

## Republic of Albania

### Albanian Railways Invitation for Tenders

*The Rehabilitation of Durres – Tirana Public Transport Terminal (PTT) railway line and new railway connection to Tirana International Airport (TIA)*

This Invitation for Tenders follows the General Procurement Notice for this project which was published on the EBRD website, *Project Procurement Notices* (<http://www.ebrd.com/pages/workingwithus/procurement/project.shtm>) on **11.06.19**

Procurement will be carried out in accordance with the EBRD “Procurement Policies and Rules” (PPR), which are published on the Bank’s website.

Albanian Railways ( "Hekurudha Shqiptare" or "HSH") hereinafter referred to as “the Employer” or “the Client”, has received a loan from the European Bank for Reconstruction and Development and a grant from **EU Western Balkan Investment Fund (“WBIF”)** via the European Bank for Reconstruction and Development, hereinafter referred to as “the Bank”, and intends using part of the proceeds towards the cost of Albanian Railways, hereinafter referred to as “the Project”.

The Client now invites tenders for the following contract(s), hereinafter referred to as “the Contract”, to be funded from part of the above proceeds:

*The Rehabilitation of Durres – Tirana Public Transport Terminal (PTT) railway line and new railway connection to Tirana International Airport (TIA) which includes the design and build of the 39 Km of railway infrastructure, including the signalling and communication*

Only tenderers that have been pre-qualified for the proposed Contract(s) are invited to submit a tender.

The Tender Document, upon request, will be dispatched electronically free of charge or may be downloaded from the internet using the following link: <https://www.infrastruktura.gov.al/shprehje-interesi/>

A two stage procedure will be adopted as follows:

- (a) The first stage will consist of a technical proposal only (without any reference to prices) and list of any deviations to the requirements of the Tender Document or any alternative technical solutions, with justifications, which meet the basic objectives of the project. The technical proposal shall be complemented with the participant's qualification information. Following evaluation by the Client of the first stage tenders, the Client may invite each participant, who meets the qualification criteria and who has submitted a technically responsive tender, to a clarification meeting. The proposals of all such participants will be reviewed at the meeting and all required amendments, additions, deletions and other adjustments will be noted and recorded in a memorandum. Only qualified participants submitting a technically responsive and acceptable first stage tender will be invited to submit a second stage tender.
- (b) the second stage tender will consist of an updated technical tender incorporating all changes required by the Client as recorded in the memorandum to the clarification meeting or as necessary to reflect any amendments to the Tender Document issued subsequent to submission of the first stage tender; and the commercial tender.

First stage tenders must be duly completed and submitted to the Client on or before **12:00 (local time) on 15.01.2020**

Interested firms or individuals may obtain further information from the following office:

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# STANDARD PROCUREMENT DOCUMENT

## TWO STAGE OPEN TENDERING (WORKS)

**PROCUREMENT OF:** The Rehabilitation of Durrës – Tirana Public Transport Terminal (PTT) railway line and new railway connection to Tirana International Airport (TIA)

Issued on:	31.10.2019
Tender No:	48466
Client:	Albanian Railways ("Hekurudha Shqiptare" or "HSH")
Project:	Albanian Railways
Country:	Albania

# Tender Document

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# Section I: Instructions to Participants (ITP)

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### A. General

- 1. Scope of Tender**
- 1.1 The Client indicated in Section II, Data Sheet, hereinafter referred to as “DS”, issues this Tender Document for the procurement of the contract(s) described in Section V: The Requirements, in accordance with the procedures, conditions and contracts terms prescribed in Section VII, Contract Terms and Conditions, hereinafter referred to as “the Contract”, to be implemented under within the framework of the project, specified in the DS, hereinafter referred to as “the Project”.
- The title and identification of the Tender process as well as the number of contracts (lots) and their titles are provided in the DS.
- Procurement will be carried out in accordance with the EBRD’s “Procurement Policies and Rules”, hereinafter referred to as “PPR”, which are published on the Bank’s website. The applicable version of the PPR is specified in the DS.
- 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, Contract Terms and Conditions.
- 1.3 The Client invites eligible tenderers, hereinafter referred to as “Tenderer” or “Participant”, to tender for the Contract.
- 2. Source of Funds and Applicable Procurement Rules**
- 2.1 Unless otherwise stated in the DS, the Borrower/the Grant Recipient (hereinafter called “Borrower” or “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing (hereinafter called “funds”) from/via the European Bank for Reconstruction and Development (hereinafter called the “Bank”) toward the cost of the Project. The Borrower/the Grant Recipient, if different from the Client, intends to make available to the Client a portion of the funds and/or the Client will use the funds for eligible payments under the Contract for which this Tender Document is issued.
- 2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower/the Grant Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower/the Grant Recipient and the Bank (hereinafter called the “Loan Agreement” or “Grant Agreement”, as appropriate) and will be subject in all respects to the terms and conditions of that Loan Agreement/Grant Agreement. No party other than the Borrower/the Grant Recipient shall derive any rights from the Loan Agreement/the Grant Agreement or have any claim to the funds. The proceeds of the Bank’s loan or grant administered by the Bank will not be used for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3. Prohibited Practices**
- 3.1 The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
- 3.2 The Borrower/the Grant Recipient (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited

Practices with respect to the procurement, award, or execution of the Contract.

- 3.3 The Bank may declare any contract subsequently awarded to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:
- (a) the Borrower/the Grant Recipient (including beneficiaries of Bank's loans or grants administered by the Bank), Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract;
  - (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;
- 3.4 In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- 3.5 In contracts financed by the Bank, the Bank requires a provision mandating Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and/or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project related complaints made under the Bank's Project Complaint Mechanism.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract

- 3.6 Prohibited Practices and other terms in this provision, if not defined herein or in Section VII, Contract Terms and Conditions, have the meaning as defined in the Enforcement Policy and Procedures.

The applicable version of the Enforcement Policy and Procedures is specified in the DS.

#### 4. Eligible Participants

- 4.1 A Participant may be a natural person, private entity, government owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).

In the case of a JVCA:

- (a) the partners of the JVCA are deemed to be jointly and severally liable in respect of their tender;
- (b) the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the

- partners of the JVCA during the tendering process; and
- (c) the JVCA may not alter its composition and legal status after submitting its tender.
- 4.2 Unless stated otherwise in the DS, subject to the conditions specified in the ITP 4.3 to 4.8 below, a Participant from any country may tender.
- A Participant shall be deemed to have the nationality of a country if the Participant is a citizen of, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.
- 4.3 A Participant shall not have a conflict of interest. All Participants found to have a conflict of interest shall be disqualified. A Participant may be considered to have a conflict of interest with one or more parties in this tendering process, if:
- (i) they have controlling partners in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this tender; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Participant, or influence the decisions of the Client regarding this Tender process; or
- (v) a Participant, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Participant, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or
- (vi) a Participant, its affiliates or parent organisation has participated as a consultant in the preparation of Section V: Tender Requirements , which is the subject of the tender; or
- (vii) a Participant, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.
- 4.4 Notwithstanding the provisions of ITP 4.3 above, a firm or a member of a JVCA may participate in only one tender for the Contract, either individually or as a partner in a JVCA. Submission or participation by a Participant in more than one tender for the Contract will result in the disqualification of all tenders for that Contract in which the party is involved. However, this does not limit the inclusion of the same subcontractors in more than one tender.
- A subcontractor is not deemed to be a participant in the tender.
- 4.5 A Participant shall be disqualified if the Participant is under a declaration of ineligibility by the Bank in accordance with ITP 3, at the date of the deadline for tender submission or thereafter.
- 4.6 No affiliate of the Borrower/the Grant Recipient, or the Client, or of a procurement agent engaged by the Client, shall be eligible to participate in a tender in any



capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Borrower/the Grant Recipient, the Client or the Client's agent and affiliate.

- 4.7 Participants shall provide such evidence of their eligibility satisfactory to the Client, as the Client may reasonably request.
- 4.8 Firms or individuals shall be excluded from participation in a procurement process or resulting contract award, if:
- (a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;
  - (b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;
  - (c) any import of goods from the Participant's country or any payments to persons or entities in that country are prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 4.9 In the event that prequalification of potential Participants has been undertaken, only tenders from prequalified Participants will be considered for award of the Contract. A prequalified Participant should submit with its tender any information updating its original prequalification application and confirm in its tender that the other original prequalification information submitted remains essentially correct as of the date of tender submission.

The formation of a joint venture after prequalification as well as any change in a prequalified joint venture shall be subject to the written approval by the Client prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the joint venture is substantially changed; (iii) the new joint venture is not qualified; (iv) in the opinion of the Client, a substantial reduction in competition may result; or (v) request for a change in the status of the prequalified Participant is received by the Client after the date, stated in the DS.

The Client shall use its best efforts to notify any changes in the list of prequalified participants as soon as it would be possible and in any case prior to the tender opening.

- 5. Cost of participation in Tendering**
- 5.1 The Participant shall bear all costs associated with the preparation and submission of its tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
- 6. Language of Tender**
- 6.1 The tenders, as well as all correspondence and documents relating to the Tender exchanged by the Participant and the Client, shall be written in the language specified in the DS.

Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the tender, such translation shall govern.

## B. Contents of Tender Document

- 7. Sections of Tender Document**
- 7.1 The Tender Document consist of the Sections detailing the Tendering Procedures indicated below, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 9.
- Section I: Instructions to Participants
  - Section II: Data Sheet
  - Section III: Evaluation Methodology
  - Section IV: Eligibility and Qualification Criteria
  - Section V: Forms
  - Section VI: Requirements
  - Section VII: Contract Terms and Conditions
- 7.2 The Invitation for Tenders issued by the Client is not part of the Tender Document.
- 7.3 A Participant shall obtain the Tender Document from the source stated by the Client in the Invitation for Tenders; otherwise the Client is not responsible for the completeness of the Tender Document.
- 7.4 The participant is expected to examine all instructions, forms, terms and conditions of the Contract, the Requirements and other information in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
- 8. Clarification of Tender Document, Site Visit, Pre-Tender Meeting**
- 8.1 The Participant requiring any clarification of the Tender Document shall contact the Client in writing, as described in the DS, or raise his enquiries during the clarification meeting if provided for in accordance with ITP 8.4.
- The Client will respond to any request for clarification, provided that such request is received not later than the number of calendar days, specified in the DS, prior to the deadline for submission of tenders. The Client's response shall be in writing with copies to all Participants who have acquired the Tender Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure described under ITP 9.
- 8.2 Where applicable, a Participant may visit and examine the Site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the tender and entering into the Contract. The costs of visiting the site shall be at the Participant's own expense.
- 8.3 Where the Participant and any of its personnel or agents have been granted permission by the Client to enter upon its premises and lands for the purpose of such visit, the Participant, its personnel, and agents will release and indemnify the Client 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 visit.
- 8.4 The Participant's designated representative is invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify

issues and to answer questions on any matter that may be raised at that stage.

If so provided in the DS, the Client will organise a site visit.

- 8.5 A Participant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one week before the meeting.
- 8.6 Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants who have acquired the Tender Document in accordance with ITP 7.3.

Any modification to the Tender Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issue of an amendment pursuant to ITP 9 and not through the minutes of the clarification meeting.

- 8.7 Non-attendance at the clarification meeting will not be a cause for disqualification of a Participant.

**9. Amendment of Tender Document**

- 9.1 At any time prior to the deadline for submission of Tenders, the Client may amend the Tender Document by issuing an amendment.
- 9.2 Any amendment issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Client in accordance with ITP 7.3.
- 9.3 To give participants reasonable time in which to take an amendment into account in preparing their Tenders, the Client at its discretion, extend the deadline for the submission of Tenders.

## C. Preparation of First Stage Tenders

- 10. Documents Comprising the First Stage Tender**
- 10.1 The First Stage Tender shall comprise shall comprise the following:
- (a) Letter of Tender - First Stage, with the Covenant of Integrity attached thereto,
  - (b) duly authorised power of attorney, indicating that the person(s) signing the tender have the authority to sign it;
  - (c) company charter(s) and registration (incorporation) documents;
  - (d) completed forms, furnished as per Section V, Forms;
  - (e) completed forms and documentary evidence establishing the Participant's eligibility and qualification, furnished as per Section IV, Eligibility and Qualification Criteria;
  - (f) in the case of a tender submitted by a JVCA, the JVCA agreement;
  - (g) the detailed technical proposal and/or an alternative proposal, if permitted under ITP 12.1, as required in the DS;
  - (h) the list of any comments to the requirements of the Tender Document in respect of Section III, Evaluation Methodology, Section IV, Eligibility and Qualification Criteria, Section VI, Requirements, and Section VII, Contract Terms and Conditions; and
  - (i) any other documents and the additional information, if so required in the DS.
- 11. Letter of Tender - First Stage**
- 11.1 The Participant shall submit the Letter of Tender - First Stage, which comply with the requirements of the Tender Document, using the forms furnished in Section V, Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12. Alternative Tenders**
- 12.1 Unless otherwise indicated in the DS, alternative proposals are permitted.
- 13. Documents Establishing Qualifications of Participants**
- 13.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in Section V, Forms.
- 14. Period of Validity of First Stage Tenders**
- 14.1 First Stage Tenders shall remain valid for the period specified in the DS after the First Stage Tender submission deadline date prescribed by the Client. A First Stage Tender valid for a shorter period may be rejected by the Client as non-responsive.
- 14.2 In exceptional circumstances, prior to the expiration of the First Stage Tender validity period, the Client may request participants to extend the period of validity of their tenders. A Participant may refuse the request.
- The request and the responses shall be made in writing.

## D. General Rules for Submission of Tenders

- 15. Format and Signing of Tenders**
- 15.1 The Participant shall prepare one original of the documents comprising the Tenders as described in the respective provisions of the ITP for the First and Second Stage Tenders submission.
- If required in the DS, in addition, the Participant shall submit copies of the Tenders, in the number specified in the DS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 15.2 The original and all copies of the Tender, where appropriate, shall be made in writing and shall be signed by a person duly authorised to sign on behalf of the Participant. This authorisation shall be in a form of a power of attorney, as described in the respective provisions of the ITP for the First and Second Stage Tenders submission.
- 15.3 A Tender submitted by a JVCA shall comply with the requirements:
- (a) shall be signed so as to be legally binding on all partners; and
  - (b) include the Representative's authorisation referred to in ITP 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
- 15.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tenders.
- 16. Submission of Tenders**
- 16.1 Participants shall submit their Tenders, as specified in the DS.
- 17. Withdrawal, and Modification of Tenders**
- 17.1 At any time prior to the deadline of submission of Tenders, a Participant may withdraw or modify its tender after it has been submitted, following the process specified in the DS.

## E. Submission and Opening of First Stage Tenders

- 18. Deadline for Submission of First Stage Tenders**
- 18.1 First Stage Tenders shall be received by the Client at the address, and no later than the date and time, indicated in the DS.
- 18.2 The Client may, at its discretion, extend the deadline for the submission of First Stage Tenders by amending the Tender Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 19. Late First Stage Tenders**
- 19.1 Unless otherwise stated in the DS, the Client shall not consider any First Stage Tender that arrives after the deadline for submission of First Stage Tenders.
- 20. First Stage Tender Opening**
- 20.1 The Client shall conduct the First Stage Tender Opening, as described in the DS.
- 20.2 The Client shall prepare a record of the First Stage Tender Opening that shall include, as a minimum the name of the participants and whether there are any withdrawals, or modifications, and the presence of any alternatives, as well as any other information, as the Client may consider necessary.
- A copy of the record shall be distributed to all Participants, who submitted First Stage Tenders and posted online, when electronic Tendering is used.
- 20.3 First Stage Tenders and their modifications, which are not mentioned in the record of the First Stage Tender Opening may not be considered for evaluation.

## F. First Stage Tenders Evaluation

- 21. Examination of First Stage Tenders**
- 21.1 The Client will examine the First Stage Tenders to determine whether they are complete, whether the documents have been properly signed, and whether they are generally in order.
- 21.2 Any tenders found to be non-responsive for any reason, or tenders not meeting the minimum levels of the requirements specified in the Tender Document will be rejected by the Client and not included for further consideration.
- 21.3 The Client will also carry out a preliminary examination of any alternative proposals submitted by Participants.
- 22. Evaluation of First Stage Tenders**
- 22.1 In the absence of prequalification, the Client will ascertain to its satisfaction whether Participants determined as having submitted responsive First Stage Tenders are qualified to perform the contract satisfactorily in accordance with the criteria and methodology specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria.
- A negative determination will result in rejection of the Participant's tender.
- Notwithstanding the above, the Client reserves the right to waive any minor deviations from the criteria specified in Section IV, Eligibility and Qualification Criteria that do not materially affect the capability of the Participant to perform the Contract.
- 22.2 The Client will evaluate First Stage Tenders, which satisfy the preliminary examination pursuant to ITP 21 and ITP 22.1 above, as detailed in Section III, Evaluation Methodology, in order to determine whether the First Stage tenders are substantially responsive to the requirements set forth in the Tender Document and may constitute an acceptable basis for a Second Stage Tender.
- In order to reach such a determination, the Client will examine all aspects of the tenders, including any deviations from or modifications to the First Stage Tender, as well as any alternative proposals, based on the information supplied by the Participants.
- Following an affirmative determination the Client may invite the Participant to a clarification meeting in accordance with ITP 23.
- 22.3 To assist in the examination, evaluation, and comparison of the First Stage Tenders and qualification of the participants, the Client may, at its discretion, ask any Participant for a clarification of its First Stage Tender and/or to submit any necessary missing information or documentation, allowing a reasonable time for response. Any clarification or information submitted by a Participant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- If a participant does not provide clarifications of its First Stage Tender or missing information by the date and time set in the Client's request for clarification, its First Stage Tender may be rejected.
- 23. Clarification Meetings**
- 23.1 The Client may conduct clarification meetings with each or any Participant to clarify any aspects of its First Stage Tender.
- During these meetings, the Client may also bring to the attention of the Participant any amendments or changes to the First Stage Tender, which the Client may require.
- 23.2 The Client will also advise the Participant of any exceptions or deviations in the First Stage tender that are unacceptable and that are to be withdrawn in the Second Stage Tender, and of such exceptions or deviations that the Client finds acceptable.
- 23.3 The Client will also review any alternatives offered by the Participant.

- 23.4 All amendments, changes, withdrawals to the First Stage Tender will be listed in an Annex to the memorandum documenting the clarification meeting entitled "Changes Required Pursuant to First Stage Tenders Evaluation" and will be formally notified to the Participant as part of the invitation to submit a Second Stage Tender.
- 24. Invitation to submit Second Stage Tender**
- 24.1 At the end of the First Stage Tenders evaluation and after holding clarification meetings, the Client will
- (a) if required, issue an amendment to the Tender Document, modifying inter alia and as needed, Section III, Evaluation Methodology, Section IV, Eligibility and Qualification Criteria, Section VI, Requirements, or Section VII, Contract Terms and Conditions, resulting from the First Stage evaluation and clarification meetings, with the objective of enhancing competition without compromising essential project objectives; and
  - (b) either
    - (i) invite a Participant to submit an updated Second Stage Tender based on the modifications (if any) of its First Stage Tender, listed in the "Changes Required Pursuant to First Stage Tenders Evaluation" Annex to the Memorandum of the clarification meeting held with the participant; or
    - (ii) notify a Participant that its First Stage Tender has been rejected as substantially non-responsive, or that the Participant does not meet the minimum qualification requirements set forth in the Tender Document; or
    - (iii) in exceptional cases, request all Participants to submit revised First Stage Tenders, which will be reiteratively processed in accordance with the ITP above.
- 24.2 The invitation or notification shall include the following information:
- (i) name of each Participant, who submitted a First Stage Tender;
  - (ii) names of the Participants, who are invited to submit Second Stage Tenders; and
  - (iii) names of Participants whose Tenders were rejected.
- In addition to the above information, the Client shall provide each unsuccessful Participant individually with the particularities of the detailed reasons for the rejection of their respective First Stage Tender.
- 24.3 After this notification, an unsuccessful Participant may request in writing the Client for a debriefing seeking further explanations on the grounds on which its First Stage Tender was not successful. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing.
- 24.4 The deadline for submission of Second Stage Tenders and the required validity of the Tenders will be specified in the Invitation to submit Second Stage Tender.



