
REPUBLIC OF MOLDOVA

MOLDOVA RURAL CONNECTIVITY PROJECT - P180153

NATIONAL ROAD ADMINISTRATION

AMENDMENT No.6
to the Request for Bids

Rehabilitation Works on Corridor 8:

Lot 1: Contract MRCP/W1/01:

*Road G88: Cornești–Boghenii Noi–Năpădeni – M5, km 0+000–km
16+200*

Lot 2: Contract MRCP/W1/02:

*Road G88: Cornești – Boghenii Noi – Năpădeni – M5, km 16+200 –km
25+090 (Section 1) and Road G86: G88 – Dereneu – G85, km 0+000 –
km 8+395 (Section2)*

Issued on February 13th, 2026

Article 4

In the Section II – Bid Data Sheet (BDS), ITB 7.1, the following text shall be deleted :

“Requests for clarification shall be received by the Employer no later than **14 days**, prior to the deadline for submission of bids.”

and replaced with the following text:

“Requests for clarification shall be received by the Employer no later than **10 days**, prior to the deadline for submission of bids.”

Article 5

In the Section II – Bid Data Sheet (BDS), ITB 14.7, the following text shall be deleted:

“In accordance with the applicable law, no duties, taxes, or other levies shall be payable by the Contractor under the Contract. No such duties, taxes, or other levies shall be included in the rates and prices or in the total Bid Price submitted by the Bidders and shall not be paid and/or reimbursed by the Employer.

Law No. 176 dated July 11, 2024, on the ratification of the Loan Agreement between the Republic of Moldova and the International Bank for Reconstruction and Development, and Law No. 177 dated July 11, 2024, on the ratification of the Financing Agreement between the Republic of Moldova and the International Development Association for the implementation of the Moldova Rural Connectivity Project, provide the Contractor with VAT exemption with the right to deduct and, respectively, exemption from excise duty, customs duties, fees for customs procedures, and VAT exemption without the right to deduct.”

and replaced with the following text, which shall apply in conjunction with ITB 14.7 and shall prevail in case of inconsistency:

“In accordance with the provisions of the Law no. 176/2024 and 177/2024, the import of goods and services intended for the implementation of the Project are exempt from VAT without the right to deduct, excise duty, customs duties, fee for customs procedures and tax for goods, that in the process of use, cause environmental pollution, and supplies of goods and services intended for implementation of the Project are subject to exemption of VAT with the right to deduct, excise duty, tax for goods, that in the process of use, cause environmental pollution.

The tax exemption mechanism for application of fiscal and custom incentives is provided in the Government Decision no. 114/2025.

”

Article 6

In the Section III - Evaluation and Qualification Criteria, in the second paragraph, the text “Bidders should indicate the USD” shall be replaced with the text “Bidders should indicate the EURO”.

Article 7

In the Section III - Evaluation and Qualification Criteria, para. 1.5 Equipment, the following lines shall be deleted:

| | | | |
|---|--|-------|-------|
| 4 | Cold Recycling Equipment (to specify type) | 1 set | 1 set |
| 5 | Cement stabilization Equipment (to specify type) | 1 set | 1 set |

and replaced with the following:

| | | | |
|---|---|-------------|-------------|
| 4 | Cold Recycling Equipment or paver (to specify type) | 1 set/1pcs | 1 set/1pcs |
| 5 | Cement stabilization Equipment or paver (to specify type) | 1 set/1 pcs | 1 set/1 pcs |

Article 8

In the Section III - Evaluation and Qualification Criteria, para. 1.5 Equipment, the following line shall be deleted:

| | | | |
|---|---|---|---|
| 9 | Hydraulic excavator min capacity 1.5 m3 | 4 | 3 |
|---|---|---|---|

Article 9

In the Section III - Evaluation and Qualification Criteria, para. 1.5 Equipment, the items in the first column shall be renumbered starting from 1 and ending with 16.

