedule	This Sub-Clause is not applicable. To be deleted.
Sub-Clause 14.6: Payment for Plant and Materials intended for the Works	This Sub-Clause is not applicable. To be deleted.
Sub-Clause 14.7: Issue of Advance and Interim Payment Certificates	<i>In the third sentence of the first paragraph, after "issue to the Employer" add the following ", with a copy to the Contractor,"</i>
Sub-Clause 14.8: Payment	<i>Add the following at the end of the Sub-Clause:</i> "The payment period defined above can be suspended for reasons defined in the Contract, in particular in the event of an unresolved level 3 non-compliance specified in the ESHS Specifications if any. Such suspension shall not entitle the Contractor to any additional payment under Sub-Clause 14.9 <i>[Delayed Payment]</i> or otherwise. If the option for direct payment of Subcontractors has been selected in Sub-Clause 4.4 of the Contract Data, then the following provisions shall apply: Payment for work by a Subcontractor which is entitled to be paid directly by the Employer shall be made in accordance with the Contract. When a Subcontractor is entitled to be paid directly by the Employer, the Subcontractor must submit to the Contractor a direct payment request with supporting documents. Within fifteen (15) days from the date of receipt of the latter documents, the Contractor shall either: a) give his acceptance of the direct payment request and supporting documents; or b) notify his refusal, with justification, of full or part of the direct payment request and supporting documents to the Subcontractor and the Employer, failing which:

	(i) the Contractor shall be deemed to have accepted whichever supporting documents he did not expressly accept or reject; and (ii) the Subcontractor is entitled to send a copy of the direct payment request directly to the Employer, together with a copy of the proof of receipt of the original by the Contractor. Thereafter the Employer shall (i) promptly request the Contractor to submit evidence within fifteen (15) days that the Contractor rejected the said request for direct payment with justification within the time specified above, and (ii) inform the Subcontractor accordingly. If the Contractor fails to provide the requested evidence within 15 days, the Employer may directly pay the Subcontractor, up to the amount due to the Contractor under the relevant Payment Certificates. When a Subcontractor is entitled to be paid directly by the Employer, the Contractor must furnish, together with: – the application for Interim Payment Certificate as per Sub-Clause 14.3; – the application for Final Payment Certificate Design Build as per Sub-Clause 14.11; or – the application for Final Payment Certificate Operation Service as per Sub-Clause 14.13, a Statement indicating the amount to be deducted from the Payment Certificate and to be paid directly by the Employer to the said Subcontractor, as well as the various payment currencies and amounts. Payments to the Subcontractor shall be made on the basis of the Statement submitted by the Contractor as mentioned here above, and as accepted by the Contractor as due to the Subcontractor. The aggregate amount of direct payments to a Subcontractor, calculated under the conditions prevailing at the Base Date, may not exceed the amount of the subcontract as shown in the Contract. Upon receipt of the Contractor Statement requesting direct payment of the Subcontractor, the Employer shall directly notify the Subcontractor of the date of receipt and the amounts accepted by the Contractor for direct payment. Direct payments of the Subcontractor must be effected within the time specified in this Sub-Clause 14.8 for payment of the Contractor. A notification of the direct payment shall be issued by the Employer to the Contractor and the Subcontractor."
Sub-Clause 14.9: Delayed Payment	<i>Delete the second paragraph and replace with the following:</i> "Unless otherwise stated in the Contract Data, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency (or currencies if more than one) of payment, or if not available, the interbank offered rate, and shall be paid in such currencies."
Sub-Clause 14.10: Payment of Retention Money	<i>Delete the second paragraph and replace with the following:</i> "The Contractor shall be entitled to include the second half of the Retention Money in the Final Statement Operation Service. Unless otherwise stated in the Contract, when the Commissioning Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Employer's Representative, the Contractor shall be entitled to substitute a guarantee for the second half of the Retention Money. The guarantee shall be based on the sample form included in the Tender Documents, or in another form approved by the Employer, and issued by a reputable bank or financial institution selected by the Contractor. 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 been entitled to receive the Contract Completion Certificate. On receipt by the Employer of the required guarantee, the Employer's Representative 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 under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Contract Completion Certificate."
Sub-Clause 14.12: Issue of Final Payment Certificate Design-Build	<i>Delete sub-paragraph (a) and replace with the following:</i> "the amount which he fairly determines is finally due for the Design Build; and".
Sub-Clause 14.13: Application for Final Payment Certificate Operation Service	<i>Delete sub-paragraphs (a) and (b) and replace with the following:</i> "(a) the value of all work done in respect of the Operation Service; (b) the second half of the Retention Money, if not replaced by a Retention Guarantee; and (c) any further sums which the Contractor considers to be due to him under the Contract."
Sub-Clause 14.15: Issue of Final Payment Certificate Operation Service	<i>Delete sub-paragraphs (a) and (b) and replace with the following:</i> a) "the amount which he fairly determines is finally due for the Operation Service; and b) the amount which he fairly determines is finally due for the Contract; and"
Sub-Clause 14.17: Currencies of Payment	<i>In the second sentence of the first paragraph, "Unless otherwise stated in the Particular Conditions," is deleted.</i>
Sub-clause 14.18: Asset Replacement Fund	This Sub-Clause is not applicable, to be deleted.
Sub-Clause 14.19: Maintenance Retention Fund	This Sub-Clause is not applicable, to be deleted.
CLAUSE 15: TERMINATION BY EMPLOYER	
Sub-Clause 15.2: Termination for Contractor's Default	<i>In the first paragraph, the following is added as (h), (i) and (j), and the existing paragraph (h) is renumbered (k):</i> "(h) based on reasonable evidence, has engaged in Corrupt or Fraudulent Practices as defined in the Appendix B to these General Conditions, in competing for or in executing the Contract; (i) substantially fails to comply with the ESHS Specifications; (j) in breach of Sub-Clause 4.4 [Subcontractors], subcontracts any work to any ineligible person as defined by AFD's criteria set out in Appendix C to the General Conditions;" <i>Further in the second paragraph, "or (h) or (i) or (j)" are added after "or (g)".</i>
Sub-Clause 15.5: Termination for Employer's Convenience	<i>The last paragraph shall be replaced with the following:</i> "The Employer shall not terminate the Contract under this Sub-Clause in order to execute or operate the Works (or any part thereof) himself, or arrange for the Works (or any part thereof) to be executed or operated by another contractor, or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]"
CLAUSE 16: SUSPENSION AND TERMINATION BY CONTRACTOR	
Sub-Clause 16.1: Contractor's Entitlement to Suspend Work	<i>Insert the following paragraph after the first paragraph:</i> "Notwithstanding the above, if AFD has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by Notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Employer having received the suspension notification from AFD."