## G. Preparation of Second Stage Tenders

- 25. Documents Comprising Second Stage Tender**
- 25.1 The Second Stage Tender shall comprise the following:
- (a) Letter of Tender with the Covenant of Integrity attached thereto,
  - (b) the Appendix to Tender, if appropriate;
  - (c) duly authorised power of attorney, indicating that the person(s) signing the tender have the authority to sign it;
  - (d) completed forms, furnished as per Section V, Forms;
  - (e) confirmation of the Participant's qualification status, as per Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria, and/or the list of any changes to it that may have occurred between submission the First and Second Stage Tenders;
  - (f) in the case of a tender submitted by a JVCA, the JVCA agreement;
  - (g) the tender security;
  - (h) the final technical proposal, as required in the DS;
  - (i) the signed memorandum of the clarification meeting held with the Participant, if any;
  - (j) the Price Schedules;
  - (k) contract cash flow forecast, as required in the DS; and
  - (l) any other documents and the additional information, if so required in the DS.
- 26. Letter of Tender - Second Stage**
- 26.1 The Participant shall submit the Letter of Tender - Second Stage, which comply with the requirements of the Tender Document, using the forms furnished in Section V, Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 27. Tender Prices and Discounts**
- 27.1 Tender prices quoted by the Participant in the Letter of Tender - Second Stage shall be for the entire scope of the Contract and conform to the requirements specified in the DS.
- 27.2 The Participant shall fill in rates and prices for all items of the Price Schedules. Items against which no rate or price is entered by the Participant will not be paid for by the Client and shall be deemed covered by the rates for other items and prices in the Price Schedules.
- 27.3 In the Letter of Tender - Second Stage the Participant shall quote any discounts and the methodology for their application.
- 28. Currencies of Second Stage Tender**
- 28.1 The currency(ies) of the Second Stage Tender shall be as specified in the DS.
- 29. Period of Validity of Second Stage Tenders**
- 29.1 Second Stage Tenders shall remain valid for the period specified in the Invitation to submit the Second Stage Tender, calculated from the Second Stage Tender submission deadline date prescribed by the Client. A Second Stage Tender valid for a shorter period shall be rejected by the Client as non-responsive.
- 29.2 In exceptional circumstances, prior to the expiration of the Second Stage Tender validity period, the Client may request participants to extend the period of validity of their tenders. The request and the responses shall be made in writing. A Participant may refuse the request without forfeiting its tender security. A Participant granting the request shall not be required or permitted to modify its Second Stage Tender,

except as provided in ITP 40.

If a tender security is requested in accordance with ITP 30, the participant agreeing to the request shall also extend validity of the tender security for at least twenty-eight (28) calendar days beyond the validity of the tender.

29.3 In the case of fixed price contracts, if the period of tender validity is extended, the tender price of the successful Participant shall be adjusted up to the date of the contract award, as specified in the request for extension, to arrive at the Contract price. Second Stage Tenders evaluation shall be based on the Tender Price without taking into consideration the above adjustment.

### 30. Tender Security

30.1 If so required in the DS, the participant shall furnish with its Second Stage Tender, the original of a tender security, based on the form included in Section V, Forms, or in another substantially similar form approved by the Client prior to Tender submission. In either case, the form must include the complete name of the Participant.

30.2 The tender security amount and currency shall be as specified in the DS.

30.3 The tender security shall be a demand guarantee in any of the following forms at the Participant's option:

- (a) an unconditional guarantee issued by a bank; or
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

The tender security shall be issued by a reputable bank. The issuing bank shall have the minimum credit rating stated in the DS.

30.4 The tender security shall be valid for twenty-eight (28) calendar days beyond the validity of the Tender.

30.5 If a tender security is required pursuant to ITP 30.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Client as non-responsive.

30.6 If a tender security is required pursuant to ITP 30.1, the tender security of unsuccessful participants shall be returned to them as promptly as possible and in any case (a) immediately after expiration of the validity of their tenders, or (b) once the successful participant has signed the Contract and furnished the performance security, required under the Contract; whichever is the earlier.

30.7 The tender security of the successful Participant shall be returned as promptly as possible once the successful participant has signed the Contract and furnished the performance security, required under the Contract.

30.8 The tender security may be forfeited:

- (a) if a participant withdraws its tender during the period of Tender validity specified by the participant in the Letter of Tender or
- (b) if the successful participant fails to:
  - (i) sign the Contract in accordance with ITP 47; or
  - (ii) furnish the performance security, required under the Contract; or
  - (iii) accept the correction of arithmetical errors of the tender in accordance

with ITP 40.

30.9 The tender security of a JVCA shall normally be in the name of the JVCA that submits the Tender.

The tender security of a JVCA can be in the name of a partner of the JVCA on condition that the tender security clearly specifies the names of all partners of the JVCA and states that the security is submitted for and on behalf of the JVCA.

## H. Submission and Opening of Second Stage Tenders

- 31. Deadline for Submission of Second Stage Tenders**
- 31.1 Second Stage Tenders shall be received by the Client at the address indicated in the DS, and no later than the date and time, stated in the Invitation to submit Second Stage Tenders.
- 31.2 The Client may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 32. Late Second Stage Tenders**
- 32.1 The Client shall not consider any Second Stage Tender that arrives after the deadline for submission of the Second Stage Tenders.
- 33. Second Stage Tender Opening**
- 33.1 The Client shall conduct the Tender Opening, as described in the DS.
- 33.2 The Client shall prepare a record of the Tender Opening that shall include, as a minimum: the name of the Participants, the tender prices, including discounts, if any, the presence (or absence) of tender security, if required pursuant to ITP 30, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.
- A copy of the record shall be distributed to all Participants, who submitted Second Stage Tenders and posted online, when electronic Tendering is used.
- 33.3 Tenders, discounts and modifications, which are not mentioned in the record of the Tender Opening shall not be considered for evaluation irrespective of circumstances.

## I. Second Stage Tenders Evaluation

- 34. Confidentiality**
- 34.1 Information relating to the evaluation of Second Stage Tenders shall not be disclosed to Participants or any other persons not officially concerned with such process until information on Contract award is communicated to the Participants.
- 34.2 Any attempt by a Participant to influence the Client in the evaluation of the Second Stage Tenders or Contract award decisions may result in the rejection of its Second Stage Tender.
- 34.3 Notwithstanding the above, from the time of Second Stage Tender opening to the time of Contract award, if any Participant wishes to contact the Client on any matter related to the tendering process, it should do so in writing.
- 35. Clarification of Second Stage Tenders**
- 35.1 To assist in the examination, evaluation, and comparison of the Second Stage Tenders and qualification of the Participants, the Client may, at its discretion, ask any Participant for a clarification of its Second Stage Tender, allowing a reasonable time for response. Any clarification submitted by a participant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Second Stage Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Second Stage Tenders, in accordance with ITP 40.
- 35.2 If a Participant does not provide clarifications of its Second Stage Tender by the date and time set in the Client's request for clarification, its Tender may be rejected.
- 36. Determination of Responsiveness**
- 36.1 A substantially responsive Second Stage Tender is one that meets the requirements of the Tender Document and the Invitation to submit Second Stage Tender, including the Annex to the memorandum documenting the clarification meeting entitled "Changes Required Pursuant to First Stage Tenders Evaluation", without material deviation, reservation, or omission as defined below:
- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 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 Requirements as specified in Section VI, Requirements ; or
    - (ii) limit in any substantial way, inconsistent with the Tender Document, the Client's rights or the participant's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other participants presenting substantially responsive Tenders.
- 36.2 The Client shall examine the technical aspects of the Second Stage Tender in particular, to confirm that all requirements of Section VI, Requirements and Section VII, Contract Terms and Conditions, have been met without any material Deviation, Reservation, or Omission.
- 36.3 The Client shall use the criteria and methodology specified in Section III, Evaluation

Methodology. No other evaluation criteria or methodologies shall be permitted.

- 37. Evaluation of Second Stage Tenders**
- 37.1 The Client's evaluation of a Tender shall be based on the content of the Second Stage Tender itself, as defined in ITP 25 and clarifications thereof.
- 37.2 If a Second Stage Tender is not substantially responsive to the requirements of the Tender Document and the Invitation to submit Second Stage Tender, including the Annex to the memorandum documenting the clarification meeting entitled "Changes Required Pursuant to First Stage Tenders Evaluation", it shall be rejected by the Client and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
- 38. Nonmaterial Nonconformities**
- 38.1 Provided that a Second Stage Tender is substantially responsive, the Client may waive any quantifiable nonconformities in the tender that do not constitute material Deviations, Reservations or Omissions.
- The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Client, taking into consideration the corresponding tender prices of other responsive participants, or other appropriate market prices. Such costs will be at the Client's sole discretion. A Participant will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.
- Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Client shall not be taken into account in tender evaluation.
- 38.2 Provided that a Second Stage Tender is substantially responsive, the Client may request the Participant to submit any necessary missing information or documentation, within a reasonable period of time, to rectify non-material omissions in the tender. Requested information or documentation on such omissions shall not be related to any aspect of the price of the tender.
- Failure of the Participant to comply with the request may result in the rejection of its Second Stage Tender.
- 39. Evaluation Methodology**
- 39.1 The Client shall use the criteria and methodologies indicated in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.
- 40. Correction of Arithmetical Errors**
- 40.1 Provided that the Second Stage Tender is substantially responsive, the Client 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 former shall prevail and the latter will be corrected accordingly;
  - (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;
  - (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (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) and (b) above.

- 40.2 If a Participant does not accept the correction of errors, its Second Stage Tender shall be declared non-responsive and rejected and its tender security may be forfeited.
- 41. Conversion to Single Currency** 41.1 For evaluation and comparison purposes, the currency(ies) of the Second Stage Tender shall be converted into a single currency, as specified in Section III, Evaluation Methodology.
- 42. Tender Adjustments** 42.1 For the evaluation and comparison purposes the Client shall adjust the Tender prices using the methodology specified in Section III, Evaluation Methodology.
- 43. Qualification of the Participant** 43.1 The Client shall determine to its satisfaction whether the participant that is selected as having submitted the most economically advantageous and substantially responsive Second Stage Tender meets the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria.
- 43.2 The determination shall be based upon an examination of information submitted by the Participant, pursuant to ITP 25.
- 43.3 An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Second Stage Tender, in which event the Client shall proceed to the next most economically advantageous Second Stage Tender (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology) to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.
- 43.4 Notwithstanding the provisions of ITP 43.3, the Client reserves the right to waive any minor deviations from the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria that do not materially affect the capability of the Participant to perform the Contract.
- 44. Client's Right to Accept Any Tender, and to Reject Any or All Tenders** 44.1 The Client reserves the right to accept or reject any tender, and to annul the Tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to participants. In case of annulment, all tenders submitted and especially, tender securities, shall be promptly returned to the Participants.

## J. Award of contract

- 45. Award Criteria** 45.1 The Client shall award the Contract to the participant whose Second Stage Tender is substantially responsive to the requirements of the Tender Document and has been determined to be the most economically advantageous (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology), provided further that the Participant is determined to be qualified to perform the Contract satisfactorily.
- 46. Notification of Award**
- 46.1 Prior to the expiration of the period of Second Stage Tender validity, the Client shall notify the successful Participant, in writing, that its Second Stage Tender has been accepted. This notification of award shall be issued in the form of the Letter of Acceptance, included in Section VII, Contract Terms and Conditions.
- 46.2 Within seven (7) calendar days of the Participant's receipt of the notification of award, the Participant shall acknowledge it to the Client in writing. The Participant shall enclose to the acknowledgment the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract. Such details shall be provided in the format required in the Letter of Acceptance.
- 46.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 46.4 On the same date as notifying the successful Participant, the Client shall also notify all other Participants of the results of the Tendering, stating the Tender and the resulting Contract title, and providing the following information: (i) name of each Participant, who submitted Second Stage Tender; (ii) their tender prices as read out at Second Stage Tender opening; (iii) respective evaluated prices of each Second Stage Tender; (iv) names of Participants whose Second Stage Tenders were rejected; and (v) the name of the winning Participant, and the contract price, as well as the duration and the title of the Contract awarded.
- At the same time, the Client shall send the above information for publication on the Bank's website.
- 46.5 In addition to the above information, the Client shall provide each unsuccessful Participant individually with the particulars of the calculation of their respective evaluated tender price, or the detailed reasons for the rejection of their respective Second Stage Tender, as appropriate.
- After receipt of the above notification, an unsuccessful Participant may request, in writing, the Client for a debriefing seeking further explanations on the grounds on which his Second Stage Tender was not selected. Upon receiving such a request, the Client shall promptly, and, in any case within two weeks, arrange a debriefing.
- 47. Signing of Contract Agreement**
- 47.1 Pursuant to ITP 46, and promptly upon receipt of the winning Participant's acknowledgement of the notification of award and the bank account details, the Client shall sign the Contract Agreement and send the successful Participant the complete Contract.
- 47.2 Within fourteen (14) calendar days of receipt of the Contract, the successful Participant shall sign, date, and return it to the Client.
- 47.3 Upon signing the Contract, the successful Participant shall provide the Performance Security, as per the Contract Terms and Conditions.



## K. Complaints

- 48. Complaint Procedure**
- 48.1 In the event that any Participant wishes to submit a formal complaint with regard to any aspect of the procurement process, the Participant shall follow the procedures, which can be found at the following link:
- <https://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html>

## Section II: Data Sheet (DS)

## A. General

### ITP 1 Scope of Tender

ITP 1.1 The Client is: Albanian Railways ( "Hekurudha Shqiptare" or "HSH")

The Project is: Albanian Railways

The title of the Tender process is: *The Rehabilitation of Durres – Tirana Public Transport Terminal (PTT) railway line and new railway connection to Tirana International Airport (TIA)*

The identification number of the Tender process is: **48466**

The number of contracts (lots) and titles of contracts, for which the Tender Document are issued: **one**

The applicable version of the Bank's Procurement Policies and Rules (PP&R) is **1 November 2017** (<https://www.ebrd.com/cs/Satellite?c=Content&cid=1395266160617&d=&pagename=EBRD%2FContent%2FDownloadDocument> )

### ITP 2 Source of Funds

ITP 2.1 The Borrower: **The Government of Albania, Albanian Railways, Ministry of Infrastructure and Energy**

The Grant Recipient is: **The Government of Albania, Ministry of Infrastructure and Energy** **The grant is provided by EU Western Balkan Investment Fund through EBRD**

### ITP 3 Prohibited Practices

ITP 3.6 The applicable version of the EPP is **04 October 2017 which is available at** <https://www.ebrd.com/news/publications/policies/enforcement-policy-and-procedures.html>

### ITP 4 Eligible Participants

ITP 4.9 Request for a change in the status of the prequalified Participant shall be received by the Client not later fourteen (14) days prior to the deadline for tender submission.

### ITP 6 Language of Tender

ITP 6.1 The language of the Tender is: **English**

## B. Contents of Tender Document

### ITP 8 Clarification of Tender Document, Site Visit, Pre-tender meeting

ITP 8.1 For clarification purposes only, the Client's contact details are:

Attention: **Bashkim Kasoruho**  
 Street Address: **Lagjia nr.3, Egnatia Street.**  
 Floor/Room number: **First Floor, Meeting Room**  
 City: **Durres**  
 Postal Code: **2001**  
 Country: **Albania**

Alternatively, the requests for clarifications may be sent to the Client's address below:

E-mail address: **[bashkim.kasoruho@hsh.com.al](mailto:bashkim.kasoruho@hsh.com.al)**

ITP 8.1 All requests for clarifications shall be sent to the Client as follows:

**All requests for clarifications shall be sent by email to the Client 's email contact:**  
**[bashkim.kasoruho@hsh.com.al](mailto:bashkim.kasoruho@hsh.com.al)**  
**Head of Project Implementation Unit on Albanian Railways**

ITP 8.1 Requests for clarification shall be received by the Client no later than **14 (fourteen) days** , prior to the deadline for submission of tenders

ITP 8.4 A clarification meeting **will** take place.

The clarification meeting will take place in

Place: **Albanian Railways, Lagjia nr.3, Egnatia Street, , Durres, 2001, Albania**

on the following date:

Date: **20th December 2019**

Time: **01:00 PM (local time)**

A site visit conducted by the Client **will** be organised.

The site visit will take place in

Place: **Albanian Railways, Lagjia nr.3, Egnatia Street, , Durres, 2001, Albania**

on the following date:

Date: **20th December 2019**

Time: **09:00 AM (local time)**

## C. Preparation of First Stage Tenders

### ITP 10 Documents Comprising the First Stage Tender

**ITP 10.1** The Participant's technical proposal shall include the following:

(g)

- (i) An Executive Summary of the technical proposal;
- (ii) The Base Programme shall be structured and provide the minimum information stated required in the Section V Form – Technical Proposal Form. It shall include a brief description of the main tasks, showing the sequence and proposed timetable for implementing the works, including the anticipated timing of each stage of design (if any), procurement, manufacture of plant, delivery to the site, construction, erection and testing(if applicable). In particular, the proposal must detail the temporary and permanent works to be constructed. The Participant must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The Participant must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the Participant must indicate the numbers, types and capacities of the plant and staff/personnel it proposes to use on the main areas of work. The descriptions must demonstrate the Participant's ability to complete the works within the set Time for Completion of Works;
- (iii) At minimum the conceptual design proposal shall include:
  - the conceptual drawings showing all required works listed in the Requirements, the site plan, the location of the access and egress, staging area and limits to the construction activities;
  - a detailed narrative in support of the conceptual drawings setting out the Tenderer's plan for compliance with the technical requirements and the requirement;
  - a detailed program and schedule setting out the proposed sequence of the detailed design preparation to be undertaken, including estimated start date, finish date and time allocations for individual components of the design, proposed resources to be allocated and the identification of all major milestones, including the submission of schematic design documents, design development documents, the Design-Build Documents and required building permits;
  - an itemized list of the principal codes of practice and standards proposed to be used for the Design-Build Documents; and
  - the list of proposed materials, equipment, and plant to be incorporated in the detailed design including detailed information with respect to manufacturer and source, model designation, primary specifications, and year of manufacture, catalogue number, as applicable.
- (iv) The list of planned subcontractors, the description of parts to be subcontracted and the percentage of works to be subcontracted;
- (v) The Environmental, Social, Health and Safety Plan for the Contract;
- (vi) The Quality Assurance Plan for the Contract;
- (vii) Manufacturer's Authorisation Form for the Plant, listed in the Appendix to tender (PCC Clause 14.5) to be incorporated in the works.

**ITP 10.1** A participant shall also provide the following information with the Tender:

(i)

- (i) licences (permissions) for the construction activities which by law are subject to licensing/permission by authorities :  
<http://www.qkr.gov.al/legislation/legislation-on-licenses-permits-and-authorizations/>
- (ii) the names and addresses of the Participant's bank(s);
- (iii) the list of insurance company(ies) proposed for provision of insurance policies under the Contract
- (iv) the list of the bank(s) proposed for issuing the securities under the Contract
- (v) the authorisation allowing the Client to request verification from the Participant's bank(s) and

clients;

- (vi) Environmental, Social, Health and Safety certificates, in-house policies and procedures;
- (vii) ISO and other similar quality assurance, and
- (viii) information and evidence as requested in ITP 13.1
- (ix) Information and evidence to demonstrate that any new proposed subcontractors , which have not been disclosed and evaluated during the prequalification stage, meets the qualification criteria specified in the Prequalification Document.

**ITP 12 Alternative Tenders**

**ITP 12.1 *Alternative tenders are allowed***

**ITP 13 Documents Establishing Qualifications of Participants**

**ITP 13.1**

A prequalified Participant shall confirm in its tender that the original prequalification information submitted remains essentially correct as of the date of tender submission. It shall also submit with its tender the list of changes affecting the prequalification information included in the application for prequalification may have occurred prior to tender submission which may affect the prequalification status of the applicant.

Changes that may negatively impact the qualification status of the Participant as well as changes in the Participant structure on which the Client's prior approval was not obtain as required under the ITP9.4 shall result in the disqualification of the Participant.

A prequalified Participant shall submit with its tender any information to and evidence to demonstrate that the any proposed subcontractors that have not been disclosed at the prequalification stage meet the qualification criteria specified in the Prequalification Document.

Should any of the proposed subcontractor is determined to be unqualified or otherwise unacceptable, the tenderer shall not be rejected, but the Participant shall be required to substitute the proposed subcontractor with the acceptable one as part of the Second Stage Proposal.

**ITT 13.2**

If a Pre-qualified Tenderer has claimed the experience and capability of its parent company for the purposes of meeting the minimum qualification requirements, the Tenderer shall submit with its tender an updated irrevocable guarantee from its parent company. The format of the parent company guarantee shall be approved by the Employer prior to tender submission and shall specify, as a minimum:

- the names of the parties to the parent company guarantee including the name of the Employer, the Tenderer and its guarantor;
- the name of the Contract relating to which the guarantee is provided;
- the validity of the guarantee, which shall be consistent with the time for completion as well as defect notification period required under the Contract;
- the law governing the guarantee, which shall be the same as the law governing the Contract; and
- the cumulative limit of liability of the Guarantor under the guarantee which shall not be less than the limit of liability of the Tenderer under the Contract

Failure to furnish suitable parent company guarantee may result in the rejection of the tender.

**ITP 14 Period of Validity of First Stage Tenders**

The tender validity period shall be: **150** calendar days from the date of the First Stage Tenders opening.

## D. General Rules for Submission of Tenders

### ITP 15 Format and Signing of Tender

ITP 15.1 In addition to the original version of the tender, the number of copies required is: **three**. ***In addition the Participants shall provide an electronic version on CDs or Memory Sticks***

### ITP 16 Submission of Tenders

ITP 16.1 Procedures for submission, sealing and marking are as follows:

The Participant submitting tender by mail or by hand shall enclose the original and copies of the tenders in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL" and "COPY". These envelopes shall then be enclosed in one single package and sealed;

The inner and outer envelopes shall:

- (a) bear the name and address of the Participant;
- (b) be addressed to the Client, as per the respective provisions of ITP;
- (c) bear the specific identification of this Tendering process; and
- (d) bear a warning not to open before the time and date for Tender Opening.

If envelopes and packages are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the tender.

### ITP 17 Withdrawal and Modification of Tenders

ITP 17.1 A Participant may withdraw or modify its tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation. The corresponding modification of the Tender shall be enclosed to the respective written notice. All notices must be prepared and submitted in accordance with ITP 16 with a number of copies, as per ITP 15, and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification".

Tenders requested to be withdrawn shall be returned to the Participants as soon as practicable.