Article 10

In the Section III - Evaluation and Qualification Criteria, para. 2. Evaluation of Technical Proposal; Contractor's Representative and Key Personnel; in the table with requirements for the qualified personnel, in line item 1 (Contractor's Representative/Project Manager) and line item 5 (Bridge / Structure Engineer), the words "Master's degree" shall be replaced with the words "Bachelor's degree".

Article 11

In the Section III - Evaluation and Qualification Criteria, the table with Technical Proposal Scoring Methodology, shall be deleted and replaced with the substitute provided in the **Appendix 1** to this Amendment.

Article 12

In the Section III - Evaluation and Qualification Criteria, after the table with Eligibility and Qualification Criteria, the following text shall be deleted:

“

Note 1:

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Monetary amount info in the data and information provided by the Bidder.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

“

Article 13

In the Section IV - Bidding Forms; Table of Forms, after the following sentence:

“The Bidding Forms constituting the Bid shall be grouped in 3 (three) volumes. The order in each volume shall be as set forth in tables of Volumes 1 to 3 below.”

the following wording shall be inserted:

“The forms in Section IV – Bidding Forms in editable format could be downloaded from the following link:

http://files.asd.md/Directia_investitii/Section_IV_Bidding_Forms_Word.zip

In case of discrepancy between the hardcopy in the Bidding Document and the electronic version, the hardcopy prevails.”

Article 14

In the Section IV - Bidding Forms; Format of Volume 1, Bid - Technical Part [Qualification Forms], Section 1, the words „Bid Security - Demand Guarantee” shall be deleted and replaced with the words „Bid Securing Declaration”.

Article 15

In the Section IV - Bidding Forms; Format of Volume 2, Bid - Technical Part [Technical Implementation Requirements Forms], Section 1, the words „SCHEDULE I - Local Participation & Knowledge Transfer” shall be replaced with the words „SCHEDULE I - Local Participation”.

Article 16

In the Section IV - Bidding Forms; Format of Volume 3, Bid - Financial Part, Section 3, the words „Section 3 Cash Flow Projection” and „SCHEDULE CFP Cash Flow Projection” shall be deleted.

Article 17

In Section IV: Bidding Forms, **Schedule D - Mobilization Schedule**, the following text shall be deleted:

“(for purposes of preparing a bid schedule only, the notional anticipated date of the Letter of Acceptance shall be taken the date of **June 29th, 2026**)”,

Article 18

In the Section IV - Bidding Forms, SCHEDULE G - ESHS Management Strategies and Implementation Plans (ESHS-MSIP), at the end, the text and the link shall be added, as follows:

“

Project’s Resettlement Policy Framework, in electronic format, could be accessed at the following link:

<https://www.andsa.md/files/21259>

“

Article 19

In the Section IV - Bidding Forms, SCHEDULE H - Works Risk Analysis and Appropriate Mitigation Measures, the following text shall be deleted:

“42 calendar days starting from Commencement date for design changes.”

and replaced with the following text:

“28 calendar days starting from the variation instruction date.”

Article 20

In the Section IV - Bidding Forms, SCHEDULE I - Local Participation & Knowledge Transfer, shall be deleted in entirety and renamed and replaced as follows:

”
SCHEDULE I - Local Participation

The Bidder shall use this form to describe Local Content and Industry Participation Strategy and Plan.

In the Table 1 below the Bidder shall provide information on Local Subcontracting:

Table 1: Local Subcontracting

| Criteria | Proposed Target (%) by Bidder |
|--|-------------------------------|
| Local Subcontracting (% of the total contract value) | |

Table 2: Local skilled staff employed

| Staff Category | No. of staff proposed to be employed by the Bidder* |
|--------------------------------|---|
| Local skilled staff employed: | |
| a) direct hiring by the Bidder | |
| b) hired by subcontractors | |
| TOTAL: | |

*Only staff to be employed for at least a full construction season will be taken into consideration for the evaluation purpose. The Bidder shall only include number of the staff intended to be hired according to such condition.

Note: Below text is for Bidders’ guidance on how to complete the form and shall not be included in the completed form submitted with the bid.