Sub-Clause 16.2: Termination by Contractor	<i>Add to the end of sub-paragraph (d):</i> "...in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract," <i>After sub-paragraph (g), add the following new sub-paragraph:</i> "(h) the Contractor does not receive the Employer's Representative's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works]."
Sub-Clause 16.3: Cessation of Work and Removal of Contractor's Equipment	<i>In paragraph (b), add after "received payment" ", including those items listed in the Employer's Requirements".</i>
Sub-Clause 16.4: Payment on Termination	<i>Delete sub-paragraph (b) and replace with the following:</i> "(b) pay the Contractor in accordance with Sub-Clause 18.5 [Optional Termination, Payment and Release]; and"
CLAUSE 17: RISK ALLOCATION	
Sub-Clause 17.8: Limitation of Liability	<i>Delete Sub-Clause and replace with the following:</i> "Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 9.6 [Delay Damages relating to Design Build], Sub-Clause 10.6 [Delays and Interruption during the Operation Service], Sub-Clause 10.7 [Failure to Reach Production Outputs], Sub-Clause 15.4 [Payment after Termination for Contractor's Default], Sub-Clause 16.4 [Payment on Termination], Sub-Clause 17.9 [Indemnities by the Contractor], Sub-Clause 17.10 [Indemnities by the Employer] and Sub-Clause 17.12 [Risk of Infringement of Intellectual and Industrial Property Rights]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.9 [Indemnities by the Contractor], Sub-Clause 17.10 [Indemnities by the Employer] and Sub-Clause 17.12 [Risk of Infringement of Intellectual and Industrial Property Rights], shall not exceed the sum stated in the Contract Data or (if a sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party."
Sub-Clause 17.9: Indemnities by the Contractor	<i>Sub-paragraph (b) is replaced with:</i> "(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, the execution and completion or operation and maintenance of the Works, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel."
New Sub-clause 17.13: Use of Employer's Accommodation/Facilities	<i>The following is added as a new Sub-Clause:</i> "17.13 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 Employer's Requirements, 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 Commissioning 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 his own cost, rectify the loss or damage to the satisfaction of the Employer's Representative."
CLAUSE 18: EXCEPTIONAL RISKS	
Sub-Clause 18.1: Exceptional Risks	<i>The following is added in sub-paragraph (b) before "rebellion": "sabotage by persons other than the Contractor's Personnel".</i> <i>Delete in sub-paragraph (c) after "Contractor's Personnel": "and other employees of the Contractor and Subcontractors".</i> <i>The following additional paragraphs are added at the end of the Sub-Clause:</i> "(g) upstream flow of the inlet sludge that prevents the Contractor from providing the Operation Service in accordance with this Contract
Sub-Clause 18.4: Consequences of an Exceptional Event	<i>Sub-paragraph (b) is replaced with:</i> "(b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (i) but not (f) of Sub-Clause 18.1 [Exceptional Risks] and, in the case of sub-paragraphs (b) to (e), and (g) to (i), occurs in the Country, payment of any such Cost."
Sub-Clause 18.5: Optional Termination, Payment and Release	<i>In sub-paragraph (c), "and necessarily" is inserted after "reasonably".</i>
Sub-Clause 18.7: Suspension or termination on the grounds of the Security of the Contractor's Personnel	<i>The following is added as a new Sub-Clause:</i> "18.7 Suspension or termination on the grounds of the Security of the Contractor's Personnel This Sub-Clause is applicable if, and only if, security specifications are included in the Contract. If it believes, acting reasonably, that the physical integrity of its Personnel is seriously and imminently threatened by a danger in the performance of the Contract, the Contractor may decide, without prior notice: a) to demobilise its Personnel and Equipment from the area affected by the danger; and b) immediately suspend the performance of all or part of its obligations under the Contract that the demobilisation referred to in sub-paragraph (a) above prevents it from performing. The Contractor shall notify its decision to the Employer, within a maximum period of seven (7) days therefrom, furnish proof thereof and inform the Employer of the foreseeable impact of its decision on the Contract Price and the Completion of the Works, as well as the reasonable measures proposed to mitigate these impacts. The Contractor shall take all reasonable steps to minimise any delay in the performance of the Contract and any Cost resulting from its decision. The Contractor shall continue to perform its contractual obligations that the danger does not reasonably prevent it from performing. If the Contractor suffers delays and/or incurs Costs as a result of its decision, the Contractor shall be entitled to obtain, in accordance with the provisions of Sub-Clause 20.1 [Contractor's Claims]: (i) an extension of time for such delay, if completion is or will be delayed, in accordance with Sub-Clause 9.3 [Extension of Time for Completion of Design-Build]; and