## E. Submission of First Stage Tenders

### ITP 18 Deadline for Submission of First Stage Tenders

ITP 18.1 For First Stage Tenders submission purposes the Client's address is:

Attention: ***Bashkim Kasoruho***  
 Street Address: ***Lagjia nr.3, Egnatia Street.***  
 Floor/Room number: ***First Floor, Meeting Room***  
 City: ***Durres***  
 Postal Code: ***2001***  
 Country: ***Albania***

The deadline for First Stage Tenders submission is:

Date: ***15<sup>th</sup> January 2020***

Time: ***12:00 (local time)***

### ITP 19 Late First Stage Tenders

ITP 19.1 Late tenders may be considered if the Participant demonstrates that the delay in delivery was caused by reasons beyond its control. No matter the circumstances that caused the delay, the Client will not accept Tender delivered 24 hours after the deadline for submission of tenders

### ITP 20 First Stage Tender Opening

ITP 20.1 The Client shall conduct the First Stage Tender Opening at

Date: ***15<sup>th</sup> January 2020***

Time: ***16:00 (local time)***

in the presence of Participants' designated representatives, who chooses to attend, and at the address specified below:

The Tender Opening shall take place at:

Street Address: ***Lagjia nr.3, Egnatia Street.***  
 Floor/Room number: ***First Floor, Meeting Room***  
 City: ***Durres***  
 Postal Code: ***2001***  
 Country: ***Albania***

First, submissions marked "Withdrawal" shall be read out and the corresponding tenders shall not be opened, but returned to the Participants. No tender withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.

Next, submissions marked "Modification" shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.

The Client shall open all other tenders one at a time and read out: the name of the Participants, alternatives, if any, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.

No tenders shall be rejected at the First Stage Tender Opening.



## G. Preparation of Second Stage Tenders

### ITP 25 Documents Comprising the Second Stage Tender

**ITP 25.1 (e)** Confirmation of the Participant's qualification status that the other original prequalification information submitted remains essentially correct as of the date of tender submission and/or the list of any changes that may have occurred between submission the First and Second Stage Tenders.

**ITP 25.1 (h)** The Participant's final technical proposal, as per the Annex to the Memorandum of clarification meeting, entitled "Changes Required Pursuant to First Stage Tenders Evaluation".

- The final technical proposal shall be based and provide the same information as the technical proposal included in the First Stage Tender but include all the changes required by the Client the Annex to the Memorandum of clarification meeting, entitled "Changes Required Pursuant to First Stage Tenders Evaluation" and any other subsequent addend/amendments of the requirement issued after First Stage Tenders Evaluation. the conceptual drawings showing all required works listed in the Requirements, the site plan, the location of the access and egress, staging area and limits to the construction activities;
- a detailed narrative in support of the conceptual drawings setting out the Tenderer's plan for compliance with the technical requirements and the requirement;
- a detailed program and schedule setting out the proposed sequence of the detailed design preparation to be undertaken, including estimated start date, finish date and time allocations for individual components of the design, proposed resources to be allocated and the identification of all major milestones, including the submission of schematic design documents, design development documents, the Design-Build Documents and required building permits;
- an itemized list of the principal codes of practice and standards proposed to be used for the Design-Build Documents; and
- the list of proposed materials, equipment, and plant to be incorporated in the detailed design including detailed information with respect to manufacturer and source, model designation, primary specifications, and year of manufacture, catalogue number, as applicable.

It shall also include the following:

- (i) An Executive Summary of the Updated Technical Proposal
- (ii) the Base Programme, which shall include the order in which the Participant intends to carry out the works, including the anticipated timing of each stage of design, procurement, delivery to the site, construction, erection and testing;
- (iii) the Environmental, Social, Health and Safety plan for the Contract;
- (iv) The Quality Assurance Plan for the Contract;
- (v) the procurement and logistics plan;
- (vi) the list of the Contractor's key personnel proposed for the Contract;
- (vii) the list of the major Contractor's equipment;
- (viii) the list of planned subcontractors the description of parts to be subcontracted and the percentage of works to be subcontracted;
- (ix) the list of suppliers/vendors for major items materials and plants;
- (x) the list of the bank(s) proposed for issuing the securities under the Contract;
- (xi) the list of insurance company(ies) proposed for provision of insurance policies under the Contract;
- (xii) Manufacturer's Authorisation Form for the Plant, listed in the Appendix to tender (PCC Clause 14.5) to be incorporated in the works.

- ITP 25.1 (k) A Participant shall provide the Contract cash flow forecast based on **monthly** intervals, corresponding to the Base Programme.
- ITP 25.1 (l) The Participant shall also provide the following information with the Tender:
- (i) for all new subcontractors which have not been included in the First Stage Proposal, information and evidence to demonstrate that the subcontractors meet the qualification criteria specified in Prequalification Document:
    - (a) successful experience as a contractor (prime or subcontractor) in the execution of at least two contracts of a magnitude comparable to the works proposed for subcontracting within the last five years; and
    - (b) successful experience as a contractor (prime or subcontractor) in the execution of at least two contracts of a nature and complexity comparable to the works proposed for subcontracting within the last five years.
- ITP 27 **Tender Prices and Discounts**
- ITP 27.1 The prices quoted by the Participant shall be: **subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract**
- The rates and prices and the total Tender Price shall all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date 28 days prior to the deadline for submission of Tenders. The Tender Price shall not include VAT.
- ITP 28 **Currency(ies) of the Tender**
- ITP 28.1 The prices shall be quoted by the Participant entirely in **EURO**
- ITP 30 **Tender Security**
- ITP 30.1 A tender security **is** required.
- ITP 30.2 The tender security amount and currency shall be **one million euro (EUR 1,000,000)** or its equivalent in a freely convertible currency.
- ITP 30.3 The issuing bank of the tender security shall have a minimum credit rating of: **Baa3 by Moody's or BBB- by S&P and Fitch**

## H. Submission and Opening of Second Stage Tenders

### ITP 31 Deadline for Submission of Second Stage Tenders

ITP 31.1 For Second Stage Tenders submission purposes the Client's address is:

Attention: Bashkim Kasoruho  
Street Address: Lagjia nr.3, Egnatia Street.  
Floor/Room number: First Floor, Meeting Room  
City: Durres  
Postal Code: **2001**  
Country: **Albania**

### ITP 33 Second Stage Tender Opening

ITP 33.1 The Client shall conduct the Second Stage Tender Opening at

Date: **13<sup>th</sup> March 2020**  
Time: **16:00 (local time)**

in the presence of Participants' designated representatives, who chooses to attend, and at the address specified below:

The Tender Opening shall take place at:

Street Address: Lagjia nr.3, Egnatia Street.  
Floor/Room number: First Floor, Meeting Room  
City: **Durres**  
Postal Code: **2001**  
Country: **Albania**

First, submissions marked "Withdrawal" shall be read out and the corresponding tenders shall not be opened, but returned to the Participants. No tender withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.

Next, submissions marked "Modification" shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.

The Client shall open all other tenders one at a time and read out: the name of the Participants, the tender prices, including discounts, if any, the presence (or absence) of tender security, if required pursuant to ITP 30, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.

No tenders shall be rejected at the Tender Opening, except for late tenders, which shall be returned unopened to the Participant.

# Section III: Evaluation Methodology

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## A. Tenders Evaluation Methodology

### A.1 Evaluation of First Stage Tenders

#### 1.1 Preliminary Examination

First Stage Tenders will be examined to check if the Participants are eligible for award of the contract, that all documents required by the Tender Document have been submitted and contain all the required information, whether the documents have been properly signed, validity period is correct and whether the tenders are generally in order.

Where appropriate, subject to the provisions of ITP 22, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

First Stage Tenders that are not substantially responsive to the requirements of the Tender Document shall not be considered further and will be deemed to be rejected.

#### 1.2 Verification of Qualification

The Client will determine to its satisfaction that the Participants are still qualified to satisfactorily perform the contract. In particular, the Client shall consider the Participants availability of personnel and equipment, ongoing contracts, future commitments, current litigations, financial position (such as latest financial results and liquidities) or other circumstances that have arisen or intervened since the submission of the applications for prequalification that would change the Participants' qualifications.

The Client will determine to its satisfaction if the Participants' subcontractors meet substantially the eligibility and qualification requirements set in Prequalification Document.

Should the subcontractors be determined to be unqualified or otherwise unacceptable, the tenderer shall not be rejected, but the Participant shall be required to substitute with the acceptable subcontractors with the Second Stage Tender submission. The same principle shall also apply to the qualification requirements concerning, personnel and equipment.

#### 1.3 Detailed Examination

To assist in the examination, evaluation, and comparison of the Tenders and qualification of the participants, subject to the provisions of ITP 22, the Client may, at its discretion, ask any Participant for a clarification of its Tender, allowing a reasonable time for response.

Where appropriate, subject to the provisions of ITP 22, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

The Client will also evaluate any alternatives offered by the Participant.

The Client shall also review and analyse the Participant's comments to the requirements of the Tender Document.

Evaluation of the First Stage Tenders shall be carried out with focus on meeting the requirements of Section VI, Requirements and Section VII, Contract Terms and Conditions.

#### 1.4 Clarification Meetings

Further to the clarification process described above, the Client may conduct clarification meetings with each or any Participant to clarify any aspects of its First Stage Tender that require explanation and its comments, if any, to the Tender Document. During these meetings, the Client may also clarify to and discuss with the Participants any part of the Tender Document.

During the clarification meetings the Client shall not discuss with the Participant First Stage Tenders of other Participants.

Upon the discussions the Client shall bring to the attention of the Participant any amendments or changes to the First Stage Tender, which the Client may require.

The Client will also advise the Participant of any exceptions or deviations in the First Stage Tender that are unacceptable and that are to be withdrawn in the Second Stage tender, and of such exceptions or deviations that the Client finds acceptable.

The key conclusions of the clarification meeting shall be documented in the Memorandum of clarification meeting.

All amendments or changes to be made by the Participant shall be listed in an Annex to the Memorandum, entitled "Changes Required Pursuant to First Stage Tenders Evaluation" and will be formally notified to the Participant as part of the Invitation to submit a Second Stage Tender.

### **1.5 Finalisation of Evaluation of First Stage Tenders**

All Participants, who submitted First Stage Tenders, which are found substantially responsive to the requirements of the Tender Document, or further the clarification meetings, can be modified to meet such requirements, shall be invited to submit Second Stage Tenders.

First Stage Tenders that are found after detailed examination not to be substantially responsive to the requirements of the Tender Document shall be rejected.

Upon conclusion of the clarification meetings and overall evaluation of First Stage Tenders, the Client may modify the Tender Document, as needed.

Notwithstanding the above, in exceptional cases, the Client may substantially revise the Tender Document and request all the Participants to resubmit their First Stage Tenders.

## A.2 Evaluation of Second Stage Tenders

### 2.1 Preliminary Examination

The Client will examine the Second Stage tenders to determine whether they are complete, forms contain all the required information, whether the required Tender Securities have been furnished and whether this is substantially responsive to the requirements (is in an acceptable format, amount, and, is issued by an acceptable bank), whether the documents have been properly signed, validity period is correct and whether the tenders are generally in order.

Prior to the detailed evaluation pursuant to paragraph 2.2, the Client will determine whether each tender is of acceptable quality, is complete, and has properly incorporated all the modifications listed in the "Changes Required Pursuant to First Stage Evaluation".

A Second Stage tender containing technical or commercial deviations or alternatives not submitted as part of the First Stage tender will be treated as non-responsive. The Client's determination of the responsiveness of a tender is to be based on the contents of the tender itself without recourse to extrinsic evidence.

Where appropriate, subject to the provisions of ITP 35, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Second Stage Tenders that are not substantially responsive to the requirements of the Tender Document or the respective Invitation to submit Second Stage Tender, shall not be considered further and will be deemed to be rejected.

### 2.2 Detailed Examination

The Client will carry out a detailed technical evaluation of the Second Stage tenders not previously rejected as being substantially non-responsive in order to determine whether technical modifications to the base or alternative tenders required pursuant to the "Changes Required Pursuant to First Stage Evaluation", have been properly addressed and are substantially responsive to the requirements set forth in the tender documents.

For purposes of this determination, a substantially responsive tender is one that conforms to all terms and conditions of the tender documents and the "Changes Required Pursuant to First Stage Evaluation" without material deviations, objections or reservations.

A material deviation, objection, or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the successful tenderer's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other tenderers who are presenting substantially responsive tenders.

To assist in the examination, evaluation, and comparison of the Second Stage Tenders and qualification of the Participants, subject to the provisions of ITP 35, the Client may, at its discretion, ask any Participant for a clarification of its Second Stage Tender, allowing a reasonable time for response.

Where appropriate, subject to the provisions of ITP 38, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Second Stage Tenders that are found after detailed examination not to be substantially responsive to the requirements of the Tender Document shall be rejected.

### 2.3 Commercial Evaluation and Adjustments

The Client will carry out a commercial evaluation of the Second Stage tenders not previously rejected as being substantially non-responsive in order to determine the most economically advantageous tender. Such commercial evaluation will include:

#### 2.3.1 Correction of Arithmetical Errors

The Client shall check the arithmetic and correct any arithmetical errors of the Second Stage Tenders, which passed the detailed examination and shall correct any errors in accordance with the provision of ITP 30.

### Section III: Evaluation Methodology

#### 2.3.2 Adjustment for Provisional Sums

For the purposes of comparison and evaluation of tenders, the provisional sums and contingencies, if any, shall be excluded from the evaluated tender price.

#### 2.3.3 Discounts

The Client will adjust the tender price, using the methodology prescribed by the Participant in his Letter of Tender - Second Stage.

In the event of any ambiguity in the Participant's methodology, the benefit of the doubt shall be given to the Client. If a Participant does not accept the Client's determination, its tender shall be declared non-responsive and its tender security may be forfeited.

#### 2.3.4 Conversion to a Single Currency

For evaluation and comparison purposes, the Client shall convert the corrected tender prices to a single currency *in Euro*. The calculations shall be based on the exchange rate, as set by Bank of Albania on the date of the tender opening.

#### 2.3.5 Adjustment for quantifiable non-material deviations and omissions

The cost of all quantifiable deviations or omissions shall be added to the tender price in question.

Tenders with minor deviations may be considered substantially responsive if their further consideration assigns a monetary cost or penalty to the tender for the purpose of tender comparison. A reasonable estimate of the cost will be made by the Client, taking into consideration the corresponding tender prices of other responsive participants, or other appropriate market prices

Omissions to the tender should be compensated for by adding the estimated costs for remedying the deficiency. Where items missing in some tenders are present in others, an average of quoted prices could be used to compare competitors' tenders. Alternatively, the Client may use external sources, such as published price lists, freight tariff schedules, etc., as may deem appropriate.

The methodology for determination of the costs of such deviations and omission will be at the Client's sole discretion. A Participant will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.

Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Client shall not be taken into account in tender evaluation.

#### 2.6 Determination of the Evaluated Tender Price and the most economically advantageous tender

The Client will determine for each tender the evaluated tender price by adjusting the read out tender price as follows:

- (i) Making any correction for arithmetical errors;
- (ii) Adjusting for the provisional sums and contingencies;
- (iii) Applying the discounts offered, if any, by the Participant;
- (iv) Converting, if applicable, into the common evaluation currency;
- (v) Adding the cost of quantifiable non-material deviations and omissions;

The most economically advantageous tender is the tender, which has the **lowest** evaluated tender price calculated based on the following formula:

$$ETP = ROP \pm CME - PS - D + QNDO$$

Where:

ETP – is the evaluated tender price

CME – is the adjustment to the tender price for Correction of Mathematical Errors, calculated as per ITP 30.

PS -- is the adjustment to the tender price for Provisional Sums or contingencies as reflected in the Participants Price Schedule.



### Section III: Evaluation Methodology

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ROP – is the read out price as indicated in the Letter of Tender

D – is the discount offered, calculated as per 2.3.3 above

QNDO – is the adjustment to the tender price for Quantifiable Nonmaterial Deviations and Omissions, calculated as per 2.3.5 above

#### **2.7 Unbalanced or Abnormally Low Tenders**

If in the opinion of the Client, the Second Stage Tender which results in the most economically advantageous priced, is seriously unbalanced or front loaded or determined to be abnormally low, the Client may require the Participant to produce detailed price analyses for any or all items of the Price Schedules, and supplementary evidence, to demonstrate the internal consistency of those prices with the information provided in the Participant's technical proposal.

After evaluation of the price analyses, and taking into consideration the Contract cash flow forecast, in the event that the Client still considers that the Second Stage Tender is seriously unbalanced or front loaded, he shall clarify his concerns with the Participant in writing.

In the event that the Participant subsequently unable to demonstrate beyond reasonable doubt its capability to perform the contract for the offered price, the Second Stage Tender shall be rejected as non-responsive.

#### **2.8 Verification of Eligibility and Qualification**

The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Second Stage Tender meets the eligibility and qualification criteria and requirements, specified in Prequalification Document

The determination shall be based upon an examination of the statement and documentary evidence of the Participant's qualifications submitted by the Participant pursuant to the requirements of ITP 25 and ITP 10 respectively.

An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Second Stage Tender, in which event the Client shall proceed to the next most economically advantageous and substantially responsive Tender to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.

#### **2.9 Award of Contract**

The Client shall award the contract to the qualified Participant submitting the most economically advantageous tender, substantially responsive to the requirements of the Tender Document and the respective Invitation to submit Second Stage Tender.

## Section V: Forms

This Section contains Forms which must be completed and submitted by the Participant.

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## Invitation to submit Second Stage Tender

[on letterhead paper of the Employer]

..... [insert date] day of [insert: month], [insert: year].

To: [name and address of the Participant] .....

Subject: [Invitation to submit Second Stage Tender for Contract No]. .....

Dear Ladies and/or Gentlemen,

We hereby inform you that you are invited to submit a second stage tender for the execution and completion of the Contract mentioned above for which you submitted a first stage tender on [insert: date of submission of first stage tender], that was reviewed [if applicable, add "and discussed during the clarification meeting(s) held on [insert: date(s)]] and has been found sufficiently technically responsive to the requirements of the Tender Document.

Your second stage tender should include an updated technical proposal [if appropriate, replace by: "accepted and updated alternative technical proposal" ] reflecting

- (a) any addenda to the Tender Document issued to all Participants invited to the second stage tendering together with the invitation or subsequently, as well as
- (b) the memorandum, if any, and addendum to it, specific to your tender and titled "Changes Required Pursuant to First Stage Tenders Evaluation." Addendum and/or memorandum, if applicable, are included to this invitation. The second stage tender should also include the commercial parts, as detailed in the Tender Document.

The second stage tender shall be submitted no later than [insert: time and date for second stage tender submission].

The second stage tender shall remain valid for [insert: number of days] after the date of second stage tender opening prescribed above. Accordingly, tenders shall be valid through [insert: the actual date of the expiration of the second stage tender validity period].

The tender must be accompanied by a tender security as per the requirements of the Tender Document.

Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to submit the second stage tender, we would appreciate being so notified in writing at your earliest opportunity.

Yours truly,

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Enclosure(s):

[if appropriate, insert:

"Addendum to the bidding documents," and/or

"Memorandum for [name of the Participant as taken from the top of this invitation] and the Annex

"Changes Required Pursuant to First Stage Tenders Evaluation"

or state: "There are no enclosures"]

## Checklist for Works Contracts Tenders (First Stage Tender)

<b>Letter of Tender – First Stage</b>	<input type="checkbox"/>
<b>Covenant of Integrity - Attachment 1 to Letter of Tender</b>	<input type="checkbox"/>
<b>Enclosures to Letter of Tender:</b>	
Charter(s)	<input type="checkbox"/>
Registration (incorporation) documents	<input type="checkbox"/>
Duly authorised power of attorney	<input type="checkbox"/>
<i>[JVCA agreement or a letter of intent signed by all partners to the JVCA]</i>	<input type="checkbox"/>
<i>[JVCA form]</i>	<input type="checkbox"/>
<i>[The Parent Company Guarantee]</i>	<input type="checkbox"/>
<i>[Written confirmation authorising the signatory of the Parent Company Guarantee]</i>	<input type="checkbox"/>
Technical Proposal Form	<input type="checkbox"/>
Base Programme Information	<input type="checkbox"/>
Site Organization and Method Statement	<input type="checkbox"/>
Mobilisation and Construction Schedules	<input type="checkbox"/>
The Environmental, Social, Health and Safety Plan for the Contract	<input type="checkbox"/>
Quality Assurance Plan for the Contract	<input type="checkbox"/>
[Form MAN-1: Manufacturer's Authorization]	<input type="checkbox"/>
Schedule of Supplementary Information	<input type="checkbox"/>
Form PS-1: List of Proposed Subcontractors	<input type="checkbox"/>
Document Establishing Qualification of Participants	<input type="checkbox"/>
Form ESHS-1W: ESHS Certifications and Documents	<input type="checkbox"/>
Form ESHS-2W: ESHS Experience	<input type="checkbox"/>
Form IRC: Information Request Consent	<input type="checkbox"/>
Form BIRC: Bank Information Request Consent	<input type="checkbox"/>

## Letter of Tender – First Stage

Date:

Tendering No: *[insert the number]*

Contract: *[insert the title]*

To: *[insert the Client's name]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instructions to Participants (ITP);
- (b) Our First Stage Tender shall be valid for a period of \_\_\_\_\_ *[insert validity period as specified in ITP]* days from the date of the first stage tender submission deadline in accordance with the Tender Document, and it, together with the above written undertakings, shall remain binding upon us, provided that we are invited to attend a clarification meeting with you before the expiration of that period.
- (c) We acknowledge that Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender – First Stage.
- (d) We further undertake, if invited to do so by you and at our own cost, to attend a clarification meeting at a place of your choice for the purposes of reviewing our First Stage Tender and duly noting all amendments and additions thereto, and omissions therefrom which you may require.
- (e) We further undertake, upon receiving your written instruction, to proceed with the preparation of our Second Stage Tender, to update our First Stage Tender in accordance with the requirements as will be contained in the Memorandum of the clarification meeting and to complete our commercial tender for the Works in accordance with our updated technical tender.
- (f) We, any subcontractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (g) We, including any subcontractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;
- (h) We, including any of our subcontractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.
- (i) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (j) We are *[not]* a government owned entity *[but meet the requirements of ITP]*;
- (k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract *[If none has been paid or is to be paid, state "N/A"]*:

Name of Recipient	Address	Reason	Amount

--	--	--	--

(l) We understand that you are not bound to accept any tender that you may receive.