Local Subcontracting

Bidders are required to provide a written confirmation by completing the Schedule I Form to indicate % of the proposed contract value will represent procurement spend as subcontracting within the Republic of Moldova. This will consist of sub-contracting a minimum of % of the total contract value to local entities.

Area of works for possible subcontracting:

| Item No. | Description of Item |
|----------|---|
| 1 | Civil (including roads), Site Establishment, Buildings and Steel work |
| 2 | Survey and Geo-technical studies |
| 3 | Shipping / Transportation Services |
| | |
| 4 | Security installation and Services |
| 5 | Training and development of companies that the Contractor can use |

Article 21

In the Section IV - Bidding Forms, in all the following forms,
 Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History;
 Form CON – 3: Environmental, Social, Health and Safety Performance Declaration;
 Form EXP - 4.2(a): Specific Construction and Contract Management Experience;
 Form EXP - 4.2(b): Construction Experience in Key Activities;
 Form EXP - 4.2(c): Specific Experience in Managing ES aspects,

the text “US\$” shall be replaced with the word “EURO”.

Article 22

In the Section IV - Bidding Forms; Appendix to Financial Part in the section titled “Schedule of Cost Indexation”, the words “Not applicable” is **deleted** are replaced with the following text:

“

Schedule of Cost Indexation

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o + \dots$$

where:

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

“a” is a fixed coefficient, stated in the relevant Table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant Table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials;

“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The indices for Local Currency stated in Table D shall be used.

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

The following Tables A and B indicate the amounts of local and foreign currency payments for the works and relevant indices to be used for the calculation of Contract Price Adjustment.

The source of indices for the local currency are provided in Table D. The Bidder is to propose weightings within the bands provided when completing Table A.

The Bidder is to propose the source and index for foreign currency (ies) in accordance with Table B. There must be a correlation / relationship between the proposed Index and the proposed source of supply.

If bidder wishes to quote in more than one foreign currency (in accordance with Clause ITB 15.1 of the Section II – Bid Data Sheet (BDS)) then Table B should be repeated for each foreign currency.

Table A . Local Currency (Moldovan Lei)

| Index Code | Index Description | Source of Index | Base Value (Lo, Eo, Mo etc) and Base Date | Bidders related currency amount | Proposed Weighting Band(s) | Contractor's Weighting # (Note1) |
|----------------------------------|-------------------|----------------------------|---|---------------------------------|----------------------------|----------------------------------|
| a. | Non-Adjustable | | | | 0.25 | 0.25 |
| b. Labour | | | | | | |
| b1 | Local labour | National Statistic Moldova | | | (0.1 -0.2) | |
| c. Construction Materials | | | | | | |
| c2 | Aggregates | National Statistic Moldova | | | (0.2 – 0.4) | |
| c3 | Cement | National Statistic Moldova | | | (0.05 – 0.12) | |

| | | | | | | |
|-------------------------|-------------|--|--|--|---------------|------|
| c4 | Steel | National Statistic Moldova | | | (0.05 – 0.12) | |
| c... | | | | | | |
| d. Oil Related Products | | | | | | |
| d1 | Diesel fuel | Moldovan National energy Regulator (lei/ton) | | | (0.1-0.25) | |
| Total | | | | | | 1.00 |

Note 1. # Weighting to be provided by the Contractor within band limits. Total must equal 1.00.

Table B. Foreign Currency (FC)

State Currency Type :

| Index Code | Index Description | Source of Index (Note 2) | Base Value and Date | Bidders related currency amount | Allowable Weighting Band | Contractor's Weighting # (Note1) | |
|---------------------------|-------------------|--------------------------|---------------------|---------------------------------|---|----------------------------------|--|
| a. | Non-Adjustable | | | | 0.25 | 0.25 | |
| b. Labour | | | | | | | |
| b1 | Foreign Labour | | | | Total weighting of index values to equal 1.00 when added to Non-Adjustable value. | | |
| c. Construction Materials | | | | | | | |
| c1 | Bitumen | | | | | | |
| c2 | Aggregates | | | | | | |
| c... | ... | | | | | | |
| Total | | | | | | 1.00 | |

Note 2. # Index Source must be related to Supply Source.