	(ii) the payment of such Costs, including the costs of repairing and replacing Works and/or Goods damaged or destroyed by the danger, provided they are not covered by the insurance policy referred to in Sub-Clause 19.2 <i>[Insurances to be provided by the Contractor during the Design-Build Period]</i>. After receiving this notification, the Employer's Representative shall proceed in accordance with Sub-Clause 3.5 <i>[Determinations]</i> to reach an agreement or determine (1) if and (if applicable) to what extent the Contractor's decision was justified by the circumstances, and (2) the matters described in sub-paragraphs (i) and (ii) above in due proportion. If, due to a danger notified in accordance with the provisions of this Sub-clause, the completion of most of the Works is prevented for a continuous period of eighty four (84) days or for multiple periods exceeding one hundred and forty (140) days, each Party may notify the other Party of the termination of the Contract in accordance with Sub-Clause 18.5 <i>[Optional termination, payment and release]</i>."
CLAUSE 19: INSURANCE	
Sub-Clause 19.2: Insurances to be provided by the Contractor during the Design-Build Period	<i>The following is added at the end of the Sub-Clause:</i> "For those insurances required under this Sub-Clause to be in the joint names of the Parties, the Parties shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage."
Sub-Clause 19.3: Insurances to be provided by the Contractor during the Operation Service Period	<i>At the beginning of the Sub-Clause, add "unless otherwise stated in the Contract Data,"</i> <i>The following sub-paragraph is added at the end of the Sub-Clause:</i> "(f) Liability for breach of professional duty The Contractor shall insure the legal liability of the Contractor arising out of the negligent fault, defect, error or omission of the Contractor or any person for whom the Contractor is responsible in the carrying out their professional duties in an amount not less than that stated in the Contract Data. Such insurance shall contain an extension indemnifying the Contractor for his liability arising out of negligent fault, defect, error or omission in the carrying out his professional duties which result in the Works not being fit for the purpose specified in the Contract and resulting in any loss and/or damage to the Employer. The Contractor shall maintain this insurance for the period specified in the Contract Data. For those insurances required under this Sub-Clause to be in the joint names of the Parties, the Parties shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage."
CLAUSE 20: CLAIMS, DISPUTES AND ARBITRATION	
and its Appendix A to the General Conditions:	
"DB" and "Dispute Board" replace "DAB" and "Dispute Adjudication Board" respectively. The term "adjudicator" is also deleted.	
Sub-Clause 20.1: Contractor's Claims	<i>In the penultimate paragraph, delete "Engineer's Representative" and replace with "Employer's Representative".</i>
Sub-clause 20.2: Employer's Claims	<i>Delete the second paragraph and replace with the following:</i> "The Notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim." <i>In the fourth paragraph, delete "Engineer's Representative" and replace with "Employer's Representative".</i>