<b>Name:</b>	
<b>In the capacity of:</b>	
<b>Signed:</b>	
<b>Duly authorised to sign the Tender for and on behalf of:</b>	
<b>Date:</b>	

## Covenant of Integrity (Attachment 1 to Letter of Tender)

To: \_\_\_\_\_ *[insert name of Client]*

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the procurement process or in the execution or supply of any works, goods or services for *[insert the name of the Contract]* (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>1</sup>

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our tender, we grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

<sup>1</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract.



## Checklist for Works Contracts Tenders (Second Stage Tender)

<b>Letter of Tender – Second Stage</b>	<input type="checkbox"/>
<b>Covenant of Integrity - Attachment 1 to Letter of Tender</b>	<input type="checkbox"/>
<b>Appendix to Tender</b>	<input type="checkbox"/>
<b>Enclosures to Letter of Tender:</b>	
Duly authorised power of attorney	<input type="checkbox"/>
Charter(s)	<input type="checkbox"/>
Registration (incorporation) documents	<input type="checkbox"/>
Duly authorised power of attorney	<input type="checkbox"/>
<i>[JVCA agreement or a letter of intent signed by all partners to the JVCA]</i>	<input type="checkbox"/>
<i>[JVCA form]</i>	<input type="checkbox"/>
<i>[The Parent Company Guarantee]</i>	<input type="checkbox"/>
<i>[Written confirmation authorising the signatory of the Parent Company Guarantee]</i>	<input type="checkbox"/>
Technical Proposal Form	<input type="checkbox"/>
Base Programme Information	<input type="checkbox"/>
Site Organization and Method Statement	<input type="checkbox"/>
Mobilisation and Construction Schedules	<input type="checkbox"/>
The Environmental, Social, Health and Safety Plan for the Contract	<input type="checkbox"/>
Quality Assurance Plan for the Contract	<input type="checkbox"/>
[Form MAN-1: Manufacturer's Authorization]	<input type="checkbox"/>
Schedule of Supplementary Information	<input type="checkbox"/>
Form PS-1: List of Proposed Subcontractors	<input type="checkbox"/>
Cash flow forecast	<input type="checkbox"/>
Document Establishing Qualification of Participants	<input type="checkbox"/>
Form ESHS-1W: ESHS Certifications and Documents	<input type="checkbox"/>
Form ESHS-2W: ESHS Experience	<input type="checkbox"/>
Form IRC: Information Request Consent	<input type="checkbox"/>
Form BIRC: Bank Information Request Consent	<input type="checkbox"/>

## Letter of Tender – Second Stage

Date:

Tendering No: *[insert the number]*

Contract: *[insert the title]*

To: *[insert the Client's name]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instructions to Participants (ITP);
- (b) We offer to execute the works in conformity with the above referenced Tender Document for: \_\_\_\_\_;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, **exclusive** of VAT, is: \_\_\_\_\_ **[enter figures and words]**  
and the total price of our Tender, excluding any discounts offered in item (d) below, **inclusive** of VAT, is: \_\_\_\_\_ **[enter figures and words]**;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our Tender shall be valid for a period of \_\_\_\_\_ **[insert validity period as specified in ITP]** days from the tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Appendix to Tender and Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Contract;
- (h) We, any subcontractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (i) We, including any subcontractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;
- (j) We, including any of our subcontractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.
- (k) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (l) We are **[not]** a government owned entity **[but meet the requirements of ITP]**;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract **[If none has been paid or is to be paid, state "N/A"]**:

Name of Recipient	Address	Reason	Amount

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed;
- (o) We understand that you are not bound to accept the most economically advantageous tender or any other Tender that you may receive; and
- (p) If awarded the Contract, the person named below shall act as Contractor's Representative:

<b>Name:</b>	
<b>In the capacity of:</b>	
<b>Signed:</b>	
<b>Duly authorised to sign the Tender for and on behalf of:</b>	
<b>Date:</b>	

## Covenant of Integrity (Attachment 1 to Letter of Tender)

To: \_\_\_\_\_ *[insert name of Client]*

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the procurement process or in the execution or supply of any works, goods or services for *[insert the name of the Contract]* (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>2</sup>

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our tender, we grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

<sup>2</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract.

## Appendix to Tender

Conditions	GCC Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Albanian Railways ("Hekurudha Shqiptare") - Ministry of Infrastructure and Energy Lagjia nr.3, Egnatia Street, , Durres, 2001, Albania Tel. +355 522 22037, Email: bashkim.kasoruho@hsh.com.al
Contractor's name and address	1.1.2.3 & 1.3	TBA
Engineer's name and address	1.1.2.4 & 1.3	TBA
Bank's name	1.1.2.11	European Bank for Reconstruction and Development
Borrower's name	1.1.2.12	<b>The Government of Albania</b>
Time for Completion	1.1.3.3	<b>912</b> days <b>As defined in Table: Summary of Sections</b>
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	<b>As defined in Table: Summary of Sections</b>
Electronic transmission systems	1.3	Email correspondence allowed by receipt email confirmation; contractual relevant correspondence only allowed if sent as attachment, signed and in not editable format (e.g. pdf-format). It is also allowed communication via ECEPP – EBRD Client e-Procurement Portal.
Governing Law	1.4	<b>Albania</b>
Ruling language	1.4	<b>English</b>
Language for communications	1.4	<b>English and Albanian</b>
Time for access to the Site	2.1	<u>45</u> days after the Commencement Date
<b>Engineer's Duties and Authority</b>	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>0</u> % shall require approval of the Employer.
Performance Security	4.2	The performance security will be in the form of a demand guarantee in the amount(s) of <b>ten (10%)</b> percent of the Accepted Contract Amount and in the same currency of the

Accepted Contract Amount.

Failure to fulfil obligations related to traffic safety and environmental protection	4.8, 4.18 & 4.23	EUR 500 (five hundred) per day
<b>Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements</b>	5.1	<b>14 days</b>
<b>Normal working hours</b>	6.5	There is no traffic limitation of the traffic. Normal Working hours for, starting from 6:00 Am to 06:00 Pm (12 working hours per day; 84 working hours per week).
Delay in submission of a revised Programme	8.3	EUR 500 (five hundred) per day
<b>Delay damages for the Works</b>	8.7 & 14.15(b)	<b>0.05</b> % of the Contract Price per day.
<b>Maximum amount of delay damages</b>	8.7	<b>10%</b> of the final Contract Price.
<i>If there are Provisional Sums:</i>	13.5(b)	
<b>Percentage adjustment of Provisional Sums</b>		<b>5%</b>
<i>If Sub-Clause 13.8 applies:</i>	13.8	
<b>Adjustments for Changes in Cost</b>		

**Schedule of Price Adjustment Data**

Name of Currency: EURO

Weighting value for any Index from "b" to "h" shall not exceed 0,25.

Index Code	Index Description	Source of Index*	Base Value and Date	Participant's Local Currency Amount	Participant's Proposed Weighting
A	Non adjustable	Please refer to National Statistic department	Sub-Clause 1.1.3.1 GCC	NONE	A: <u>0.10</u>
B	Average gross wages in civil engineering				B: _____
C	Crushed stone				C: _____
D	Diesel				D: _____
E	Cement				E: _____
F	Steel				F: _____
G	Bituminous mixtures				G: _____
H	Electric energy				H: _____
			<b>Total</b>		<b>1.00</b>

Conditions	GCC Sub-Clause	Data
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount

		payable in the currencies and proportions in which the Accepted Contract Amount is payable
<b>Number and timing of instalments</b>	14.2	One instalment, payable upon delivery of Advanced Payment Guarantee and submission of the related Interim payment certificate
<b>Currencies and proportions</b>	14.2	EUR only
<b>Start repayment of Advance payment</b>	14.2 (a)	When payments reach 10% of the Accepted Contract Amount less Provisional Sums
<b>Repayment amortization rate of advance payment</b>	14.2(b)	25%
<b>Percentage of Retention</b>	14.3	10%
<b>Limit of Retention Money</b>	14.3	10% of the Accepted Contract Amount
<i>If Sub-Clause 14.5 applies:</i> <b>Plant and Materials</b>	14.5(b)	Plant and Materials for payment when shipped en route to the Site Not applicable
	14.5(c)	Plant and Materials for payment when delivered to the Site <ul style="list-style-type: none"> <li>• <i>Rails</i></li> <li>• <i>Sleepers with fastenings</i></li> <li>• <i>Ballast</i></li> <li>• <i>Turnouts</i></li> <li>• <i>Signalling and Telecommunications equipments</i></li> </ul>
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	2 % of the Accepted Contract Amount
<b>Currency/Currencies of Payment</b>	14.15	The Contract Price shall be paid in <b>Euro (€)</b>
<b>Periods for submission of insurance:</b>	18.1	
(a) evidence of insurance.		14 days
(b) relevant policies		21 days
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	10,000 Euro
<b>Minimum amount of third party insurance</b>	18.3	250,000 Euro per accident with number of occurrences unlimited
<b>The DAB shall be comprised of</b>	20.2	A DAB of one member



Appointment (if not agreed) to be made by	20.3	<i>President of FIDIC</i>
Rules of arbitration	20.6(a)	Rules of International Chamber of Commerce, ICC Paris
Rules of arbitration	20.6(b)	Place of arbitration shall be Vienna Language of arbitration shall be English

*If there are Sections of the Works*

<i>Summary of Sections</i>		
<i>Description (Sub-clause 1.1.5.6)</i>	<i>Time for Completion (Sub-clause 1.1.3.3)</i>	<i>Delay Damages (Sub-clause 8.7)</i>
<i>Designs</i>	<i>6 months</i>	<i>0.05% of the Contract Price per day</i>
<i>Construction Period</i>	<i>20 months</i>	<i>0.05% of the Contract Price per day</i>
<i>Testing and Commissioning</i>	<i>4 months</i>	<i>0.05% of the Contract Price per day</i>

## Price Schedules

### Preamble

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1. The Price Schedules shall be read in conjunction with General and Particular Conditions of Contract, Invitation for Tender, Technical Specifications and Drawings. The Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out. The whole of the works is to be executed to their true intent and meaning and to the entire satisfaction of the Engineer.
2. The brief descriptions of items given here are purely for the purpose of identification and it shall in no way modify or supersede the detailed description given in the Conditions of Contract or Specifications. When pricing items, reference should be made to the Conditions of Contract, Specifications and relevant drawings for directions and descriptions of works and materials involved.
3. The quoted prices in Price Schedules form will be deemed to include all plant, labour, supervision, materials, transportation, all temporary works, erection, taxes and duties, contractor's profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance, guarantees, compliance of labour laws and obligations set out or implied in the contract
4. Tenderers shall fill the form Price Schedules form in Euros (€) only.
5. All columns in the Price Schedules form shall be filled in indelible ink or type written and the total tender amount shown in the bottom.
6. The works executed would be paid according to Schedule of Payment form.
7. The Lump sum prices inserted in the Price Schedules form shall be the full inclusive costs of the Work described under the Items and detailed in drawings and specifications, complete in place and in accordance with the Contract Documents, including all costs and expenses which may be required in and for the construction of the Work described, together with any temporary Work, and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Contract Documents.
8. The brief descriptions of the Items given in the Price Schedules form are purely for the purpose of identification and do not modify or supersede any detailed descriptions given elsewhere in the Contract.
9. The prices inserted in the Price Schedules form by the Tenderer shall be deemed to include any method of working that is in compliance with the Contract that has been approved by the Engineer and is found necessary in order to produce the finished Works that comply with all requirements of the Contract.
10. The prices inserted in the Price Schedules form by the Tenderer shall be deemed to include all sampling and testing of all materials and workmanship during manufacturing, construction and upon completion for quality control tests, all as necessary or required to ascertain conformity of the Works of any part thereof to the Contract Documents.
11. The prices shall include all matters and things necessary for the proper construction, pre-commissioning, completion, operation and maintenance of the Works (if any) including, but not by way of limitation:
  - costs related with General and Specific obligations clauses as stated in the Technical Specifications, for all labour and material including samples, sampling and testing;
  - all temporary work of every description required (including any that may be required by sub-contractors); for the provision and use of all plant of every kind, whether mechanical or non-mechanical, required for the expeditious carrying out of the Works in their proper reiteration.
12. VAT not included in the offered prices.
13. The prices shall also include any shifting, altering and adapting temporary works and plant as may be required during the progress of the Works and removing at completion and making good any surfaces disturbed; for full customs and other import duties; taxes and duties of any nature (as applicable, in compliance with the Tender Documents); for cooperation and coordination of his work,

for the guarantees and bonds required, for all necessary temporary services for the Works, for the costs of preparing a tender, for profit, and for all other establishment charges and all costs of whatever nature. No claim for additional payment will be allowed for any error or misunderstanding by the Tenderer in these respects.

14. All required railway track construction machinery (small machinery, work vehicles, trailers, tools and equipment) shall be offered by the Contractor and the relevant costs arising from machinery usage, operation and maintenance deemed to be included in the offered prices.
15. Any kind of delaying of the machinery of the project are contractually included in the offered prices.
16. Loading, unloading and impregnation of materials, where required, are included in the offered prices.
17. Provisional Sum items are items for which the Employer has reserved his right to order to be executed or cancelled, in whole or in part(s).
18. The offered prices refer to totally completed work regardless of carrying out the work in stages, working conditions and equipment.

## Abbreviations

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The calculation units used are the same as specified and allowed in the System International (SI) and used in the Technical Documentation herein. No other, but the units used in the Technical Documentation shall be used in measurements, pricing, detail drawings etc. (Any units not used in the Technical Documentation shall also be expressed in terms of the SI).

Abbreviations shall be interpreted as follows:

m	Shall mean	Metre
km	Shall mean	Kilometre
m <sup>2</sup>	Shall mean	square metre
m <sup>3</sup>	Shall mean	cubic metre
mm	Shall mean	Millimetre
mm <sup>2</sup>	Shall mean	square millimetre
ha	Shall mean	hectare
kg	Shall mean	kilogram
t	Shall mean	tone (1000 kg)
nr	Shall mean	number
pcs	Shall mean	pieces
h	Shall mean	hour
wk	:	week
mon	:	month
avg	:	average
L.Sum	:	lump sum
P.Sum	:	provisional sum
l	:	litre
%	:	per cent

Participant's Legal Name: \_\_\_\_\_

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

Tender No.: \_\_\_\_\_

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

SECTION 1 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>1</b>	<b>PERMANENT WAY</b>		
<b>1.1</b>	<b>Preparatory works</b>		
1.1.1	Diversion and protection of public underground utilities		
1.1.2	Setting out of alignment and surveying, all necessary components included.		
1.1.3	Site cleaning		
1.1.4	Dismantling of track		
1.1.5	Dismantling of turnouts and devices		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>1.2</b>	<b>Track line construction</b>		
1.2.1	Earthworks, slope protection, geotextiles and ballast removal		
1.2.2	Civil works for the future Electrification		
1.2.3	Riprap construction		
1.2.4	Railway embankments		
1.2.5	Sub-ballast and base layer		
1.2.6	Delivery of rails		
1.2.7	Delivery of sleepers and elastic fastening		
1.2.8	Delivery of ballast for railway line		
1.2.9	Construction of Ballast layer		
1.2.10	Laying of track line (CWR)		
1.2.11	Delivery of turnouts		
1.2.12	Assembling and laying of turnouts		
1.2.13	rail weldings		
1.2.14	Destress rails		
1.2.15	Tamping, stabilizing and adjusting of the railway tracks to match the required axle and level.		
1.2.16	Delivery and laying of guard rails		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>1.3</b>	<b>Other works</b>		

SECTION 1 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
1.3.1	Buffer stops		
1.3.2	Elastic Level Crossing panels		
1.3.3	Pedestrian crossings		
1.3.4	Railway fences		
1.3.5	Railway signs		
-	-		
TOTAL PRICE (Lsum)			100,0%
		<b>S1 = 1.1 + 1.2 + 1.3 =</b>	
<b>2 DRAINAGE - RETAINING WALLS</b>			
<b>2.1 Complete construction of open channels</b>			
TOTAL PRICE (Lsum)			100,0%
<b>2.2 Complete construction of drainage pipe networks</b>			
TOTAL PRICE (Lsum)			100,0%
		<b>S2 = 2.1 + 2.2 =</b>	
<b>3 PLATFORMS</b>			
<b>3.1 Durres Station</b>			
TOTAL PRICE (Lsum)			100,0%
<b>3.2 Shkozet Station</b>			
TOTAL PRICE (Lsum)			100,0%
		<b>S3 = 3.1 + 3.2 =</b>	

**OFFERED PRICE FOR SECTION 1 : S1 + S2 + S3 =**

Signature of the Participant \_\_\_\_\_

SECTION 2 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>1</b>	<b>ROADS</b>		
<b>1.1</b>	<b>Complete construction</b>		
1.1.1	Diversion and protection of public utilities		
1.1.2	Earthworks and pavement		
1.1.3	Asphalt works		
1.1.4	Kerbs, gutters and sidewalks		
1.1.5	Signage, markings and guard rails		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
		<b>S1 = 1.1 =</b>	
<b>2</b>	<b>PERMANENT WAY</b>		
<b>2.1</b>	<b>Preparatory works</b>		
2.1.1	Diversion and protection of public underground utilities		
2.1.2	Setting out of alignment and surveying, all necessary components included.		
2.1.3	Site cleaning		
2.1.4	Dismantling of track		
2.1.5	Dismantling of turnouts and devices		
-			
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>2.2</b>	<b>Track line construction</b>		
2.2.1	Earthworks, slope protection, geotextiles and ballast removal		
2.2.2	Civil works for the future Electrification		
2.2.3	Riprap construction		
2.2.4	Railway embankments		
2.2.5	Sub-ballast and base layer		
2.2.6	Delivery of rails		
2.2.7	Delivery of sleepers and elastic fastening		
2.2.8	Delivery of ballast for railway line		
2.2.9	Construction of Ballast layer		
2.2.10	Laying of track line (CWR)		
2.2.11	Delivery of turnouts		
2.2.12	Assembling and laying of turnouts		
2.2.13	rail weldings		
2.2.14	Destress rails		

SECTION 2 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
2.2.15	Tamping, stambilizing and adjusting of the railway tracks to match the required axle and level.		
2.2.16	Delivery and laying of guard rails		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>2.3</b>	<b>Other works</b>		
2.3.1	Buffer stops		
2.3.2	Elastic Level Crossing panels		
2.3.3	Pedestrian crossings		
2.3.4	Railway fences		
2.3.5	Railway signs		
-	-		
	TOTAL PRICE (Lsum)		100,0%
	<b>S2 = 2.1 + 2.2 + 2.3 =</b>		
<b>3</b>	<b>DRAINAGE - RETAINING WALLS</b>		
<b>3.1</b>	<b>Complete construction of open channels</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>3.2</b>	<b>Complete construction of drainage pipe networks</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>3.3</b>	<b>Complete construction of retaining walls</b>		
	TOTAL PRICE (Lsum)		100,0%
	<b>S3 = 3.1 + 3.2 + 3.3 =</b>		
<b>4</b>	<b>PLATFORMS</b>		
<b>4.1</b>	<b>Vore Stration</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>4.2</b>	<b>Sukthi Stration</b>		
	TOTAL PRICE (Lsum)		100,0%
	<b>S4 = 4.1 + 4.2 =</b>		
<b>5</b>	<b>MAJOR STRUCTURES</b>		
<b>5.1</b>	<b>Rehabilitation of arced bridge at k.p. 3+560, including partial demolition</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>5.2</b>	<b>Rehabilitation of bridge at k.p. 5+130, including partial demolition</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>5.3</b>	<b>Rehabilitation of Erjeni bridge at k.p. 9+730, including partial demolition</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>5.4</b>	<b>Complete construction of new railway bridge of Tana river at k.p. 16+540</b>		