Table D - Index Sources for Local Materials

| Index Name | Currency | Index Name | Web Link |
|--------------------------------------|-----------|---|---|
| Index b Labour | | | |
| b1 Local Labour | MDL (Lei) | National Statistic of Moldova: Monthly average earnings by Economic activities 42 Civil Engineering. | http://statbank.statistica.md/PxWeb/pxweb/en/30%20Statistica%20sociala/30%20Statistica%20sociala_03%20FM_SAL010_serii%20lunare/SAL014900.px/?rxid=b2ff27d7-0b96-43c9-934b-42e1a2a9a774 |
| Index c Construction Material | | | |
| c2 Aggregates | MDL (Lei) | National Statistic of Moldova: Producer price index, 2011=100 by Economic activities, Market, Years and Months - B08 Other mining and quarrying | http://statbank.statistica.md/PxWeb/pxweb/en/40%20Statistica%20economica/40%20Statistica%20economica_05%20PRE_PRE020_serii%20lunare/PRE023400.px/?rxid=8e69070f-3ac5-4b22-ab66-eab8ee8cc25a |

| | | | |
|-------------------------|-----------|---|---|
| c3 Cement | MDL (Lei) | National Statistic of Moldova: Producer price index, 2011=100 by Economic activities, Market, Years and Months - C23 Manufacture of other non-metallic mineral products | http://statbank.statistica.md/PxWeb/pxweb/en/40%20Statistica%20economica/40%20Statistica%20economica_05%20PRE_PRE020_serii%20lunare/PRE023400.px/?rxid=8e69070f-3ac5-4b22-ab66-eab8ee8cc25a |
| c4 Steel | MDL (Lei) | National Statistic of Moldova: Producer price index, 2011=100 by Economic activities, Market, Years and Months - C25 Manufacture of fabricate metal products, except machinery and equipment. | http://statbank.statistica.md/PxWeb/pxweb/en/40%20Statistica%20economica/40%20Statistica%20economica_05%20PRE_PRE020_serii%20lunare/PRE023400.px/?rxid=8e69070f-3ac5-4b22-ab66-eab8ee8cc25a |
| d. Oil Related Products | | | |
| d1 Diesel fuel | MDL (Lei) | National Agency for Energy Regulation (ANRE) (Moldova); (lei/ton) | https://www.anre.md/motorina-3-3 |

Price Adjustment shall not become applicable until the 18th month from the date of the Notice to Commence the work that is issued by the Engineer. Where the Notice to Commence is issued within a calendar month, the 18-month period shall commence from the first day of the following month.

Price adjustment shall apply for works executed in a month, measured up to the end of a month, and included in the application submitted by the Contractor as per the Sub-Clause 14.3 of GCC [Application for Interim Payment Certificate] after the end of each month.

Article 23

In the Section IV - Bidding Forms; Appendix to Financial Part; Table C. Summary of Payment Currencies, Table: Alternative A; the text and table shall be deleted entirely and replaced with the following text:

“Table: Alternative A – **Not applicable**”

Article 24

In the Section IV - Bidding Forms; Appendix to Financial Part; Table C. Summary of Payment Currencies, Table: Alternative B, in the table’s last line shall be deleted and replaced with the following:

| | |
|---|-----------------|
| Provisional sums expressed in foreign currency: | |
| Lot 1 | EURO 572 000,00 |

| | |
|-------|-----------------|
| Lot 2 | EURO 372 000,00 |
|-------|-----------------|

Article 25

In the Section IV - Bidding Forms; Bill of Quantities, A. Preamble, shall be deleted entirely until “Daywork Schedule” and replaced with the text, as provided in the **Appendix 2** to this Amendment.

Article 26

In the Section IV - Bidding Forms; Bill of Quantities [*provided separately*], the text and links shall be deleted entirely and replaced with the following text and links to the updated/revised files of BoQs:

“Employer will provide to the registered bidders the scan of the BoQs in hardcopy in a similar way as the bidding documents have been provided.