Sub-Clause 20.3: Appointment of the Dispute Board	<i>In the paragraph commencing "The terms of the remuneration", the following is added after "members": ", including the remuneration of any expert whom the DB consults,"</i>
Sub-Clause 20.5: Avoidance of Disputes	<i>Insert the text below after the first paragraph and before the second paragraph of this Sub-Clause:</i> "The DB shall act, as far as reasonable and practicable, in the spirit of preventing potential problems or claims in between the Parties from becoming Disputes. The DB shall take reasonable and relevant initiatives in this respect, including, but not necessarily limited to, suggesting the Parties to refer a matter to the DB in accordance with this Sub-Clause. The DB shall however not act in a way which may be inconsistent with its obligations under the agreement referred to in Sub-Clause 20.3 <i>[Appointment of the Dispute Board]</i> and under Sub-Clause 20.6 <i>[Obtaining Dispute Board's Decision]</i>, and which may render any of its decision unenforceable for breach of natural justice or any other procedural shortcoming or matter. In particular, when acting under this Sub-Clause 20.5, the DB shall accordingly always meet the Parties jointly, and shall not meet a Party in the absence of the other Party."
Sub-Clause 20.6: Obtaining Dispute Board's Decision	<i>Delete the first paragraph and replace with the following:</i> "If a Dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works during the Design–Build Period, including any Dispute as to any certificate, determination, instruction, opinion or valuation of the Employer's Representative, either Party may refer the Dispute in writing to the DB for its decision, with copies to the other Party and the Employer's Representative. Such reference shall state that it is given under this Sub-Clause. The other Party shall then have 21 days to send a response to the DB with copies to the referring Party and the Employer's Representative. <i>In paragraph 5, "and intention to commence arbitration" is added in both instances after "dissatisfaction".</i>
Sub-Clause 20.8: Arbitration	<i>Delete the first paragraph and replace with the following:</i> "Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.7 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows: (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data, international arbitration in accordance with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 <i>[Law and Language]</i>. (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country."
Sub-Clause 20.10: Disputes Arising during the Operation Service Period	<i>The third and the penultimate paragraph shall be deleted.</i> <i>Insert at the end of the first paragraph "...and shall serve as the DB during the entire Operation Service Period. The appointment of the DB shall expire when the discharge referred to in Sub-Clause 14.14 <i>[Discharge]</i> shall have become effective."</i>

Section X – Contract Forms

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Notification of Award – Letter of Acceptance

[letterhead paper of the Employer]

[Insert date]

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

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

The amount is made up of the following components:

The Accepted Contract Amount for the _____
Design-Build of: *[currency and amount in figures]*

The Accepted Contract Amount for the _____
Operation Service of: *[currency and amount in figures]*

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms of the Bidding Documents.

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 designed, executed and operated by the Contractor, and has accepted a Bid by the Contractor for the design, execution, completion and operation and maintenance 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 these following documents.
 - (i) the Letter of Acceptance;
 - (ii) the Bid Submission Forms - Technical Bid and Financial bid (including the signed Statement of Integrity);
 - (iii) the addenda Nos _____ (if any);
 - (iv) the Particular Conditions;
 - (v) the General Conditions;
 - (vi) the Employer's Requirements;
 - (vii) the completed Schedules;
 - (viii) The Operating License; and
 - (ix) The Contractor's Bid 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 the Contract, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Operating License.
4. The Employer hereby covenants to pay the Contractor in consideration of the design, execution, completion operation and maintenance 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 and to grant the Contractor (or cause the Contractor to be granted) a royalty-free license to enable him to operate and maintain the Works during the Operation Service Period

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)

Appendices to the Contract Agreement:

- Appendix 1: Schedule of Payments
- Appendix 2: Schedule of Performance Guarantees
- Appendix 3: Schedule of Performance Damages

Appendix 1 – Schedule of Payments

[Note: The following terms and procedures of payment are given as guidance. If additional price schedules are introduced, suitable terms of payment in respect of such additional schedules must be added.]