<b>SECTION 2 - PRICE SCHEDULE</b>			
<b>Nr</b>	<b>DESCRIPTION OF WORKS</b>	<b>OFFERED PRICE (€)</b>	<b>PERCENTAGE</b>
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>5.5</b>	<b>Rehabilitation of bridge at k.p. 19+526, including partial demolition</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>5.6</b>	<b>Rehabilitation works in Rashbull Tunnel</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S5 = 5.1 + 5.2 + 5.3 + 5.4 + 5.5 + 5.6 =</b>		
<b>6</b>	<b>CULVERTS</b>		
<b>6.1</b>	<b>Complete construction of culvert at k.p. 2+076.50, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.2</b>	<b>Complete construction of culvert at k.p. 2+415.93</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.3</b>	<b>Complete construction of culvert at k.p. 2+648.70</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.4</b>	<b>Complete construction of culvert at k.p. 4+559.94, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.5</b>	<b>Complete construction of culvert at k.p. 5+377.4, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.6</b>	<b>Complete construction of culvert at k.p. 5+833.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.7</b>	<b>Complete construction of culvert at k.p. 5+908.53, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.8</b>	<b>Complete construction of culvert at k.p. 6+418.07, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.9</b>	<b>Complete construction of culvert at k.p. 6+961.5, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.10</b>	<b>Complete construction of culvert at k.p. 7+441.36, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.11</b>	<b>Complete construction of culvert at k.p. 7+906.5, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.12</b>	<b>Complete construction of culvert at k.p. 9+041.6, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.13</b>	<b>Complete construction of culvert at k.p. 9+293.4</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>



SECTION 2 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
6.14	<b>Complete construction of culvert at k.p. 9+295.58, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.15	<b>Complete construction of culvert at k.p. 9+660.0</b>		
	TOTAL PRICE (Lsum)		100,0%
6.16	<b>Complete construction of culvert at k.p. 9+800.0</b>		
	TOTAL PRICE (Lsum)		100,0%
6.17	<b>Complete construction of culvert at k.p. 10+676.4, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.18	<b>Complete construction of culvert at k.p. 11+090.37</b>		
	TOTAL PRICE (Lsum)		100,0%
6.19	<b>Complete construction of culvert at k.p. 11+100.74, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.20	<b>Complete construction of culvert at k.p. 11+575.30, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.21	<b>Complete construction of culvert at k.p. 12+071.3, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.22	<b>Complete construction of culvert at k.p. 12+291.3, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.23	<b>Complete construction of culvert at k.p. 12+553.8</b>		
	TOTAL PRICE (Lsum)		100,0%
6.24	<b>Complete construction of culvert at k.p. 12+693.6, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.25	<b>Complete construction of culvert at k.p. 13+009.5, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.26	<b>Complete construction of culvert at k.p. 13+501.74, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.27	<b>Complete construction of culvert at k.p. 13+831.7, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.28	<b>Complete construction of culvert at k.p. 15+181.98, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		100,0%
6.29	<b>Complete construction of culvert at k.p. 17+590.0</b>		
	TOTAL PRICE (Lsum)		100,0%
6.30	<b>Complete construction of culvert at k.p. 18+865.09, including demolition of the existing culvert</b>		

<b>SECTION 2 - PRICE SCHEDULE</b>			
<b>Nr</b>	<b>DESCRIPTION OF WORKS</b>	<b>OFFERED PRICE (€)</b>	<b>PERCENTAGE</b>
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.31</b>	<b>Complete construction of culvert at k.p. 19+409.68</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.32</b>	<b>Complete construction of culvert at k.p. 19+411.45</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.33</b>	<b>Complete construction of culvert at k.p. 19+790.52, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.34</b>	<b>Complete construction of culvert at k.p. 20+526.3</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.35</b>	<b>Demolition of existing culverts at k.p. 14+841 and 16+570</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S6 = 6.1 to 6.35 =</b>		

**OFFERED PRICE FOR SECTION 2: S1 + S2 + S3 + S4 + S5 + S6 =**

Signature of the Participant \_\_\_\_\_

SECTION 3 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>1</b>	<b>ROADS</b>		
<b>1.1</b>	<b>Complete construction</b>		
1.1.1	Diversion and protection of public utilities		
1.1.2	Earthworks and pavement		
1.1.3	Asphalt works		
1.1.4	Kerbs, gutters and sidewalks		
1.1.5	Signage, markings and guard rails		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
		<b>S1 = 1.1 =</b>	
<b>2</b>	<b>PERMANENT WAY</b>		
<b>2.1</b>	<b>Preparatory works</b>		
2.1.1	Diversion and protection of public underground utilities		
2.1.2	Setting out of alignment and surveying, all necessary components included.		
2.1.3	Site cleaning		
2.1.4	Dismantling of track		
2.1.5	Dismantling of turnouts and devices		
-			
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>2.2</b>	<b>Track line construction</b>		
2.2.1	Earthworks, slope protection, geotextiles and ballast removal		
2.2.2	Civil works for the future Electrification		
2.2.3	Riprap construction		
2.2.4	Railway embankments		
2.2.5	Sub-ballast and base layer		
2.2.6	Delivery of rails		
2.2.7	Delivery of sleepers and elastic fastening		
2.2.8	Delivery of ballast for railway line		
2.2.9	Construction of Ballast layer		
2.2.10	Laying of track line (CWR)		
2.2.11	Delivery of turnouts		
2.2.12	Assembling and laying of turnouts		
2.2.13	rail weldings		
2.2.14	Destress rails		
2.2.15	Tamping, stambilizing and adjusting of the railway tracks to match the required axle and level.		

<b>SECTION 3 - PRICE SCHEDULE</b>			
<b>Nr</b>	<b>DESCRIPTION OF WORKS</b>	<b>OFFERED PRICE (€)</b>	<b>PERCENTAGE</b>
2.2.16	Delivery and laying of guard rails		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>2.3</b>	<b>Other works</b>		
2.3.1	Buffer stops		
2.3.2	Elastic Level Crossing panels		
2.3.3	Pedestrian crossings		
2.3.4	Railway fences		
2.3.5	Railway signs		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S2 = 2.1 + 2.2 + 2.3 =</b>		
<b>3</b>	<b>DRAINAGE - RETAINING WALLS</b>		
<b>3.1</b>	<b>Complete construction of open channels</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>3.2</b>	<b>Complete construction of drainage pipe networks</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>3.3</b>	<b>Complete construction of retaining walls</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S3 = 3.1 + 3.2 + 3.3 =</b>		
<b>4</b>	<b>PLATFORMS</b>		
<b>4.1</b>	<b>Kashar Stration</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>4.2</b>	<b>Tirana PTT Stration</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S4 = 4.1 + 4.2 =</b>		
<b>5</b>	<b>MAJOR STRUCTURES</b>		
<b>5.1</b>	<b>Rehabilitation of bridge at k.p. 25+130, including partial demolition</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>5.2</b>	<b>Rehabilitation of arced bridge of Limuthi river at k.p. 25+400, including partial demolition</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>5.3</b>	<b>Rehabilitation of bridge of Laan river at k.p. 30+194.70, including partial demolition</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S5 = 5.1 + 5.2 + 5.3 =</b>		

SECTION 3 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>6</b>	<b>CULVERTS</b>		
6.1	Complete construction of culvert at k.p. 20+987.15, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.2	Complete construction of culvert at k.p. 21+566.5, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.3	Complete construction of culvert at k.p. 22+056.6		
	TOTAL PRICE (Lsum)		100,0%
6.4	Complete construction of culvert at k.p. 22+320		
	TOTAL PRICE (Lsum)		100,0%
6.5	Complete construction of culvert at k.p. 22+645.38, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.6	Complete construction of culvert at k.p. 23+870.3, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.7	Complete construction of culvert at k.p. 23+973.4, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.8	Complete construction of culvert at k.p. 24+056.67, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.9	Complete construction of culvert at k.p. 24+313.42, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.10	Complete construction of culvert at k.p. 24+623.08, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.11	Complete construction of culvert at k.p. 25+691.07, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.12	Complete construction of culvert at k.p. 26+176		
	TOTAL PRICE (Lsum)		100,0%
6.13	Complete construction of culvert at k.p. 26+802.5, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.14	Complete construction of culvert at k.p. 27+093, including demolition of the existing culvert		
	TOTAL PRICE (Lsum)		100,0%
6.15	Complete construction of culvert at k.p. 27+244.47, including demolition of the existing culvert		

<b>SECTION 3 - PRICE SCHEDULE</b>			
<b>Nr</b>	<b>DESCRIPTION OF WORKS</b>	<b>OFFERED PRICE (€)</b>	<b>PERCENTAGE</b>
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.16</b>	<b>Complete construction of culvert at k.p. 27+580, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.17</b>	<b>Complete construction of culvert at k.p. 27+728.9, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.18</b>	<b>Complete construction of culvert at k.p. 27+880</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.19</b>	<b>Complete construction of culvert at k.p. 28+300</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.20</b>	<b>Complete construction of culvert at k.p. 28+602.45, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.21</b>	<b>Complete construction of culvert at k.p. 28+971.6, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.22</b>	<b>Complete construction of culvert at k.p. 29+411.4, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.23</b>	<b>Complete construction of culvert at k.p. 30+156.3, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.24</b>	<b>Complete construction of culvert at k.p. 30+540.08</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.25</b>	<b>Complete construction of culvert at k.p. 30+982.25</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.26</b>	<b>Complete construction of culvert at k.p. 31+400</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.27</b>	<b>Complete construction of culvert at k.p. 31+840.08, including demolition of the existing culvert</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.28</b>	<b>Complete construction of culvert at k.p. 32+680</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.29</b>	<b>Complete construction of culvert at k.p. 32+840</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.30</b>	<b>Complete construction of culvert at k.p. 33+320</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>

<b>SECTION 3 - PRICE SCHEDULE</b>			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
6.31	<b>Demolition of the existing culvert at k.p. 26+000</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S6 = 6.1 to 6.31 =</b>		
<b>OFFERED PRICE FOR SECTION 2: S1 + S2 + S3 + S4 + S5 + S6</b>			
		≡	

Signature of the Participant \_\_\_\_\_

SECTION 4 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>1</b>	<b>ROADS</b>		
<b>1.1</b>	<b>Complete construction</b>		
1.1.1	Diversion and protection of public utilities		
1.1.2	Earthworks and pavement		
1.1.3	Asphalt works		
1.1.4	Kerbs, gutters and sidewalks		
1.1.5	Signage, markings and guard rails		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
		<b>S1 = 1.1 =</b>	
<b>2</b>	<b>PERMANENT WAY</b>		
<b>2.1</b>	<b>Preparatory works</b>		
2.1.1	Diversion and protection of public underground utilities		
2.1.2	Setting out of alignment and surveying, all necessary components included.		
2.1.3	Site cleaning		
2.1.4	Dismantling of track		
2.1.5	Dismantling of turnouts and devices		
-			
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>2.2</b>	<b>Track line construction</b>		
2.2.1	Earthworks, slope protection, geotextiles and ballast removal		
2.2.2	Civil works for the future Electrification		
2.2.3	Riprap construction		
2.2.4	Railway embankments		
2.2.5	Sub-ballast and base layer		
2.2.6	Delivery of rails		
2.2.7	Delivery of sleepers and elastic fastening		
2.2.8	Delivery of ballast for railway line		
2.2.9	Construction of Ballast layer		
2.2.10	Laying of track line (CWR)		
2.2.11	Delivery of turnouts		
2.2.12	Assembling and laying of turnouts		
2.2.13	rail weldings		
2.2.14	Destress rails		
2.2.15	Tamping, stambilizing and adjusting of the railway tracks to match the required axle and level.		



SECTION 4 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
2.2.16	Delivery and laying of guard rails		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>2.3</b>	<b>Other works</b>		
2.3.1	Buffer stops		
2.3.2	Elastic Level Crossing panels		
2.3.3	Pedestrian crossings		
2.3.4	Railway fences		
2.3.5	Railway signs		
-	-		
	TOTAL PRICE (Lsum)		100,0%
	<b>S2 = 2.1 + 2.2 + 2.3 =</b>		
<b>3</b>	<b>DRAINAGE - RETAINING WALLS</b>		
<b>3.1</b>	<b>Complete construction of open channels</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>3.2</b>	<b>Complete construction of drainage pipe networks</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>3.3</b>	<b>Complete construction of retaining walls</b>		
	TOTAL PRICE (Lsum)		100,0%
	<b>S3 = 3.1 + 3.2 + 3.3 =</b>		
<b>4</b>	<b>PLATFORMS</b>		
<b>4.1</b>	<b>Rinas Airport (TIA)</b>		
	TOTAL PRICE (Lsum)		100,0%
	<b>S4 = 4.1 =</b>		
<b>5</b>	<b>MAJOR STRUCTURES</b>		
<b>5.1</b>	<b>Complete construction of new railway bridge of Lana river at k.p. 1+196.74</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>5.2</b>	<b>Complete construction of new railway bridge of Tirana river at k.p. 3+318.24</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>5.3</b>	<b>Complete construction of Canopy in Airport Terminal</b>		
	TOTAL PRICE (Lsum)		100,0%
	<b>S5 = 5.1 + 5.2 + 5.3 =</b>		
<b>6</b>	<b>CULVERTS</b>		
<b>6.1</b>	<b>Complete construction of culvert at k.p. 0+530.3</b>		
	TOTAL PRICE (Lsum)		100,0%
<b>6.2</b>	<b>Complete construction of culvert at k.p. 0+797.5</b>		
	TOTAL PRICE (Lsum)		100,0%

SECTION 4 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>6.3</b>	<b>Complete construction of culvert at k.p. 0+825.9</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.4</b>	<b>Complete construction of culvert at k.p. 0+961.4</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.5</b>	<b>Complete construction of culvert at k.p. 1+327.15</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.6</b>	<b>Complete construction of culvert at k.p. 1+607.67</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.7</b>	<b>Complete construction of culvert at k.p. 1+849.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.8</b>	<b>Complete construction of culvert at k.p. 2+130.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.9</b>	<b>Complete construction of culvert at k.p. 2+670.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.10</b>	<b>Complete construction of culvert at k.p. 3+112.3</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.11</b>	<b>Complete construction of culvert at k.p. 3+367.04</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.12</b>	<b>Complete construction of culvert at k.p. 3+570.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.13</b>	<b>Complete construction of culvert at k.p. 3+804.7</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.14</b>	<b>Complete construction of culvert at k.p. 4+022.7</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.15</b>	<b>Complete construction of culvert at k.p. 4+240.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.16</b>	<b>Complete construction of culvert at 4+820.0</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.17</b>	<b>Complete construction of culvert at k.p. 4+990.6</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>6.18</b>	<b>Complete construction of culvert at k.p. 5 + 155.13</b>		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S6 = 6.1 to 6.18 =</b>		

**OFFERED PRICE FOR SECTION 3: S1 + S2 + S3 + S4 + S5 + S6 =**

Signature of the Participant \_\_\_\_\_

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
<b>1</b>	<b>PREPARATORY WORKS - CABLE ROUTING</b>		
<b>1.1</b>	<b>Preparatory works - complete construction of cable routing</b>		
1.1.1	Existing equipment removal		
1.1.2	Electronic Interlocking System "Control Area Durres" - cable routing		
1.1.3	Electronic Interlocking System "Control Area Shkozet" - cable routing		
1.1.4	Electronic Interlocking System "Control Area Sukthi" - cable routing		
1.1.5	Electronic Interlocking System "Control Area Vore" - cable routing		
1.1.6	Electronic Interlocking System "Control Area Kashar & Airport" - cable routing		
1.1.7	Electronic Interlocking System "Control Area Tirana" - cable routing		
1.1.8	Cable routing at open line		
-			
	TOTAL PRICE (Lsum)		<b>100,0%</b>
	<b>S1 = 1.1 =</b>		
<b>2</b>	<b>INTERLOCKING SYSTEMS</b>		
<b>2.1</b>	<b>Interlocking Systems</b>		
2.1.1	Electronic Interlocking System "Control Area Durres" - indoor equipment		
2.1.2	Electronic Interlocking System "Control Area Durres" - outdoor equipment		
2.1.3	Electronic Interlocking System "Control Area Durres" - cabling		
2.1.4	Electronic Interlocking System "Control Area Durres" - Technical Room and Power supply		
2.1.5	Electronic Interlocking System "Control Area Durres" - Testing and Commissioning		
2.1.6	Electronic Interlocking System "Control Area Shkozet" - indoor equipment		
2.1.7	Electronic Interlocking System "Control Area Shkozet" - outdoor equipment		
2.1.8	Electronic Interlocking System "Control Area Shkozet" - cabling		

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
2.1.9	Electronic Interlocking System "Control Area Shkozet" - Technical Room and Power supply		
2.1.10	Electronic Interlocking System "Control Area Shkozet" - Testing and Commissioning		
2.1.11	Electronic Interlocking System "Control Area Sukthi" - indoor equipment		
2.1.12	Electronic Interlocking System "Control Area Sukthi" - outdoor equipment		
2.1.13	Electronic Interlocking System "Control Area Sukthi" - cabling		
2.1.14	Electronic Interlocking System "Control Area Sukthi" - Technical Room and Power supply		
2.1.15	Electronic Interlocking System "Control Area Sukthi" - Testing and Commissioning		
2.1.16	Electronic Interlocking System "Control Area Vore" - indoor equipment		
2.1.17	Electronic Interlocking System "Control Area Vore" - outdoor equipment		
2.1.18	Electronic Interlocking System "Control Area Vore" - cabling		
2.1.19	Electronic Interlocking System "Control Area Vore" - Technical Room and Power supply		
2.1.20	Electronic Interlocking System "Control Area Vore" - Testing and Commissioning		
2.1.21	Electronic Interlocking System "Control Area Kashar & Airport" - indoor equipment		
2.1.22	Electronic Interlocking System "Control Area Kashar & Airport" - outdoor equipment		
2.1.23	Electronic Interlocking System "Control Area Kashar & Airport" - cabling		
2.1.24	Electronic Interlocking System "Control Area Kashar & Airport" - Technical Room and Power supply		
2.1.25	Electronic Interlocking System "Control Area Kashar & Airport" - Testing and Commissioning		
2.1.26	Electronic Interlocking System "Control Area Tirana" - indoor equipment		
2.1.27	Electronic Interlocking System "Control Area Tirana" - outdoor equipment		
2.1.28	Electronic Interlocking System "Control Area Tirana" - cabling		
2.1.29	Electronic Interlocking System "Control Area Tirana" - Technical Room and Power supply		

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
2.1.30	Electronic Interlocking System "Control Area Tirana" - Testing and Commissioning		
2.1.31	H.A.B.D. Installation		
2.1.32	H.A.B.D. testing and Commissioning		
2.1.33	Signalling - Tellecommand and Level Crossings staff training		
2.1.34	Testing and Commissioning for entire system		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>

	<b>S2 = 2.1 =</b>		
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<b>3 LEVEL CROSSINGS</b>			
<b>3.1 Signal Center for LCPSs (TCC SHKOZET)</b>			
3.1.1	Installation		
3.1.2	testing and commissioning		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>
<b>3.2 Level Crossing KP 2+140</b>			
3.2.1	Infrastructure and cable routing		
3.2.2	Installation		
3.2.3	testing and commissioning		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>
<b>3.3 Level Crossing KP 4+760</b>			
3.3.1	Infrastructure and cable routing		
3.3.2	Installation		
3.3.3	testing and commissioning		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>
<b>3.4 Level Crossing KP 6+410</b>			
3.4.1	Infrastructure and cable routing		
3.4.2	Installation		
3.4.3	testing and commissioning		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>
<b>3.5 Level Crossing KP 9+285</b>			
3.5.1	Infrastructure and cable routing		
3.5.2	Installation		
3.5.3	testing and commissioning		
-	-		

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
	TOTAL PRICE (Lsum)		100,0%
<b>3.6</b>	<b>Level Crossing KP 10+420</b>		
3.6.1	Infrastructure and cable routing		
3.6.2	Installation		
3.6.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.7</b>	<b>Level Crossing KP 12+535</b>		
3.7.1	Infrastructure and cable routing		
3.7.2	Installation		
3.7.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.8</b>	<b>Level Crossing KP 15+200</b>		
3.8.1	Infrastructure and cable routing		
3.8.2	Installation		
3.8.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.9</b>	<b>Level Crossing KP 19+410</b>		
3.9.1	Infrastructure and cable routing		
3.9.2	Installation		
3.9.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.10</b>	<b>Level Crossing KP 21+225</b>		
3.10.1	Infrastructure and cable routing		
3.10.2	Installation		
3.10.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.11</b>	<b>Level Crossing KP 24+715</b>		
3.11.1	Infrastructure and cable routing		
3.11.2	Installation		
3.11.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.12</b>	<b>Level Crossing KP 0+811(A.L.) 0+677(I/C)</b>		
3.12.1	Infrastructure and cable routing		
3.12.2	Installation		
3.12.3	testing and commissioning		

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.13</b>	<b>Level Crossing KP 1+614 (A.L.)</b>		
3.13.1	Infrastructure and cable routing		
3.13.2	Installation		
3.13.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.14</b>	<b>Level Crossing KP 3+121 (A.L.)</b>		
3.14.1	Infrastructure and cable routing		
3.14.2	Installation		
3.14.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.15</b>	<b>Level Crossing KP 29+950</b>		
3.15.1	Infrastructure and cable routing		
3.15.2	Installation		
3.15.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.16</b>	<b>Level Crossing KP 4+842 (A.L.)</b>		
3.16.1	Infrastructure and cable routing		
3.16.2	Installation		
3.16.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.17</b>	<b>Level Crossing KP 30+987</b>		
3.17.1	Infrastructure and cable routing		
3.17.2	Installation		
3.17.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.18</b>	<b>Level Crossing KP 5+562 (A.L.)</b>		
3.18.1	Infrastructure and cable routing		
3.18.2	Installation		
3.18.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		100,0%
<b>3.19</b>	<b>Level Crossing KP 32+610</b>		
3.19.1	Infrastructure and cable routing		
3.19.2	Installation		

SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
3.19.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>
<b>3.20</b>	<b>Pendestrian Level Crossing</b>		
3.20.1	Infrastructure and cable routing		
3.20.2	Installation		
3.20.3	testing and commissioning		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>

	<b>S3 = 3.1 to 3.20 =</b>		
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<b>4 Traffic Control Center (TCC)</b>			
<b>4.1 Traffic Control Center (TCC)</b>			
4.1.1	Technical room civil works and equipment		
4.1.2	Technical room E/M works		
4.1.3	Power supply		
4.1.4	Hardware		
4.1.5	Software development and implementation		
4.1.6	Interface		
4.1.7	Maintenance and Diagnostics (Hardware/Software)		
4.1.8	Train Numbering System (Hardware/Software)		
4.1.9	Testing and Commissioning for entire system		
4.1.10	Safety Plan and Safety Case		
4.1.11	Staff Training		
-	-		
	TOTAL PRICE (Lsum)		<b>100,0%</b>

	<b>S4 = 4.1 =</b>		
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<b>5 TELECOMMUNICATIONS</b>			
<b>5.1 Telecommunications</b>			
5.1.1	Cable routing trench (telecommunication carrier)		
5.1.2	Fiber optic cables including joints etc		
5.1.3	Fiber optic cables testing		
5.1.4	Fiber optic network equipment (ODF etc)		
5.1.5	Network Management System		
5.1.6	Durres Station active Network System		
5.1.7	Shkozet Station active Network System		
5.1.8	Sukthi Station active Network System		
5.1.9	Vore Station active Network System		



SECTION 5 - PRICE SCHEDULE			
Nr	DESCRIPTION OF WORKS	OFFERED PRICE (€)	PERCENTAGE
5.1.10	Kashar Station active Network System		
5.1.11	Tirana Station active Network System		
5.1.12	Durres Station active Telecommunication Equipment		
5.1.13	Shkozë Station active Telecommunication Equipment		
5.1.14	Sukthi Station active Telecommunication Equipment		
5.1.15	Vore Station active Telecommunication Equipment		
5.1.16	Kashar Station active Telecommunication Equipment		
5.1.17	Tirana Station active Telecommunication Equipment		
5.1.18	Testing and Commissioning for entire system		
5.1.19	Staff Training		
-	-		
TOTAL PRICE (Lsum)			<b>100,0%</b>

	<b>S5 = 5.1 =</b>		
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**OFFERED PRICE FOR SECTION 5: S1 + S2 + S3 + S4 + S5 =**

Signature of the Participant \_\_\_\_\_

## Price Schedules

Participant's Legal Name: \_\_\_\_\_

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

Tender No.: \_\_\_\_\_

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

### GRAND SUMMARY

PRICE SCHEDULE - SUMMARY		
GROUP	DESCRIPTION	OFFERED PRICE (€)
<b>0</b>	<b>DESIGNS MADE BY THE CONTRACTOR</b>	
1	Designs for Civil Works	
2	Electrification study	
3	Signalling - Implementation Design I	
4	Signalling - Implementation Design II	
5	Telecommunications - Implementation Design I	
6	Telecommunications - Implementation Design II	
	<i>OFFERED PRICE FOR THE DESIGNS=</i>	
<b>SECTION 1</b>	<b>K.P. : 0-639 - 2+000</b>	
1	Permanent Way	
2	Drainage - Retaining Walls	
3	Platforms	
	<i>OFFERED PRICE FOR SECTION 1 =</i>	
<b>SECTION 2</b>	<b>K.P. : 2+000 - 20+700</b>	
1	Roads	
2	Permanent Way	
3	Drainage - Retaining Walls	
4	Platforms	
5	Major Structures	
6	Culverts	
	<i>OFFERED PRICE FOR SECTION 2 =</i>	
<b>SECTION 3</b>	<b>K.P. : 20+700 - 33+783</b>	
1	Roads	
2	Permanent Way	
3	Drainage - Retaining Walls	
4	Platforms	
5	Major Structures	
6	Culverts	

<b>PRICE SCHEDULE - SUMMARY</b>		
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>OFFERED PRICE (€)</b>
<i>OFFERED PRICE FOR SECTION 3 =</i>		
<b>SECTION 4</b>	<b>Airport Connection Line</b>	
1	Roads	
2	Permanent Way	
3	Drainage - Retaining Walls	
4	Platforms	
5	Major Structures	
6	Culverts	
<i>OFFERED PRICE FOR SECTION 4 =</i>		
<b>SECTION 5</b>	<b>SIGNALLING - TELECOMMUNICATIONS</b>	
1	Preparatory Works - cable routing	
2	Interlocking Systems	
3	Level Crossings	
4	Traffic Control Center (TCC)	
5	Telecommunications	
<i>OFFERED PRICE FOR SECTION 5 =</i>		
SUM :		
Provisional Sum / Contingencies (5%) :		
TOTAL SUM (€) :		

Signature of the Participant \_\_\_\_\_

[\* Specify currency(ies) in accordance with ITP 28]

## Schedule of Payments

<b>SCHEDULE OF PAYMENTS</b>			
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>EMPLOYER'S ESTIMATE (%)</b>	<b>TENDERER'S PROPOSAL (%)</b>
<b>1</b>	<b>DESIGNS</b>		
1.1	Submission of designs	70%	70%
1.2	Approval of designs	30%	30%
		<b>100%</b>	<b>100%</b>
<b>2</b>	<b>ROADS</b>		
2.1	Preparatory works - earthworks	24%	
2.2	Pavement	48%	
2.3	Kerbs, gutters and sidewalks	18%	
2.4	Road signage	10%	
		<b>100%</b>	<b>100%</b>
<b>3</b>	<b>PERMANENT WAY</b>		
3.1	Preparatory works	2%	
3.2	Earthworks, slope protection, geotextiles, ballast removal and riprap construction	6%	
3.3	Civil works for the future Electrification		
3.4	Railway embankments, sub-ballast and base layer	10%	
3.5	Delivery of rails	18%	
3.6	Delivery of sleepers and elastic fastening	13%	
3.7	Delivery of ballast for railway line	14%	
3.8	Construction of Ballast layer	3%	
3.9	Laying of track line (CWR)	4%	
3.10	Delivery of turnouts	12%	
3.11	Assembling and laying of turnouts	2%	
3.12	rail weldings	3%	
3.13	Destress rails	1%	
3.14	Tamping, stambilizing and adjusting of the railway tracks to match the required axle and level.	5%	
3.15	Elastic Level Crossing panels	3%	
3.16	Railway fences, ASCO Type	1%	
3.17	Railway fences, Type B	2%	
3.18	Buffer stops, Pedestrian crossings, railway signs	1%	
		<b>100%</b>	<b>100%</b>
<b>4</b>	<b>DRAINAGE - RETAINING WALLS</b>		
4.1	Construction of open channels	46%	
4.2	Construction of drainage pipe networks	7%	
4.3	Construction of retaining walls	47%	
		<b>100%</b>	<b>100%</b>
<b>5</b>	<b>PLATFORMS</b>		

<b>SCHEDULE OF PAYMENTS</b>			
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>EMPLOYER'S ESTIMATE (%)</b>	<b>TENDERER'S PROPOSAL (%)</b>
5.1	DURRES STATION		
5.1.1	Earthworks - backfillings	12%	
5.1.2	Reinforced concrete works	74%	
5.1.3	Finishing the platform	14%	
		<b>100%</b>	<b>100%</b>
5.2	SHKOZET STATION		
5.2.1	Earthworks - backfillings	5%	
5.2.2	Reinforced concrete works	85%	
5.2.3	Finishing the platform	10%	
		<b>100%</b>	<b>100%</b>
5.3	VORE STATION		
5.3.1	Earthworks - backfillings	19%	
5.3.2	Reinforced concrete works	72%	
5.3.3	Finishing the platform	9%	
		<b>100%</b>	<b>100%</b>
5.4	SUKTHI STATION		
5.4.1	Earthworks - backfillings	5%	
5.4.2	Reinforced concrete works	90%	
5.4.3	Finishing the platform	5%	
		<b>100%</b>	<b>100%</b>
5.5	KASHAR STATION		
5.5.1	Earthworks - backfillings	5%	
5.5.2	Reinforced concrete works	88%	
5.5.3	Finishing the platform	7%	
		<b>100%</b>	<b>100%</b>
5.6	TIRANA PTT STATION		
5.6.1	Earthworks - backfillings	10%	
5.6.2	Reinforced concrete works	79%	
5.6.3	Finishing the platform	11%	
		<b>100%</b>	<b>100%</b>
5.7	RINAS AIRPORT		
5.6.1	Earthworks - backfillings	8%	
5.6.2	Reinforced concrete works	84%	
5.6.3	Finishing the platform	8%	
		<b>100%</b>	<b>100%</b>
<b>6</b>	<b>MAJOR STRUCTURES</b>		
6.1	REHABILITATION OF ARCH BRIDGE AT K.P. 3+560		
6.1.1	Demolition - earthworks	14%	
6.1.2	Superstructure	40%	
6.1.3	Finishing the deck	46%	
		<b>100%</b>	<b>100%</b>

<b>SCHEDULE OF PAYMENTS</b>			
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>EMPLOYER'S ESTIMATE (%)</b>	<b>TENDERER'S PROPOSAL (%)</b>
6.2	REHABILITATION OF BRIDGE AT K.P. 5+130		
6.2.1	Demolition - earthworks	4%	
6.2.2	Piers - abutments	10%	
6.2.3	Bearings	40%	
6.2.4	Superstructure	15%	
6.2.5	Finishing the deck	31%	
		<b>100%</b>	<b>100%</b>
6.3	REHABILITATION OF ERJENI BRIDGE AT K.P. 9+730		
6.3.1	Demolition - earthworks	2%	
6.3.2	Piers	5%	
6.3.3	Riverbed works	2%	
6.3.4	Bearings	9%	
6.3.5	Steel Beams	40%	
6.3.6	Abutments	5%	
6.3.7	Superstructure	22%	
6.3.8	Finishing the deck	15%	
		<b>100%</b>	<b>100%</b>
6.4	CONSTRUCTION OF NEW TANA BRIDGE AT K.P. 16+540		
6.4.1	Earthworks and piles	20%	
6.4.2	Bottom slab	16%	
6.4.3	Riverbed works	17%	
6.4.4	Piers - Abutments	19%	
6.4.5	Superstructure	28%	
		<b>100%</b>	<b>100%</b>
6.5	REHABILITATION OF BRIDGE AT K.P. 19+526		
6.5.1	Demolition - earthworks	5%	
6.5.2	Piers - abutments	11%	
6.5.3	Bearings	35%	
6.5.4	Superstructure	12%	
6.5.5	Finishing the deck	37%	
		<b>100%</b>	<b>100%</b>
6.6	REHABILITATION OF BRIDGE AT K.P. 25+130		
6.6.1	Demolition - earthworks	5%	
6.6.2	Abutments	11%	
6.6.3	Bearings	35%	
6.6.4	Superstructure	12%	
6.6.5	Finishing the deck	37%	
		<b>100%</b>	<b>100%</b>
6.7	REHABILITATION OF BRIDGE AT K.P. 25+400		
6.7.1	Demolition - earthworks	15%	
6.7.2	Superstructure	40%	

<b>SCHEDULE OF PAYMENTS</b>			
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>EMPLOYER'S ESTIMATE (%)</b>	<b>TENDERER'S PROPOSAL (%)</b>
6.7.3	Finishing the deck	45%	
		<b>100%</b>	<b>100%</b>
6.8	REHABILITATION OF BRIDGE AT K.P. 25+130		
6.8.1	Demolition - earthworks	5%	
6.8.2	Piers - abutments	10%	
6.8.3	Bearings	38%	
6.8.4	Superstructure	15%	
6.8.5	Finishing the deck	32%	
		<b>100%</b>	<b>100%</b>
6.9	CONSTRUCTION OF NEW LANA BRIDGE AT K.P. 1+196.74		
6.9.1	Earthworks and piles	21%	
6.9.2	Riverbed works	13%	
6.9.3	Abutments	27%	
6.9.4	Prefabricated beams	15%	
6.9.5	Superstructure	24%	
		<b>100%</b>	<b>100%</b>
6.10	CONSTRUCTION OF NEW TIRANA BRIDGE AT K.P. 3+318.24		
6.10.1	Earthworks and piles	25%	
6.10.2	Riverbed works	3%	
6.10.3	Abutments	24%	
6.10.4	Prefabricated beams	25%	
6.10.5	Superstructure	23%	
		<b>100%</b>	<b>100%</b>
6.11	REHABILITATION WORKS IN RASHBULL TUNNEL		
6.11.1	Spalling and repairing of concrete surfaces	62%	
6.11.2	Waterproofing - paintings	38%	
		<b>100%</b>	<b>100%</b>
6.12	CONSTRUCTION OF CANOPY IN AIRPORT TERMINAL		
6.12.1	Completion of 50% of the construction	50%	
6.12.2	Completion of the rest of the construction	50%	
		<b>100%</b>	<b>100%</b>
<b>7</b>	<b>CULVERTS</b>		
7.1	Construction of 25% of the culverts	25%	
7.2	Construction of 50% of the culverts	25%	
7.3	Construction of 75% of the culverts	25%	
7.4	Construction of 100% of the culverts	25%	
		<b>100%</b>	<b>100%</b>
<b>8</b>	<b>SIGNALLING</b>		
8.1	PREPARATORY WORKS - CABLE ROUTING		
8.1.1	Old equipment removal	5%	
8.1.2	Delivery and storage of materials and equipment	30%	

<b>SCHEDULE OF PAYMENTS</b>			
<b>GROUP</b>	<b>DESCRIPTION</b>	<b>EMPLOYER'S ESTIMATE (%)</b>	<b>TENDERER'S PROPOSAL (%)</b>
8.1.3	Complete installation insitu	45%	
8.1.4	Testing and commissioning	20%	
		<b>100%</b>	<b>100%</b>
8.2	<b>INTERLOCKING SYSTEMS</b>		
8.2.1	Delivery and storage of materials and equipment	40%	
8.2.2	Complete installation insitu	40%	
8.2.3	Testing and commissioning	20%	
		<b>100%</b>	<b>100%</b>
8.3	<b>LEVEL CROSSINGS</b>		
8.3.1	Delivery and storage of materials and equipment	40%	
8.3.2	Complete installation insitu	40%	
8.3.3	Testing and commissioning	20%	
		<b>100%</b>	<b>100%</b>
8.4	<b>TRAFFIC CONTROL CENTER (TCC)</b>		
8.4.1	Delivery and storage of materials and equipment	40%	
8.4.2	Complete installation insitu	40%	
8.4.3	Testing and commissioning	20%	
		<b>100%</b>	<b>100%</b>
<b>9</b>	<b>TELECOMMUNICATIONS</b>		
9.1	<b>TELECOMMUNICATIONS</b>		
9.1.1	Delivery and storage of materials and equipment	35%	
9.1.2	Complete installation insitu	45%	
9.1.3	Testing and commissioning	20%	
		<b>100%</b>	<b>100%</b>

Signature of the Participant \_\_\_\_\_



## Form of Tender Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

**Note for the Participant - All italicised text is for use in preparing this form and shall be deleted from the final document.**

*[Guarantor Letterhead and SWIFT identifier code]*

To: *[Insert name and address of Beneficiary (the Client)]*

Date: *[Insert date of issue]*

Type of Guarantee: Tender Security

Guarantee No.: *[Insert guarantee reference number]*

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

The Participant *[Insert name and address of the Participant]*

The Beneficiary: *[Insert name and address of the Client]*

The Underlying Relationship: The Participant's obligation in respect of *[insert reference number and details of the Invitation to Tender]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

A written statement stating that the Participant is in breach of its obligation(s) under the Tender conditions, because the Participant:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Participant in the Letter of Tender; or
- (b) does not accept the correction of arithmetic errors, in accordance with the Tender Document; or,
- (c) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document.

Language of any required documents: *[Insert the language as per the Tender Document]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue: A demand under this guarantee may be presented as from the due date for the submission of tenders

Guarantee Expiry:

The Guarantee shall expire:

- (a) if the Participant is the successful Participant, upon our receipt of copies of the Contract signed by the Participant and the performance security issued to you upon the instruction of the Participant; and
- (b) if the Participant is not the successful Participant, upon the earlier of (i) our receipt of a copy your notification to the Participant of the name of the successful Participant; or (ii) twenty-eight days after the expiration of the Participant's Tender.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

**The governing law shall be that of the Republic of Albania**

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank]. . . . .

## Technical Proposal Form

***The documents comprising the Technical Proposal are the following with further indications in the DS:***

- An Executive Summary of the technical proposal
- The Base Programme.
- A conceptual design proposal for the part of works required-
- List or Schedule of Technical Particulars of selected major items materials, equipment or plant selected.
- The list of planned subcontractors, the description of parts to be subcontracted and the percentage of works to be subcontracted.
- The Environmental, Social, Health and Safety Plan for the Contract;
- The Quality Assurance Plan for the Contract

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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## Base Programme Information

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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

We acknowledge that the Base Programme Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract.

The Base Programme Information consists of the following information:

1. Site Organisation and Method statement; and
2. Mobilisation and Construction Schedules

## Site Organization and Method Statement

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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The Participant shall provide general description of the arrangements and method statement which the Participant intends to adopt for the execution of the Works. The Participant's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works in conformity with the Tender Document.

## Mobilisation and Construction Schedules

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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The Participant shall provide information and/or schedule showing the order in which the Participant intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

- (a) mobilisation of the Contractor's Plant and Equipment;
- (b) execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
- (c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- (d) information regarding the proposed main site office;
- (e) The details of the accommodation and facilities to be provided for the Supervisor.
- (f) a list of the staff/personnel proposed for execution of the contract indicating their positions and qualifications;
- (g) a critical milestone bar chart showing times and duties allocated for staff/personnel for this contract;
- (h) the Preliminary Management Plan of the works executed by JVCA members and sub-contractors (if applicable);and
- (i) other information as the Participant deems relevant or appropriate.

## Form PS-1: List of Proposed Subcontractors

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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SUBCONTRACTORS AND SUPPLIERS	
Subcontractor/Sub-supplier Name and Address	Brief Description of the Services/Works/Supplies, including expected share of the contract scope

Where the Participant proposes to use a named subcontractor/sub-supplier for the execution of any part of the contracts, the Participant shall provide the following information for each proposed subcontractor:

- name, head office address;
- place of incorporation/registration;
- year of incorporation/registration and contact details;
- brief description and the estimated value of the part of the contract, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor(s) to perform the proposed part of the contract including:
  - (a) experience and past performance on the execution of similar works/provision of services/supply of goods;
  - (b) capabilities with respect to personnel, equipment, and construction; and
  - (c) financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the contract

**[The data on subcontractors/sub-suppliers should be supplied using the respective Forms (to be marked with \*) for each subcontractor/sub-supplier]**

## Form MAN-1: Manufacturer's Authorisation

***The Participant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. All text within square brackets [ ] is for use in preparing this form and shall be deleted from the final document.***

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Client]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorise *[insert complete name of Participant]* to submit a Tender the purpose of which is to provide the following goods, *[insert name and or brief description of the goods]*, manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## The Environmental, Social, Health and Safety Plan for the Contract

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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The Participant shall provide information about the Environmental, Social, Health and Safety Plan for the Contract. This shall include at minimum the following information:

The ESHS risks and issues to be considered include those arising from the design and construction of the Works, as described in project preparation documents such as:

1. Environmental and Social Impact Assessment;
2. Environment and Social Management Frameworks;
3. Environmental Management Plan or Environmental and Social Management Plan ;
4. Environmental and Social Commitment Plan;
5. Resettlement Policy Framework;
6. Resettlement Action Plan;
7. Permit or consent conditions, or any form of regulatory authority conditions attached to any permits or approvals for the project; and/or
8. Regulations, general specifications, sector specific specifications, or standard operating procedures.
- 9.

In addition, the environmental and social specialists should consider contextual issues and risks that may be specific to the sector, country, region or operating and regulatory regime. This may include, for example:

1. the availability of mitigation measures (such as traffic control, waste facilities, spill kits, etc.);
2. the traditionally accepted methods of work; and
3. the extent of application of Good International Industry Practice.

### Summary

The Contractor should:

1. have identified the key ESHS issues, risks and impacts related to the Works;
2. have established the multi-disciplinary team required to prepare and administer the procurement; and
3. be able to articulate, through a succinct policy/statement, the minimum ESHS performance requirements where The Client should set out its expectations to bidders/proposers with respect to ESHS performance during Works implementation.

## Quality Assurance Plan for the Contract

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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The Participant shall provide information about the Quality Assurance Plan for the Contact. This shall include at minimum the following information:

- a) a description of the methodology for the elaboration Quality Assurance Plan will be drafted (general approach , execution and follow-up procedures)
- b) the proposed Quality Assurance Team Structure which shall specify for each member of the project team, their role, qualification, experience and training. In particular it shall identify
  - o Quality Assurance Manager
  - o Responsible for technical studies and design
  - o Responsible for the quality of workmanship
  - o Responsible for the quality of the material, equipment and plant
  - o Responsible for Laboratory Testing
- c) The proposed procedures for the quality assurance for the technical studies and designs
- d) The proposed procedures for the quality assurance for the works on site
- e) The proposed procedures for the Laboratory Testing procedures for design, workmanship, materials, and plants as applicable
- f) The quality assurance reporting, approval and recording
- g) The quality assurance procedure for the subcontractors

## Schedule of Supplementary Information

Participant' Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. The Schedule of Supplementary Information consists of the following information:

- (i) Details of Proposed Insurer (s); and
- (ii) Details of Proposed Bank Issuing Performance and Advance Payment Securities.