In addition, the Bill of Quantities in MS Excel format may be downloaded following the link below:

BoQ for Lot 1:

http://files.asd.md/Directia_investitii/BoQ_LOT_1_Updated_.zip

BoQ for Lot 2:

http://files.asd.md/Directia_investitii/BoQ_LOT_2_-_G88_-_G86_Updated_.zip

In case of discrepancy between the hardcopy in the Bidding Document and the electronic version, the hardcopy prevails.”

Article 27

In the Section IV - Bidding Forms; Appendix to Financial Part; SCHEDULE CFP - Cash Flow Projection, the text and the table shall be deleted in entirety.

Article 28

In the Section VII – Works’ Requirements, Specification, the text of the web link shall be deleted and replaced with the following link, containing the updated/revised Technical Specification:

“

http://files.asd.md/Directia_investitii/Technical_Specifications_Final.zip

In case of discrepancy between the hardcopy and the electronic version, the hardcopy prevails.

”

Article 29

In the Section VII – Works’ Requirements, Environmental, Social and Management Plan, the text of the web link shall be deleted and replaced with the following link, containing the updated/revised ESMP:

“

http://files.asd.md/Directia_investitii/C8_ESMP_APROBAT_WB_22.01.2026.zip

In case of discrepancy between the hardcopy and the electronic version, the hardcopy prevails.

“

Article 30

In the Section VII – Works’ Requirements, Drawings, the text of the web link shall be deleted and replaced with the following link, containing the updated/revised Drawings:

“

http://files.asd.md/Directia_investitii/Corridor_8_Drawings.zip

In case of discrepancy between the hardcopy and the electronic version, the hardcopy prevails.

”

Article 31

In Section IX – Particular Conditions of Contract, Part A – Contract Data, Sub-Clause 1.1.84 Time for completion, the following text shall be deleted:

“548 days from the Commencement Date”

and replaced with the following text:

“730 days from the Commencement Date”.

Article 32

In Section IX – Particular Conditions of Contract, Part A – Contract Data, Sub-Clause 13.7, the following text shall be deleted:

“Adjustments for changes in Cost are not applicable.”

and replaced with the following text:

“Adjustments for changes in Cost are applicable.

”

Article 33

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 6.5, Working Hours, after the text “The following is inserted at the end of the Sub-Clause:”, the following text shall be inserted:

“The Contract working hours is based on 8 hours per day for 5 working days per week and excluding national recognized public holidays.

Unless required for reasons of safety to the public, no work shall be executed outside the working hours without the consent of the Engineer, and without 7 calendar days' notice to the Engineer of intention to work extended working hours. Any work executed outside working hours without the supervision of the Engineer is subject of rejection by the Engineer.

The Engineer shall not be bound to agree to work extended hours if the reason for requesting it is due to insufficient resources of the Contractor to comply with the Sub Clause 8.3 Programme.

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

Article 34

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 6.6, Facilities for Staff and Labour, after the second paragraph, the following text shall be added:

“The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted”.

Article 35

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, the following Sub-Clause 8.9 shall be added, as follows:

“

Sub-Clause 8.9

Delete the first paragraph and replace with the following:

“The Engineer shall obtain prior approval of the Employer before issuing instruction to suspend the progress of part or all of the Works, notwithstanding that he shall not require the prior approval of the Employer to immediately suspend any work front for cause of Contractor’s infringement of safety, health and environmental safeguards.

”

“

Article 36

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 10.1, Taking-Over the Works and Sections, the sub-paragraphs (c) and (d) shall be deleted and replaced with the following:

“

(c) Upon receipt of the Engineer’s correspondence informing that the work is ready for Taking-Over the Employer shall establish a Taking-Over Committee within 15 calendar days. The Committee will comprise a group of local specialists and asset owners. The Committee will officially inspect the works and if it is satisfied that the work is completed it will issue a Taking-Over Protocol at the end of inspection. The Head of Taking-Over Committee will submit to the Employer the Taking-Over Protocol with their conclusion in 5 days. The Employer will send the Taking-Over Protocol to the National Inspectorate in Construction for approval. The protocol will contain the following information:

- Value of works, calculated based on the supporting documents;
- Expiration date of the Guarantee period;
- Deadlines for removing shortcomings and defects. To allow that any payment deductions for incomplete work effected by the Engineer with the measurement at Taking-Over, can be included in the Statement at Completion. A copy of the Taking-Over Protocol and attachment(s), once signed off by all participating officials shall be issued to the Employer and the Engineer, who shall then proceed according to (e) below.