In accordance with the provisions of:

- GCC Sub-Clause 14.3 *[Application for Advance and Interim Payment Certificates]*, 14.4 *[Schedule of Payments]*, the Contractor shall apply for payment,
- GCC Sub-Clause 14.7 *[Issue of Advance and Interim Payment Certificates]*, the Employer's Representative shall certify for payment, and
- GCC Sub-Clause 14.8 *[Payment]*,

the Employer shall pay the Contractor as per the following instalments, based on the Contract Price breakdown given, and the currencies stated, in the Price Schedules.

The instalments provided below for Schedules No.1 to No.4 serve the purpose of providing values according to sub-paragraph (a) of GCC Sub-Clause 14.3.

The instalments provided below for Schedule No.5 serve the purpose of providing values according to sub-paragraph (g) – Operation Service - of GCC Sub-Clause 14.3.

For the avoidance of doubt, other items of GCC Sub-Clause 14.3 shall also apply and be used by the Contractor when preparing his Statements, and by the Employer's Representative when preparing his Payment Certificates.

For example, Retention Money under sub-paragraph (c) shall accordingly apply to these instalments.

(A) PAYMENT INSTALMENTS

Payments during the Design-Build Period

Price Schedule No. 1 - Design Services

In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:

- Fifty percent (50%) of the price stated in the corresponding Schedule item, approval of preliminary design deliverables by the Employer's Representative in accordance with the provisions of Sub-Clause 5.2 *[Contractor's Documents]*.
- Fifty percent (50%) of the price stated in the corresponding Schedule item, approval of final design deliverables by the Employer's Representative in accordance with the provisions of Sub-Clause 5.2 *[Contractor's Documents]*.

Price Schedule No. 2 – Works, Materials and mandatory Spare Parts supplied from abroad

In respect of Works and mandatory spare parts supplied from abroad, the following payments shall be made:

- Ninety percent (90%) of the price stated in the corresponding Schedule item, upon delivery to site
- Five percent (5%) of the price stated in the corresponding Schedule item, upon the Employer's Representative's approval of the pre-commissioning test report.
- Five percent (5%) of the price stated in the corresponding Schedule item, upon issuing of the Commissioning Certificate.

Price Schedule No. 3 – Works, Materials and mandatory Spare Parts supplied from within the Employer's country

In respect of Works and mandatory spare parts supplied from within the Employer's country, the following payments shall be made:

- Ninety percent (90%) of the price stated in the corresponding Schedule item, upon delivery to site

- Five percent (5%) of the price stated in the corresponding Schedule item, upon the Employer's Representative's approval of the pre-commissioning test report.
- Five percent (5%) of the price stated in the corresponding Schedule item, upon issuing of the Commissioning Certificate.

Price Schedule No. 4 – Construction Works and Installation Services

Price Schedule No. 4.1 – Construction Works and Installation Services (Installation of Mechanical Works)

In respect of installation and other services during the Design-Build Period for both the foreign and local currency portions, the following payments shall be made:

- Ninety percent (90%) of the price stated in the corresponding Schedule item, upon installation
- Five percent (5%) of the price stated in the corresponding Schedule item, upon the Employer's Representative's approval of the pre-commissioning test report.
- Five percent (5%) of the price stated in the corresponding Schedule item, upon issuing of the Commissioning Certificate.
- Provisional Sums shall be certified and paid as and when used in accordance with Sub-Clause 13.5 [*Provisional Sums*].

Price Schedule No. 4.2 – Construction Works and Installation Services (General Works for Construction) and Price Schedule No. 4.3 – Construction Works and Installation Services (Earthworks, Civil and Architectural Works)

In respect of construction works and other services for both the foreign currency and the local currency portions, the following payments shall be made:

- Hundred percent (100%) of the total amount work performed by the Contractor as certified by the Employer's Representative.
- Provisional Sums shall be certified and paid as and when used in accordance with Sub-Clause 13.5 [*Provisional Sums*].