### ***Details of proposed Insurer(s)***

The Participant shall provide name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract.

### ***Details of Proposed Bank Issuing Performance and Advance Payment Securities***

The Participant shall provide the name and the address of the issuing bank, which will provide the Performance and Advance Payment Securities. The Participant shall also provide information about the current credit rating of the issuing bank by Moody's or Standard & Poor's or other rating agencies.

## Form ESHS-1W: ESHS Certifications and Documents

Participant's Legal Name: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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

DESCRIPTION	INFORMATION
Identification of the certificate	_____ <i>[insert full name of the certificate]</i>
Date of Issue	_____ <i>[insert day, month, year of the certificate]</i>
Areas covered by the certificate	_____ <i>[activities and locations]</i>
Expiry date	_____ <i>[insert day, month, year]</i>
Issuers Name	_____ <i>[insert full name]</i>
Address	_____ <i>[insert street/number/town or city/country]</i>
Telephone/fax number	_____ <i>[insert phone/fax no., incl. country &amp; city area codes]</i>
E-mail	_____ <i>[insert e-mail address, if available]</i>
Compliance with international standards	<p><i>The certificate is</i></p> <p>ISO 14001                      <input type="checkbox"/> Yes/<input type="checkbox"/> No</p> <p>OHSAS 18001                 <input type="checkbox"/> Yes/<input type="checkbox"/> No</p>

Participant’s Legal Name: \_\_\_\_\_

JVCA Partner’s Legal Name: \_\_\_\_\_ [delete if not applicable]

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

Tender No.: \_\_\_\_\_

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

In the absence of ISO certificates or proof of conformity with ISO standards, the Participant shall provide the following information:

	DESCRIPTION	SUPPORTING DOCUMENTATION
1	Health & Safety Policy	Policy document or the index of the health & safety manual or other relevant documents.
2	Environmental Management Policy	Policy document or the index of the Environmental Management manual or other relevant documents.
3	Declaration of compliance with ILO core labour standards in operations	The Participant certifies (by ticking explicitly) complying with the following core labour standards: <ul style="list-style-type: none"> <li><input type="checkbox"/> Freedom of Association;</li> <li><input type="checkbox"/> Forced Labour;</li> <li><input type="checkbox"/> Discrimination;</li> <li><input type="checkbox"/> Child Labour.</li> </ul>
4	Reviews, inspections and audits related to ESHS issues within the company and especially on construction sites	Provide list of such reviews or audits which were carried out during the <b>[state the period, as per Section III, Evaluation Methodology]</b>
5	Internal and external integration and enforcement policy	Provide information on: <ul style="list-style-type: none"> <li>(a) How the Participant ensures that all members of a JVCA, suppliers or temporary workforce are aware of and comply with ESHS requirements;</li> <li>(b) Nature and content of the ESHS trainings provided to employees.</li> </ul>
6	Procedures on main ESHS issues	Unless information is already provided in policy documents submitted under the requirements of Articles 1 and 2 above, the brief description of the in-house policies and procedures shall be provided, covering the following issues, as appropriate for the Contract: <ul style="list-style-type: none"> <li>a) ESHS resources and facilities and ESHS monitoring organization;</li> <li>b) Project areas management (base camps, quarries, borrow pits, storage areas);</li> <li>c) Health &amp; Safety on project Areas;</li> <li>d) Local recruitment and ESHS trainings of local staff, ESHS trainings of subcontractors and local partners, if any;</li> <li>e) Relations with stakeholders, information and</li> </ul>

		<p>consultation of local communities and authorities;</p> <ul style="list-style-type: none"><li>f) Traffic management;</li><li>g) Hazardous products;</li><li>h) Wastewater (effluents);</li><li>i) Protection of water resources;</li><li>j) Atmospheric emissions, noise and vibrations;</li><li>k) Waste management;</li><li>l) Biodiversity: protection of fauna and flora;</li><li>m) Site rehabilitation and re-vegetation;</li><li>n) Erosion and sedimentation;</li><li>o) Control of infectious diseases.</li></ul>
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## Form ESHS-2W: ESHS Experience

Participant’s Legal Name: \_\_\_\_\_

JVCA Partner’s Legal Name: \_\_\_\_\_ *[delete if not applicable]*

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

Tender No.: \_\_\_\_\_

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

**Complete one (1) form per Contract.**

Contract of Similar Size and Nature			
Contract No . . . . . of . . . . .	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Lead partner in JVCA
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
Client’s Name Address Telephone/Fax Number email			
Description of the contract:			
Description of the ESHS challenges and measures implemented under the contract:			
<ul style="list-style-type: none"> <li>▪ ESHS Challenge;</li> <li>▪ ESHS Risk Assessment Level;</li> <li>▪ ESHS implemented measures;</li> <li>▪ ESHS Knowhow Transfer or ESHS Local Staff Capacity Building, if any.</li> </ul>			

## Form IRC: Information Request Consent

***[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]***

Date: ***[insert the date]***

To: ***[name and address of the client on reference projects]***

Sirs,

Being duly authorised to represent and act on behalf of ***[insert the Participant's or a JVCA partner's name]*** (hereinafter "the Participant") the undersigned hereby participate as a tenderer for the Contract ***[insert Contract title]*** with ***[insert the Client's name]*** (hereinafter "the Client") under the ***[insert name]*** project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify the statements and information submitted in connection with our tender, and to seek clarification regarding any technical aspects of our tender.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our tender, such as our resources, experience, and competence.

Signed \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of  
***[name of the Participant or a JVCA partner]***



## Form BIRC: Bank Information Request Consent

**[Letterhead of the Participant, or a JVCA partner, including full postal address, telephone and fax numbers and e-mail address]**

Date: **[insert the date]**

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

Sirs,

Being duly authorised to represent and act on behalf of **[insert the Participant's or a JVCA partner's name]** (hereinafter "the Participant") the undersigned hereby participate as a tenderer for the Contract **[insert Contract title]** with **[insert the Client's name]** (hereinafter "the Client") under the **[insert name]** project.

Hereby we authorise the Client and the Client's authorised representatives to conduct any inquiries to verify with you the statements, documents and information submitted in connection with our tender, and to seek clarification from you regarding our financial position.

Please consider this letter as authorisation for you to provide such information deemed necessary and as requested by the Client to verify statements and information provided in our tender.

Signed \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of  
**[name of the Participant or a JVCA partner]**

## Section VI: Requirements

### AS SEPARATE FILE / DOCUMENT

#### Table of Content for Section VI

SECTION VI – Requirements .....	<b>Error! Bookmark not defined.</b>
1. Scope of work.....	<b>Error! Bookmark not defined.</b>
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1.2 Section 2: Durres - Tirana PTT Railway Line, KP 2+000 - KP 20+700	<b>Error! Bookmark not defined.</b>
1.3 Section 3: Durres - Tirana PTT Railway Line, KP 20+700 - KP 33+540	<b>Error! Bookmark not defined.</b>
1.4 Section 4: Tirana International Airport (TIA) railway line and connection branch to Durres	<b>Error! Bookmark not defined.</b>
1.5 Section 5: Signalling and telecommunication systems.....	<b>Error! Bookmark not defined.</b>
1.5.1 Works for signalling and telecommand system .	<b>Error! Bookmark not defined.</b>
1.5.2 Works for telecommunication.....	<b>Error! Bookmark not defined.</b>
2.....	<b>Error! Bookmark not defined.</b>
2. Technical Specifications.....	<b>Error! Bookmark not defined.</b>
2.1 General Requirements .....	<b>Error! Bookmark not defined.</b>
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2.1.8 Deductions due to unsatisfactory performance and materials	<b>Error! Bookmark not defined.</b>
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2.1.10 Approved materials .....	<b>Error! Bookmark not defined.</b>
2.1.11 Liability for defects of materials .....	<b>Error! Bookmark not defined.</b>
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2.1.13 As-built documents and maintenance instructions	<b>Error! Bookmark not defined.</b>
2.1.14 Coordination of works .....	<b>Error! Bookmark not defined.</b>
2.1.15 Documentation during execution of works .....	<b>Error! Bookmark not defined.</b>
2.1.16 Construction journal (Workbook).....	<b>Error! Bookmark not defined.</b>
2.1.17 Schedule of payments .....	<b>Error! Bookmark not defined.</b>
2.1.18 Time Schedule – Programme of works.....	<b>Error! Bookmark not defined.</b>
2.1.19 Lands for the Contractor’s own purposes .....	<b>Error! Bookmark not defined.</b>
2.1.20 Facilities for the Engineer and his Staff.....	<b>Error! Bookmark not defined.</b>
2.1.21 Permits for works .....	<b>Error! Bookmark not defined.</b>
2.1.22 Traffic Regulation .....	<b>Error! Bookmark not defined.</b>
2.1.23 Safety and environmental protection .....	<b>Error! Bookmark not defined.</b>
2.1.24 Technical Equipment and Preparation of the Construction Site	<b>Error! Bookmark not defined.</b>

- 2.1.25 Organisation of the construction works implementation **Error! Bookmark not defined.**
- 2.1.26 Contractor's Site facilities..... **Error! Bookmark not defined.**
- 2.1.27 Environmental and social demands..... **Error! Bookmark not defined.**
- 2.1.28 Archaeological Survey..... **Error! Bookmark not defined.**
- 2.2 Design Requirements ..... **Error! Bookmark not defined.**
- 2.2.1 Supporting Studies ..... **Error! Bookmark not defined.**
- 2.2.2 Design for Civil Works – Permanent way ..... **Error! Bookmark not defined.**
- 2.2.3 Design for Civil Works – Structures..... **Error! Bookmark not defined.**
- 2.2.4 Design of Civil Works - Employer's Requirements **Error! Bookmark not defined.**
- 2.2.5 Signalling – Telecommunications..... **Error! Bookmark not defined.**
- 2.2.6 As-Built Documents..... **Error! Bookmark not defined.**
- 2.2.7 Time Schedule for the designs made by the Contractor **Error! Bookmark not defined.**
- 2.3 Preliminary Works ..... **Error! Bookmark not defined.**
- 2.3.1 Setting out the Alignment ..... **Error! Bookmark not defined.**
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- 2.3.5 Geodetic Data - Track Axis assurance ..... **Error! Bookmark not defined.**
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- 2.4.7 Scheduling Excavation for Structures..... **Error! Bookmark not defined.**
- 2.4.8 Foundation Material ..... **Error! Bookmark not defined.**
- 2.4.9 Backfilling Structures ..... **Error! Bookmark not defined.**
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# Section VII: Contract Terms and Conditions

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## General Conditions of Contract (GCC)

The General Conditions of Contract comprise the “General Conditions” which form part of “**Conditions of Contract for Plant and Design-Build**” for Electrical and Mechanical Plant and for Building and Engineering Works Designed by the Contractor, First Edition 1999 prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

These Conditions are subject to the variations and additions set out in Section “Particular Conditions of Contract” (PCC)

*Use of FIDIC documents are subject to copyright laws.*

Copies of the FIDIC Conditions of Contract can be obtained from:

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www: <http://www.fidic.org>

## Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract (PCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### GCC 1 General Provisions

#### GCC 1.1 Definitions

##### GCC 1.1.2 Parties and Persons

- 1.1.2.11 “Bank” means the financing institution (if any) named in the Appendix To Tender
- 1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Appendix To Tender
- GCC 1.1.6 1.1.6.10 “Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.
- 1.1.6.11 Enforcement Policy and Procedures means the EBRD’s Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures”.
- 1.1.6.12 “Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures. The applicable version of the EPP is **04 October 2017 which is available at <https://www.ebrd.com/news/publications/policies/enforcement-policy-and-procedures.html>**
- 1.1.6.13 “Enforcement Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.
- 1.1.6.14 “Disclosure Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.
- 1.1.6.15 “Third Party Finding” means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.
- 1.1.6.16 “Project Complaint Mechanism” means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time.
- 1.1.6.17 “Mutual Enforcement Institution” means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.

#### GCC 1.2 Interpretation

##### **Add the words:**

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost.

**GCC 1.12 Confidential Details*****Replace Sub-clause :***

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's 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, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

***Add the following Sub-clause:*****GCC 1.15 Inspections and Audit by the Bank**

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's assets, books, accounts and records relating to the performance of the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Contractor shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The Contractor shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Sub-clause are included.

***Add the following Sub-clause :*****GCC 1.16 Electronic Formats**

All notices and documents required to be submitted by the Contractor shall also be submitted electronically in formats that can be read by:

- Microsoft Word for text
- AutoCAD version for drawings
- Microsoft Project for planning
- Microsoft Excel for numerical information
- Adobe Reader for pdf-file formats

All above listed software shall be in their latest version or in the version currently operated by the Employer, all the above in the English language.

**GCC 2 The Employer****GCC 2.4 Employer's Financial Arrangements*****Add the words:***

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available

**GCC 3 The Engineer****GCC 3.1 Engineer's Duties and Authority*****Add the words:***

any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: Agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1: Instructing a Variation, except;
  - (i) in an emergency situation as determined by the Engineer, or
  - (ii) if such a Variation would increase the Accepted Contract Amount by not more than any percentage specified in the Appendix To Tender.
- (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, 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 Engineer, 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 Engineer. The Engineer 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.

**GCC 3.4 Replacement of the Engineer**

**Replace Sub-clause :**

If the Employer intends to replace the Engineer, 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 Engineer. If the Contractor considers the intended replacement Engineer 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.

**Add new Sub-Clause 3.6****GCC 3.6 Management Meetings:**

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. Such meetings shall take place on a monthly basis. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer, within two working days from the meeting. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

The agenda for such meetings shall cover a review of progress attained, a review of schedules and plans for future activities, the status of staffing, engineering, safety, equipment, material supply, payments, current and anticipated difficulties, interface with other Contractors, claims for extras, and other pertinent topics. Time and place of these meetings shall be mutually agreed taking into consideration the subject to be discussed.

**GCC 4 The Contractor****GCC 4.2 Performance Security****Add the words**

The Performance Security shall be issued by a bank with a minimum credit rating of: **Baa3 by Moody's or BBB- by S&P and Fitch** selected by the Contractor, and be acceptable to the Employer, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Appendix to Tender, or in another form approved by the Employer.

**Add the words :**

The Performance Security shall be in the form of an Unconditional Demand Bank Guarantee subject to ISS Uniform rules for demand guarantees 758.

The Performance Security shall be issued by a reputable bank accepted by the Employer. If the issuing bank is not located in the Employer's country, the Performance Security shall be counter-guaranteed by a reputable bank in the Employer's country or be otherwise enforceable in the Employer's country. Prior to issuing, the Contractor shall obtain the Employer's written consent to draft thereto.

**Add the words :**

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer 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 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer'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.

**GCC 4.3 Contractor's Representative*****Add the words :***

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 Engineer.

**GCC 4.4 Subcontractors*****Replace paragraph (b) with the following text :***

Prior consent of the Engineer shall be obtained to other proposed subcontractors, provided that the value of the subcontract is more than ten percent (10%) of the Contract Price, as well as for the replacement of the Subcontractors named in the Contract.

***Add at the end of the Sub-clause:***

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [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.

**GCC 4.8 Safety Procedures*****Replace paragraph (d) with the following text :***

(d) Within 28 days of the signature of the Contract Agreement, the Contractor shall submit to the Engineer for its approval a detailed plan for parts of the Works for which the Contractor will provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over]. The plan shall be approved by the Engineer before the start of the Works on any part of the Site.

***Add a new paragraph (f) :***

Within 28 days of the signature of the Contract Agreement, the Contractor shall submit to the Engineer a detailed traffic management plan.

The traffic management plan shall indicate what measures will be implemented to manage the traffic while Works are underway. Such plan shall describe, in the form of a sketch accompanied by narrative details, the sequence of signs, deviations, lighting, fence, etc, to be applied to each section of road with different cross profile characteristics (2, 3 or 4 lanes), so that road users and riparian be protected. The traffic management plan shall be approved by the Engineer before the start of the Works on any part of the Site.

**GCC 4.9 Quality Assurance*****Add after last paragraph:***

The Quality Assurance system shall ensure:

- (a) the all materials and equipment delivered to site are traceable as compliant with a recognised international standard for the material or equipment
- (b) include procedures for checking compliance and filing of compliance certificates and
- (c) include an electronic and paper filing system for storing all certificates and delivery dates.

**GCC 4.13 Rights of Way and Facilities*****Add new paragraph :***

Throughout the construction of the Works the Contractor shall provide and maintain for the site staff appropriate offices, stores, dining rooms, sanitary and health and safety facilities etc

**GCC 4.14 Avoidance of interference**

***At the end of the Sub clause 4.14. add the following text :***

Where any proposed element of work is likely to cause temporary or foreseeable long-term disruption to public utility services or the normal uninterrupted passage of private motor vehicles (traffic) the Contractor shall inform the Engineer in writing in due time, which shall not be less than 7 days before commencing of such works in order that suitable measures can be planned , evaluated and satisfactorily executed.

**GCC 4.15 Access Route**

***At the end of this Sub-clause insert:***

No important operation of any kind, especially cutting through, transit over, or closing existing roads, water conduits or other public utility shall be carried out without the written consent of the Engineer.

The Contractor shall inform the Engineer in due time which shall be not less than 7 calendar days in writing before commencing such works in order that the Engineer may arrange adequate supervision and safety precautions. With his application for permission to start construction work, the Contractor shall submit to the Engineer a list of all major plant he and his sub-contractors intend to use, indicating their characteristics (Excavators, trucks, cranes, compaction equipment, rollers, concrete mixers, equipment, etc.).

The Contractor shall select routes, choose and use such vehicles and restrict and distribute loads in such a way to prevent damage to the roads or structures communicating with or on the routes to the Site. The Contractor shall ensure that roads and bridges that have become damaged due to the Contractor's use of that infrastructure, in the opinion of the Engineer, are reinstated to a serviceability level similar to that which existed prior to the Contractor's use of the infrastructure. Reinstatement shall be to the approval of the Engineer. All expenses related to these procedures shall be covered by the Contractor.

**GCC 4.17 Contractor's Equipment**

***Add the following first paragraph :***

The Contractor shall not use for the execution of the works equipment of a lower quality than that proposed in the Tender.

**GCC 4.21 Progress Reports**

***Add a new paragraph (i) as follows:***

(i) The Engineer's representative and Contractor shall meet at times scheduled by the Engineer's representative on a monthly basis to discuss the status of Contractor's performance of this Contract. This monthly Progress Meeting shall be attended by the Contractor's representative and other Contractor's relevant personnel. The agenda for such meetings shall cover a review of progress attained, disbursement forecast for the upcoming six months, a review of schedules and plants for future activities, the status of staffing, engineering, safety, equipment, material supply, payments, current and anticipated difficulties, interface with other Contractors, claims for extras, and other pertinent topics. The minutes of the meetings shall be prepared by the Engineer, and shall be issued to the Contractor within 48 hours after the meeting for previous clarifications.

Before the mobilisation of the Site the regular progress meetings shall be held on a monthly basis at the Contractor's office, the Engineer's office, and/or on the Site. Further irregular meetings will be held if needed. Time and place of these meetings shall be mutually agreed

taking into consideration the subject to be dis-cussed.

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract

Three copies of Monthly Progress reports shall be provided by the Contractor in both English and Employer's official languages.

**GCC 4.23 Contractor's Operations on Site**

***Add at the end of the Sub-clause :***

No important operation of any kind, especially cutting through or closing existing roads, water conduits or public utilities shall be carried out without the written consent of the Engineer. The Contractor shall apply to the Engineer, in writing for such con-sent, at least 14 days prior to the proposed start of such operation. He shall include with the application full details of the operation, the programme, the major items of plant to be employed and enclose copies of all necessary permits obtained in accordance with Clause 1.13.

All temporary traffic and footway variations shall be made in accordance with the relevant laws and shall include all necessary temporary signposting and signals.

**GCC 4.24 Fossils**

***At the end of this Sub-clause insert additional paragraph :***

All fossils, artefacts, structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the relevant authority in the Employer's Country.

***Add new Sub-clause 4.25***

**GCC 4.25 Existing Services**

The Contractor shall acquaint himself with the position of all existing services such as drains, telephone, electricity lines and poles, water pipes, gas pipes and the like, before any excavation or other work likely to affect the existing services are commenced.

The Contractor will be liable for all damage to roads, drainage ditches, pipes, cables or services of any kind, caused by him or his sub-contractors in the execution of the Works, and must make good any such damage at his own expense and to the complete satisfaction of the Engineer within the Time for Completion or, where such damage is deemed by the Engineer to cause inconvenience, danger, harm or distress, within a timeframe notified in writing by the Engineer to the Contractor.

The Contractor is required to make all necessary arrangements with the relevant local authorities and owners for the removal and reinstatement of all services as agreed with or instructed by the Engineer. The Contractor will pay the costs of these works.