(d) If upon inspection the Taking-Over Committee is not satisfied with the work, the Taking - Over Committee can postpone or reject the Taking-Over, at the sole risk of the Contractor and without any liability to the Employer whatsoever. The Committee will issue a list of the non-conforming / incomplete works that require rectification / completing to the Employer. The Employer shall immediately forward the list to the Engineer and Contractor for rectification. The Contractor shall proceed to complete / rectify the non-conformities. Once complete the Contractor shall reapply for the Taking-Over Certificate. The procedures outlined in (a), (b) and (c) will again apply.

“

Article 37

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, the following Sub-Clause 11.9, Performance certificate, shall be added, as follows:

“

Sub-Clause 11.9

Delete all text after the first paragraph and add the following text:

Performance certificate

“The Engineer shall issue the Performance Certificate after the expiry date of the relevant Defects Notification Period, or as soon thereafter as the Contractor has supplied all the Contractor’s Documents and completed and tested all the Works, including

remedying any defects and complied with all the Environmental safeguards, as detailed elsewhere in this PCC.

The Performance Certificate shall not be issued by the Engineer until a final inspection of the work, and of all areas on or off the site occupied by the Contractor and his subcontractors and any areas at any time related to the scope of the Works, wherein all Contractor's obligations are found to have been fulfilled by the Final Taking-Over Committee appointed by the Employer, or the Engineer for obligations that do not compete to the Committee, and that a protocol confirming the work is completed is signed off by such Committee, and separately notified by the Engineer to the Contractor for any other obligations.

Upon confirmation of all obligations being fulfilled as above, the Performance Certificate shall be issued to the Contactor with copy to the Employer.

Only the Performance Certificate shall be deemed to constitute full and final acceptance of the works.”

Article 38

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 13.4 Provisional Sums, at the beginning, the following text shall be added:

“

The following paragraph is added after paragraph (b):

“(c) Work to be executed under Dayworks as instructed by the Engineer, without having to show proof of Employer's prior authorization, and without exceeding the Provisional Sum (PS) amount. If the PS amount is exceeded for any reason, the Employer has no liability to pay the Contractor, Therefore the Contactor has obligation to monitor and keep a running record of the remaining available funding and advise the Engineer of the dayworks that can be executed with available PS funds and obtain Engineer's written consent to execute the work.””

Article 39

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 13.7 Adjustment for Changes in Cost, shall be modified as follows:

- A) the words “included in the Tender and Contract's Schedules” shall be deleted and replaced with the words “included in the Bid and Schedules”;
- B) Ibid., the words “or if tenderer did not complete the table of adjustment data in Contract Data Part A,” shall be deleted;
- C) Ibid., at the end of the text, the following provisions shall be added:

“

Where the Contract allows for the application of Adjustment for Changes in Cost, such application shall commence in the 18th Calendar month of the project, calculated from the first day of the month following the month in which the Commencement Date is established in accordance with Sub Clause 8.1 of GCC.

The calculation of actual earned value shall be based upon the Engineer's Interim Payment Certificate (IPC) in which work completed is measured by the end of every month as per sub clause 14.3 of GCC, such actual earned value calculation being made in the same manner as the cashflow earned value is calculated, as consented by the Engineer in the Sub Clause 8.3 Programme.

"

Article 40

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 14.2.1, Advance Payment Guarantee, The Second Instalment, in sub-para.(f), after the words “The Engineer”, the word “Certifies” shall be replaced with the word “confirms”.

Ibid., after the words “a) Mobilization and installation”, the word “is” shall be replaced with the word “are”.