Payments during the Operation Service Period

Price Schedule No. 5 – Works Operation Service

In respect of the Operation Service, for both the foreign and local currency portions, the following payments shall be made:

- No advance payment applies.
- Each monthly instalment is the sum of:
 - 1/12th of the Annual Fixed Fee per month introduced under Price Schedule 5.1,
 - Contractor's Variable Fee (CVF) introduced under Price Schedule 5.2 multiplied by the monthly volume of production recorded as per the measurement methodology defined in the Employer's Requirements, and (NOT APPLICABLE)
 - Under Price Schedule 5.3, the amount of the monthly electricity and natural gas consumptions paid by the Contractor to the local electricity and natural gas suppliers, but only up to the maximum amounts which are the price which would be paid for the Guaranteed Maximum Consumptions of electricity and natural gas.
 - Under Price Schedule 5.4, the amount of the monthly all types of chemicals proposed by the Contractor, sand, water and any other consumables proposed by the Contractor consumptions paid by the Contractor, but only up to the maximum amounts which are the price which would be paid for the Guaranteed Maximum Consumptions of related consumables.

- The monthly Guaranteed Maximum Consumptions of electricity and natural gas introduced above are defined as the multiplication of:
 - The Contractor's Guaranteed Maximum Consumption Rate of electricity (in kWh per ton of inlet sludge), as stated by the Contractor in the Schedule of Performance Guarantees, and the Contractor's Guaranteed Maximum Consumption Rate of natural gas (in m³ per ton of inlet sludge), as stated by the Contractor in the Schedule of Performance Guarantees,
 - The monthly volume of inlet sludge recorded as per the measurement methodology defined in the Employer's Requirements.

In furtherance to the above, there shall be no payment to the Contractor for any electricity, natural gas, all types of chemicals proposed by the Contractor, sand, water and any other consumables proposed by the Contractor consumptions in excess of the monthly Guaranteed Maximum Consumption of electricity, natural gas, all types of chemicals proposed by the Contractor, sand, water and any other consumables proposed by the Contractor and the Contractor shall solely bear the risk of such excess.

At the end of every year after the commencement of the Operation Service Period, if the annual electricity and natural gas consumptions of the facility over the elapsed year is lower than the annual Guaranteed Maximum Consumptions of electricity and natural gas, calculated under the same mechanism as above but over a year and not over a month, the Employer's Representative shall fairly determine the savings generated to the Employer due to this lower consumption than anticipated. Savings shall be the additional amount that the Employer would have had to pay to the Contractor, in case the annual electricity and natural gas consumptions had equated the annual Guaranteed Maximum Energy Consumption.

The savings shall be included by the Contractor at the last month of the each operation year of the Contractor's Statement in accordance with Sub-Clause 14.3 [*Application for Advance and Interim Payment Certificates*].

Regarding electrical energy production, if the contractor exceeds the minimum electrical energy production amount specified in the performance guarantee table, the exceeding amount shall be equally split in between the Parties, and the Contractor's share be included by the Contractor in the next Contractor's Statement in the scope of provisional sum in accordance with Sub-Clause 14.3 [*Application for Advance and Interim Payment Certificates*].

(B) PAYMENT PROCEDURES

When applying for certification and making payments, the procedures shall be as follows:

- The Contractor shall prepare and submit a Statement to the Employer's Representative after the end of each month
- Approval of the works items by the Employer's Representative will be included in the relevant Statement
- Preparation of the digital Statement together with the site inspection forms by the Contractor at the end of each month.
- Review and approval of the prepared digital statement by the Employer's Representative
- Preparation of the number of printed copies of the approved digital Statement specified in GCC 14.3 and signing by the Contractor and submission of the Statement by the Contractor
- Issuance and signing of the Payment Certificate by the Employer's Representative and the Employer
- Preparation of documents related to the payment of the Payment Certificate by the Employer
- Payment to the Contractor's specified account by the Employer
- Distribution and Recording of the signed Payment Certificate between AFD-Employer-Employer's Representative-Contractor by the Employer's Representative

(C) COST INDEXATION

Cost indexation shall be carried out in accordance with Appendix 1 to Financial Bid – Schedule of Cost Indexation

Appendix 2 – Schedule of Performance Guarantees

[Insert Schedule of Performance Guarantees as completed by the Bidder in his Bid (Section IV – Bidding Forms)]

Appendix 3 –Performance damages

1) Introduction and scope of application of performance damages

This Appendix defines the performance damages which are to be paid by the Contractor in case the Contractor does not comply, during the Operation Service Period, with the Performance Guarantees defined under the Schedule of Performance Guarantees.