***Add new Sub-Clause 4.26:***

**GCC 4.26 Work diary**

***Add new Sub-Clause:***

The Contractor shall draw up a works diary for contemporary records, in a format agreed by the Engineer. The works diary shall be held on Site and the Contractor's Representative shall daily record the following information (as a minimum):



1. Atmospheric conditions, the work breaks due to adverse meteorological conditions, the working hours, the number and the qualification of the personnel working on Site, the supplied materials, the materials incorporated into the works, the equipment out of order, the tests completed, the sent samples, the unforeseen events, as well as verbal orders given to the Contractor.
2. Attachments with detailed data on all elements which are checked on Site and used for the calculation of the payments to the Contractor, such as completed Works, actual quantities, supplies accepted for incorporation into the Works. These attachments are part of the works diaries, but can be signed, if need be, as separate documents.
3. List of any obstructions and other difficulties encountered by the Contractor in the execution of the Works, during the reported period.

At the Engineer's request, the Contractor has to provide all necessary information for the daily completion of the works diary and attachments.

The information provided is noted in the works diary and attachments, signed by the Contractor's Representative and countersigned by the Engineer or his representative. The Contractor shall be responsible to ensure that adequate back-up of this information is provided.

In case of disagreement on a subject noted in the works diary or attachments, the Contractor has to inform in writing the Engineer about his remarks within 14 days from the date when the notice has been recorded in the works diary or attachments.

***Add new Sub-Clause 4.27***

**GCC 4.27 Prevention of Prohibited Practices**

The Contractor shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Contractor, including its suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.
- (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;

***Add new Sub-Clause 4.28***

**GCC 4.28 Agreements with third parties**

The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provision are included:

- (a) stating that the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the

Contract; and

- (b) notifying the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

## **GCC 6 Staff and Labour**

### **GCC 6.1 Engagement of Staff and Labour**

***Add the words***

The Contractor shall establish Human Resource policies in accordance with the governing Law. The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity/paternity or holiday).

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

### **GCC 6.2 Rates of Wages and Conditions of Labour**

***Add the words***

Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions.

Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage.

All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.

***Add the words:***

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.

### **GCC 6.4 Labour Laws**

***Add the words:***

The Contractor shall ensure that obligations to staff and labour under labour, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.

#### **GCC 6.5 Working Hours**

***Add the words:***

Hours of work shall comply with applicable laws, collective agreements, and industry standards. Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

#### **GCC 6.6 Facilities for Staff and Labour**

***Add the words:***

Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow international good practice as set out in the IFC/The Bank's Public Guidance. The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted.

#### **GCC 6.7 Health and Safety**

***Add the words:***

The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to the Bank(s) prior to the start of Construction.

Every Contractor shall plan, manage and monitor construction work carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety. In instances where the Contractor is a joint venture, consortium or a similar entity, the Contractor shall coordinate its planning, management and monitoring activities in a manner that will ensure that any overlap does not create any potential risks to third parties.

All work-related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far as is reasonable practicable. High regard shall be given in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;

- Working at Heights;
- Lifting Operations;
- Movement of vehicles and mobile work equipment;
- Ground disturbance and excavations; and,
- Working with and around live electrical conductors.

The Contractor shall ensure that a safe and healthy working environment is provided and that good international occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of work by identifying and controlling risks to workers, third parties and affected communities, so as far as is reasonably practicable. The Contractor shall ensure that all staff, labourers and

persons entitled to be on site receive the necessary supervision, information, instruction and training to do their jobs in a manner that does not place themselves or third parties at risk. With regard to any unauthorised site visitors, the Contractor shall familiarise itself with, and comply with, any relevant provisions of the Applicable Law. Where appropriate, the Contractor shall provide equipment to minimise health and safety risks and enforce its use. The Contractor shall carry out a risk assessment to ensure the correct selection of equipment is made for every task. The work equipment shall be in good working condition, designed for the specific task and not improvised in any way. The Contractor shall put in place arrangements for emergency prevention, preparedness and response.

***Add the following provisions 6.7.1 to 6.7.10***

**GCC 6.7.1 Personal Protective Equipment**

The Contractor shall provide, at no cost to its workers, Personal Protective Equipment (PPE) to control residual risks. The PPE shall be suitable for the relevant hazards workers are exposed to and replaced at no cost to the worker, when it becomes damaged or worn. As a minimum, PPE shall be protective toe cap safety footwear, head protection and an item of high visibility clothing.

**GCC 6.7.2 Workers Welfare Accommodation**

The Contractor shall provide a suitable seating area for workers to use during breaks. This area shall be clean, located where food will not become contaminated and provide reasonable thermal comfort during high and low temperatures. The Contractor shall also provide adequate access to toilets and wash basins for their workers.

**GCC 6.7.3 Contractor's Personnel**

The Contractor shall ensure that all personnel employed to carry out work are competent and fit to carry out the work they are employed to do. All Contractor personnel shall receive a site safety induction before they start work which should identify the hazards, the risk to their health and safety and the control measures that shall be implemented. Any worker who fails to cooperate with the Contractor or fails to take reasonable care of themselves or others and placing them at risk of injury or ill health, shall be removed from the Site.

**GCC 6.7.4 First Aid**

Prior to the start of work the Contractor shall carry out a first aid needs assessment to determine the provisions necessary to preserve life and provide immediate first aid to a casualty. The assessment shall consider the degree of hazards, potential risks and the number of employees at the Site. In addition consideration shall be made to risks created in the course of work in particular hot works causing burns and hazardous liquids splashing into the face. The Contractor shall ensure competent first aid trained personnel are available in convenient locations on site to ensure prompt response to administer immediate first aid.

**GCC 6.7.5 Working at Heights**

The Contractor shall introduce a procedure that requires all working at heights to be avoided where possible. Where working at heights cannot be avoided, the Contractor shall assess all working at heights to satisfy themselves that suitable fall prevention measures are in place before any work activity commences. Where the risk of a fall may still exist, the Contractor shall introduce measures to mitigate a fall, in the event of one occurring. The Contractor shall undertake periodical monitoring of the working platforms and fall prevention measures to ensure they remain adequate and in a good working order.

**GCC 6.7.6 Ground Disturbance and Excavations**

The Contractor shall ensure all ground disturbance and excavation activities are to be

carried out under a safe system of work which includes a comprehensive assessment of the risks by a competent person, regardless of depth, to ensure it is safe and adequately supported. Entry into any excavation by any person is to be avoided where possible. Where entry cannot be avoided, robust engineering methods shall be used to support excavations to prevent any worker being trapped or suffering injury or ill health. At no point shall any worker enter an unsupported excavation.

#### **GCC 6.7.7 Live Electrical Services**

The Contractor is to familiarise themselves with all electrical services within the designated Site, this shall include all above and below ground services. All live conductors are to be securely covered and be inaccessible to unauthorised personnel. Where there is a risk of contact, either by a worker or any operated equipment, the Contractor shall arrange for the service to be temporary isolated or rerouted prior to the start of work. At any time no worker or third party shall be exposed to any live conductors unless they are authorised and competent to work on or around these services.

#### **GCC 6.7.8 Movement of Vehicles and Mobile Work Equipment**

The Contractor shall minimise the movement of traffic and mobile work equipment and continually assess the on and off site effects. Where possible, one way systems shall be introduced to avoid vehicles coming into contact with each other. Reversing of vehicles and mobile work equipment shall be avoided on site, where this is not possible an effective system must be in place to control reversing so there is no risk of injury or damage to property. All moving vehicles and mobile work equipment on the Site shall have a fitted flashing amber warning beacon which must be in use while in operation. The Contractor shall ensure any vehicles or mobile work equipment entering the Site shall be checked and confirmed suitable for site conditions with specialist consideration to lights, brakes, steering, mirrors and restraints/seatbelts. Fitted restraints/seatbelts shall be worn at all time when the vehicles or mobile plant is in operation.

#### **GCC 6.7.9 Confined Space Working**

The Contractor shall identify all areas which are, or could become a confined space, and prevent entry into these areas. If no method of working is possible without entry, the Contractor shall carry out a risk assessment and introduce a system of work to eliminate or control hazards and foreseeable risks and prevent a risk of injury or ill health to workers. At all times the Contractor shall ensure that the worker entering the confined space is provided with, as a minimum, uncontaminated breathable air, a method to detect unhealthy and flammable atmospheres, clear access to and egress from the confined space and emergency arrangements to remove the worker if self-rescue is not possible.

#### **GCC 6.7.10 Preventative Measures**

The Contractor shall develop and maintain throughout the execution of the Contract preventative measures relating to worker health concerns, including providing inoculations or other preventative treatments for disease that are either global in nature or endemic in the project area. The Contractor shall undertake appropriate measures to reduce the risk of transfer of STDs and HIV/AIDS among the Contractor's Personnel and the local community including providing condoms and information for raising awareness among employees of sexually transmitted disease and HIV/AIDS.

#### **GCC 6.8 Contractor's Superintendence**

##### ***Add the words: :***

The Contractor shall ensure that a grievance mechanism is available to all workers and their organisations to use without fear of intimidation or retaliation. The Contractor will ensure that employees are informed about the grievance mechanism and that this is part of the training for new employees and information is posted in relevant areas on Site.

The Contractor shall ensure that the grievance mechanism involves an appropriate level of

management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution.

***Replace the provision of 6.9***

**GCC 6.9 Contractor's Personnel**

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract,
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- (e) based on reasonable evidence, has engaged in a Prohibited Practice during the execution of the works.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

***Add the following provisions 6.12 through to 6.25 :***

**GCC 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.

Where the Contractor requires repayment of travel costs of foreign personnel initially borne by the Contractor, the terms of repayment shall be reasonable, made clear to the worker, and documented, prior to the worker leaving their country of origin. The worker shall signify agreement with the terms of the loan and its repayment, and shall be entitled to resign under the terms of national labour legislation and elect to repay the outstanding debt.

**GCC 6.13 Supply of Foodstuffs**

The Contractor shall arrange for the provision of a sufficient supply of suitable, culturally appropriate food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

**GCC 6.14 Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of potable drinking and other water for the use of the Contractor's Personnel. The Contractor shall not levy, or permit to be levied on any of their personnel, a charge for the access to potable drinking water.

**GCC 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.

**GCC 6.16 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel. The Contractor shall make all reasonable efforts to ensure no worker on the site under his control brings or consumes any alcohol or illicit drugs onto the site. The Contractor shall also immediately remove any Contractor's Personnel that it suspects or has confirmed is under any influence of alcohol or illicit drugs, from site.

**GCC 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.

**GCC 6.18 Festivals and Religious Customs**

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**GCC 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.

**GCC 6.20 Forced 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 involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements.

**GCC 6.21 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. The Contractor shall put in place a procedure to verify the ages of young workers. Children below the age of 18 years shall not be employed in dangerous work.

**GCC 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 Engineer, and these records shall be available for inspection by the Bank's auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**GCC 6.23 Workers' Organisations**

In countries where the relevant labour laws recognize 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. The Contractor shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

**GCC 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. The Contractor shall ensure equal remuneration for men and women for work of equal value. 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 promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

**GCC 6.25 Social Security**

The Contractor shall ensure that obligations to staff and labour under labour or social security laws and regulations arising from the employment relationship shall be respected, and that such obligations shall not be avoided through the use of labour-only contracting arrangements.

**GCC 13 Variations and Adjustments**

**GCC13.3 Variation Procedure**

**Add the words:**

Changes to the commercial conditions of contract (such: modification of the GCC orPCC, change in the structure of the JVCA, assignment of the contract, etc) or any major change in scope or duration of the contract shall not be introduced through Variation Orders but through Addenda/Amendments to the contract to be signed by the parties.

Any modification of the contract (including variations, claims or addenda/amendments) shall be subject to the Bank's no objection prior to signature by the parties.

**GCC 13.7 Adjustments for Changes in Legislation**

**Add the words:**

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].

**GCC 14 Contract Price and Payment**

**GCC 14.2 Advance Payment**



**Add the words:**

The advance payment guarantee shall be issued by a reputable bank with a minimum credit rating of: **Baa3 by Moody's or BBB- by S&P and Fitch** selected by the Contractor, and be acceptable to the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall provide the advance payment guarantee within not be less than 28) days after receiving the Letter of Acceptance.

If the advance payment guarantee is not received within the stated period of time this Sub-Clause shall not apply.

**Add the words :**

The advance payment guarantee shall be in the form of an Unconditional Demand Bank Guarantee subject to ISS Uniform rules for demand guarantees 758.

The advance payment guarantee shall be issued by a reputable bank accepted by the Employer. If the issuing bank is not located in the Employer's country, the advance payment guarantee shall be counter-guaranteed by a reputable bank in the Employer's country or be otherwise re-enforceable in the Employer's country. Prior to issuing, the Contractor shall obtain the Employer's written consent to draft thereto.

**GCC 14.7 Payment****Replace Sub-clauses :**

- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and
- (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.

**Replace Sub-clauses:**

The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account(s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor may only be made to the Contractor's bank account(s) explicitly detailed in the Contract Agreement.

**GCC 14.9 Payment of Retention Money****Add the words :**

When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to these Particular Conditions or in

another form approved by the Employer and provided by an entity approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release 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 Performance Certificate.

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

**GCC 14.15 Currencies of Payment**

*Replace Sub-clause:*

**GCC 14.15** Sub-clause 14.15 is inapplicable. The Contract Price shall be paid in **Euro (€)**

**GCC 15 Termination by Employer**

*Add the following Sub-clause*

**G Termination in case of Prohibited Practices**

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2.

**GCC 16 Suspension and Termination by Contractor**

*Add the following Sub-clauses :*

**2 . Termination by Contractor**

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

**GCC 17 Risk and Responsibility**

*Add the following Sub-clauses :*

**GCC 17.7 Use of Employer's Accommodation/Facilities**

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

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

**GCC 20.5 Amicable Settlement**

*Replace Sub-clause :*

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

**GCC 20.6 Arbitration**

*Replace Sub-clause :*

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the Dispute Adjudication Board (DAB)'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, international arbitration (i) with proceedings administered by the arbitration institution designated in the Appendix to Tender, and conducted under the rules of arbitration of such institution; or, if so specified in the Appendix to Tender, (ii) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (iii) if neither an arbitration institution nor UNCITRAL arbitration rules be specified in the Appendix to Tender, 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.
- (b) The place of arbitration shall be the neutral location specified in the Appendix to Tender, and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]
- (c) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any

matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

# Contract Forms

This Section contains Contract Forms which once completed will constitute part of the Contract.

The forms for Contract Agreement, Performance Security, Advance Payment Security, when required, shall only be completed by the successful Participant after the Contract award.

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# 1. Letter of Acceptance

[on letterhead paper of the Client]

..... [insert date] day of [insert: month], [insert: year].

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

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

This is to notify you that your Tender dated .... [Insert date] .... for execution of the .....[insert name of the Contract and identification number] ..... for the amount of ..... [insert amount (s) in figures and words and name(s) of currency(ies)], as corrected and modified in accordance with the Instructions to Participants is hereby accepted by us.

1. In accordance with Instructions to Participants of the Tender Document, within seven (7) calendar days of receipt of this notification of award, the Contractor is required to acknowledge receipt of the notification of award and to furnish the Employer with details of the bank account(s) that the Contractor proposes to use for the purpose of receiving payments due under the Contract, in the following format:

Payee's Account Name: .....

Payee's Account No. (IBAN): .....

Payee's Bank Name: .....

Payee's Bank Address: .....

SWIFT CODE: .....

In the event that payments are to be made in a currency which is not the currency of the country of the Contractor, the correspondent bank details shall be furnished in the following format:

Payee's Bank's Correspondent details: .....

Correspondent Bank Name: .....

Address: .....

Account Name (IBAN): .....

Account Number: .....

SWIFT CODE: .....

2. In accordance with ITP 46.2, upon receipt of the Contractor's acknowledgement of the notification of award and bank account details, the Employer shall sign and send to the Contractor the Contract Agreement. In accordance with ITP 47.2, within fourteen (14) calendar days of Contractor's receipt of the Contract Agreement, the Contractor shall sign, date and return the Contract Agreement to the Employer.

3. Within the period specified in the Contract the Contractor shall furnish the Employer with a Performance Security in the amount of [insert amount (s) in figures and words and name(s) of currency(ies)] in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Contract Terms and Conditions.

4. In addition you are you are requested to provide a cash flow forecast estimating the payments under the contract which you expect to come due during each month starting from the Contract signing date.

Authorised Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

## 2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert complete name of the Employer* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government* ] of [ *insert name of Country of the Employer* ], or corporation incorporated under the laws of [ *insert name of Country of the Employer* ] and having its principal place of business at [ *insert address of the Employer* ] (hereinafter called "the Employer"), and
- (2) [ *insert name of the Contractor* ], a corporation incorporated under the laws of [ *insert country of Contractor* ] and having its principal place of business at [ *insert address of Contractor* ] (hereinafter called "the Contractor").

WHEREAS the Employer invited tenders for the execution of the Works, described as [ *insert brief description of the Works* ] and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor 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.

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, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Tender
  - (c) the Addenda No's . . . . . [ *insert addenda numbers if any* ]
  - (d) the Particular Conditions
  - (e) the General Conditions
  - (f) the Specification
  - (g) the Drawings
  - (h) the Technical Proposal,
  - (i) the Completed Price Schedules,
  - (j) Bill of Quantities 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 indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Accepted Contract Amount is [ *insert the amount in figures and words and currency* ] without VAT, as amended during the implementation of the contract,
4. Payment of the amounts due to the Contractor under the Contract may only be made to the following bank account(s):
 

Payee's Account Name: .....

Payee's Account No. (IBAN): .....

Payee's Bank Name: .....

Payee's Bank Address: .....

SWIFT CODE: .....



*Insert details of the bank account(s) nominated by the Contractor for the purpose of receiving payments due under the Contract.*

Payee's Bank's Correspondent details:

Correspondent Bank Name: .....

Address: .....

Account Name (IBAN): .....

Account Number: .....

SWIFT CODE: .....

**The above provision pertaining to correspondent bank details shall be deleted if not applicable.**

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

Agreement to be executed in accordance with the laws of . . . . . [*name of the borrowing country*] . . . . . on the day, month and year indicated above.

Signed by: \_\_\_\_\_

Name and Title of Signatory

For and on behalf of the Employer in the presence of \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Signed by: \_\_\_\_\_

Name and Title of Signatory

For and on behalf the Contractor in the presence of \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

### 3. Performance Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

*Note for the Contractor - All italicised text is for use in preparing this form and shall be deleted from the final document.*

*[Guarantor Letterhead and SWIFT identifier code]*

To: *[Insert name and address of Beneficiary (the Employer)]*

Date: *[Insert date of issue]*

Type of Guarantee: ***Performance Guarantee***

Guarantee No.: *[Insert guarantee reference number]*

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

The Contractor *[Insert name and address of the Contractor]*

The Beneficiary: *[Insert name and address of the Employer]*

The Underlying Relationship: The Contractor's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: The Beneficiary's demand in writing declaring the Contractor to be in default under the Contract

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause The Guarantee Amount will be increased by presentation to the Guarantor of the Contractor's statement that the underlying contract was amended to increase the scope or value of the works and specifying the amount and currency or the new value.

Guarantee Expiry: This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*

Any demand for payment under this guarantee must be received by the Guarantor on or before the

expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

**The governing law shall be that of the Republic of Albania.**

..... [Seal of Bank and Signature(s) of authorised representatives of the bank], .....

## 4. Advance Payment Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

**Note for the Contractor - All italicised text is for use in preparing this form and shall be deleted from the final document.**

*[Guarantor Letterhead and SWIFT identifier code]*

To: *[Insert name and address of Beneficiary (the Employer)]*

Date: *[Insert date of issue]*

Type of Guarantee: ***Advance Payment Guarantee***

Guarantee No.: *[Insert guarantee reference number]*

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

The Contractor: *[Insert name and address of Supplier or Contractor]*

The Beneficiary: *[Insert name and address of Employer]*

The Underlying Relationship: The Contractor's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating:

(a) the Contractor has failed to repay the advance payment in accordance with the conditions of the Contract; and

(b) the amount which the Contractor has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . [Contractor's account number]. . . . . at . . . . . [name and address of the bank]. . .

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to the Guarantor

Guarantee Expiry: This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that [insert percentage in

figures and words] percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]* *[insert year]*, whichever is earlier.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

The governing law shall be that of the Republic of Albania.

..... [Seal of Bank and Signature(s) of authorised representatives of the bank] . . . .

## 5. Retention Money Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

***Note for the Contractor - All italicised text is for use in preparing this form and shall be deleted from the final document.***

***[Guarantor Letterhead and SWIFT identifier code]***

To: ***[Insert name and address of Beneficiary (the Employer)]***

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

Type of Guarantee: ***Retention Money Guarantee***

Guarantee No.: ***[Insert guarantee reference number]***

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

The Contractor: ***[Insert name and address of the Contractor]***

The Beneficiary: ***[Insert name and address of the Employer]***

The Underlying Relationship: ***The Contractor's obligation in respect of [insert reference number and details of the contract]***

Guarantee Amount and currency: ***[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]***

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the payment to the Contractor of the balance of the Retention Money shall have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ ***[name and address of bank]***.

Language of any required documents: ***[Insert "English" or the language of the contract document if not in English]***

Form of Presentation: ***[Insert paper or electronic form. If paper, indicate mode or delivery. If electronic, indicate the format, system for data delivery and the electronic address for presentation]***

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause

Guarantee Expiry:

This guarantee shall expire, at the latest, 21 days after the date when the Beneficiary has received a copy of the Performance Certificate issued by the Engineer under the Contract.

Any demand for payment under this guarantee must be received by the Guarantor on or before the

expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

**The governing law shall be that of the Republic of Albania.**

..... [Seal of Bank and Signature(s) of authorised representatives of the bank] . . . .