Such performance damages apply in furtherance to the provisions contained in:

- a) GCC Sub-Clause 10.7 [*Failure to Reach Production Outputs*]; and
- b) GCC Sub-Clause 11.11 [*Failure to pass tests Prior to Contract Completion*].

These performance damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Clause 15 [*Termination by Employer*].

The payment of such performance damages shall not relieve the Contractor of any duties, obligations or responsibilities he has under the Contract, including, for the avoidance of doubt, the obligation to ensure that the Works remain in accordance with the Contract during the Operation Service Period.

2) Failure to meet Performance Guarantees during the Operation Service Period:

The performance damages referred to under GCC Sub-Clause 10.7, due by the Contractor to the Employer, shall be as follows:

(Below mentioned KPIs will be monitored six monthly period and total performance damages will be evaluated and finalised at the end of the year)

No.	KPI Description	KPI Breach	Performance Damages
1	Availability of the Operation Duration of the Facility (to determination downtime period)	Non-compliance with the maximum guaranteed value by the contractor	EUR 75 for each ton of sludge that remains undisposed during the facility is not operational.
2	Hurma WTE Facility Capacity	Non-compliance with the maximum guaranteed values for dried sludge and dewatered sludge by the contractor	EUR 75 per ton sludge of non-compliant amount of the minimum guaranteed value by the contractor.
3	FBI Combustion Temperature	Non-compliance with the minimum guaranteed values for inlet sludge (dried sludge and dewatered sludge) by the contractor	200% of tariff of the operational cost of the exceeded natural gas consumption.
4	FBI Combustion Efficiency	Non-compliance with the minimum guaranteed values for inlet sludge (dried sludge and dewatered sludge) by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
5	Electrical Energy Produced	Non-compliance with the minimum guaranteed values for inlet sludge (dried sludge and	200% of the tariffed electricity operational cost for each kW below the minimum electricity generation value

No.	KPI Description	KPI Breach	Performance Damages
		dewatered sludge) by the contractor	
6	Dryness of pre-dried sludge (%)	Below the minimum guaranteed value by the contractor	200% of tariff of the operational cost of the exceeded natural gas consumption.
7	Flue Gas emission, TSP*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
8	Flue Gas Emission, Nox, NO ₃ , µg/m ³ air	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
9	Flue Gas Emission, HCl µg/m ³ air	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
8	Flue Gas Emission, Carbon Monoxide µg/m ³ air	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
9	Flue Gas Emission, Carbon Monoxide µg/m ³ air	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
10	SO ₂ *	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
11	CO**	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
12	HCl*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
13	Dioxin/Furan (PCDD/F)*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
14	Mercury (Hg)*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
15	Cadmium (Cd)*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
16	Antimony (Sb)*	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
17	Total organic carbon	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.
18	HF	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.

No.	KPI Description	KPI Breach	Performance Damages
19	Thallium and its compounds	Non-compliance with the maximum guaranteed value by the contractor	125% of the penalties determined according to the related Turkish Emission Control Regulation.

3) Failure to pass Tests Prior to Contract Completion:

The performance damages below correspond to the amount to be paid by the Contractor to the Employer for failure to pass the Tests Prior to Contract Completion, as laid down under sub-paragraph (c) of PCC Sub-Clause 11.11.

No.	KPI Name	KPI Description	KPI Breach	Performans Damages
1	Electricity Consumption	[The electricity power consumption of the entire facility, per ton of the inlet sludge of the Hurma WTE Facility shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
2	Natural Gas Consumption	[The natural gas consumption of the entire facility, per ton of the inlet sludge of the Hurma WTE Facility shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
3	Ammonia (if require, it can be change according to Bidder's technical proposal)	[The ammonia consumption for fed to FBI per volume of flue gas shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
4	Activated Carbon (if require, it can be change according to Bidder's technical proposal)	[The activated carbon consumption for fed to dry reactor of the emission control unit per volume of flue gas shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below

5	Chemical agent includes sodium and/or calcium ingredients (if require, it can be change according to Bidder's technical proposal)	[The Chemical agent consumption for fed to dry reactor of the emission control unit per volume of flue gas shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
6	[Chemical Type] 1 (if require additional chemicals can be added according to Bidder's technical proposal)	[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
7	[Chemical Type] 2 (if require additional chemicals can be added according to Bidder's technical proposal)	[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below
8	[Chemical Type] etc.	[The chemical consumption of this reagent, per xxx of xxx, shall be less or equal to the guaranteed value.]	Non-compliance with the maximum guaranteed value by the contractor	Calculated as per formulae below

Formulae for performance damages under item 1:

$$PD = (AECR - GMECR \times 1.05) \times V \times RLE \times CE \times I$$

Where:

PD =	Performance damages in currency
AECR =	Actual Electricity Consumption Rate (in kWh per ton Sludge)
GMECR =	Guaranteed Maximum Electricity Consumption Rate (in kWh per m ³ of water production) as defined in the Schedule of Performance Guarantees
V =	Disposal Volume (in ton/year)
RLE =	Residual Life Expectancy of the facility, being the difference in between the life span expectancy of the facility, as defined in the Schedule of Performance Guarantees, and the Operation Service Period
CE =	Cost of Electricity, in currency per kWh
I =	110%

Formulae for performance damages under item 2:

$$PD = (AGCR - GMGCR \times 1,05) \times V \times RLE \times CG \times I$$

Where:

PD =	Performance damages in currency
AGCR =	Actual Natural Gas Consumption Rate (in m ³ per ton Sludge)
GMGCR =	Guaranteed Maximum Natural Gas Consumption Rate (in m ³ per ton) as defined in the Schedule of Performance Guarantees
V =	Disposal Volume (in ton/year)
RLE =	Residual Life Expectancy of the facility, being the difference in between the life span expectancy of the facility, as defined in the Schedule of Performance Guarantees, and the Operation Service Period
CG =	Cost of natural gas, in currency per m ³
I =	110%

Formulae for performance damages under item 3-8:

$$PD = (ACCR - GMCCR \times 1,05) \times V \times RLE \times CC \times I$$

Where:

PD =	Performance damages in currency
ACCR =	Actual Chemical Consumption Rate (in [kg/ton for solids, l/ton for liquids])
GMCCR =	Guaranteed Chemical Consumption Rate (in [kg/ton for solids, l/ton for liquids]) as defined in the Schedule of Performance Guarantees
V =	Disposal Volume (<i>in ton/year</i>)
RLE =	Residual Life Expectancy of the facility, being the difference in between the life span expectancy of the facility, as defined in the Schedule of Performance Guarantees, and the Operation Service Period
CC =	Cost of Chemical, in currency per kg
I =	110%

The performance damages used in conjunction with Sub-Clause 11.11 are meant to cover the likely losses of the Employer, over the remaining life span of the facility beyond the Contract completion, and therefore beyond the Operation Service completion.

Accordingly, if the Tests Prior to Contract Completion reveal that, for example, the consumption of energy or of chemicals is still higher than the Contractor's Performance Guarantees in the Schedule of Performance Guarantees, this means that the Employer will suffer from the consequences of such breach of Contract once the Employer takes over the facility from the Contractor and until the end of the life span of the facility; it was the Contractor who suffered from the consequences of such breach during the Operation Service Period.

The performance damages shall be set to remedy such breach, by providing adequate compensation to the Employer.

Performance Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and address of Employer]*

Date: _____ *[insert date of issue]*

PERFORMANCE GUARANTEE No.: _____ *[insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, a Performance Security is required.

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

This guarantee shall expire, no later than the _____ day of _____ 2____², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

[signature(s)]

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

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

² Insert the date twenty-eight days after the expected Contract Completion Date as described in GCC Clause 8.6. The Employer should note that in the event of an extension of this date for completion of the Contract, the Contractor would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and address of Employer]*

Date: _____ *[insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *[indicate the amount in figures and letters]* is to be made against an advance payment guarantee.

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

- a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or Payment Certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____ 2____², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

[signature(s)]

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

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and address of Employer]*

Date: _____ *[insert date of issue]*

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

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("**the Retention Money**"), and that when the Commissioning Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money is to be made against a Retention Money guarantee.

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

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

This guarantee shall expire no later than the _____ day of _____ 2____¹, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

[signature(s)]

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

¹ Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the expected Contract Completion Date as described in GCC Clause 8.6. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."