Article 41

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, the following Sub-Clause 14.8, Delayed Payment, shall be added, as follows:

“

Sub-Clause 14.8 Delayed Payment

Delete all wording in the GCC sub-Clause 14.8 and replace with the following text:

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment] or payment as a result of an award made under Clause 20 [Claims, Disputes and Arbitration] the Contractor shall be entitled to receive financing charges on the amount unpaid during the period of delay. This period shall be deemed to commence on the date of payment specified in Sub-Clause 14.7 [Payment] or after the date of an award made under Clause 20. [Claims, Disputes and Arbitration].

The Financing charges shall be calculated at an annual rate of 3% on the amount so unpaid.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

“

Article 42

In Section IX – Particular Conditions of Contract, Part B – Special Provisions, Sub-Clause 14.16 - Penalties, after sub-paragraph b) a new sub-paragraph c) shall be added, as follows:

“

c) Failure to submit in 28 days from the Commencement Date of the Site-Specific Environmental and Social Management Plan (C-ESMP) will result to a penalty of 1000 EURO/ day calculated from the Engineer’s Notice, but should not exceed 2% of the Contract price.

“

The former sub-paragraphs c) through to g) become sub-paragraphs d) through to h), accordingly.

Appendix 1

Technical Proposal Scoring Methodology

| Technical Factor | Weights [%] | | | | | | | | | | | | | | | | |
|---|---|------------------------|-------|---|---|---|---|---|---|---|---|---|---|---------------------|---|--|----|
| | Factor W_j | Sub-factor w_{ji} | | | | | | | | | | | | | | | |
| 1. Works Risk Analysis and Appropriate Mitigation Measures. | 50 | | | | | | | | | | | | | | | | |
| <p>a) <u>Design changes to improve the works outcome</u>: Describe the Contractor’s timely processing of design changes, from initial review to the formal amendment of the contract.</p> <p>The Bidders will describe the design change proposal in their bid and commit a deadline for submission of such changes for Employer’s/Engineer’s review.</p> <p>A maximum acceptable timeframe for submission of fully developed “design change proposal” (consisting of construction drawings, priced bill of quantity, variation proposal indicating total cost and time effect) following analysis by the Contractor of the Employer's design is defined as 28 calendar days starting from the variation instruction date.</p> <p>The technical scoring will be assessed based on committed timeframe for design change submissions as follows:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>in less than or equal to 14 calendar days</td> <td>4</td> </tr> <tr> <td>2</td> <td>in more than 14 days and in less or equal to 21 calendar days</td> <td>3</td> </tr> <tr> <td>3</td> <td>in more than 21 days and in less or equal to 27 calendar days</td> <td>1</td> </tr> <tr> <td>4</td> <td>in 28 calendar days</td> <td>0</td> </tr> </tbody> </table> | No. | Description | Score | 1 | in less than or equal to 14 calendar days | 4 | 2 | in more than 14 days and in less or equal to 21 calendar days | 3 | 3 | in more than 21 days and in less or equal to 27 calendar days | 1 | 4 | in 28 calendar days | 0 | | 60 |
| No. | Description | Score | | | | | | | | | | | | | | | |
| 1 | in less than or equal to 14 calendar days | 4 | | | | | | | | | | | | | | | |
| 2 | in more than 14 days and in less or equal to 21 calendar days | 3 | | | | | | | | | | | | | | | |
| 3 | in more than 21 days and in less or equal to 27 calendar days | 1 | | | | | | | | | | | | | | | |
| 4 | in 28 calendar days | 0 | | | | | | | | | | | | | | | |

| Technical Factor | Weights [%] | | | | | | | | | | | |
|---|-----------------|------------------------|-----------|---|------|---|------|---|----------------|---|--|----|
| | Factor W_j | Sub-factor w_{ji} | | | | | | | | | | |
| <p><i>During the contract performance, failure to comply with the committed timeframe for “design changes proposals” will result to a penalty 2000 Euro per day calculated from the end date of the committed timeframe but should not exceed 1,5% of the Contract price as indicated in the PCC 14.16 (f).</i></p> | | | | | | | | | | | | |
| <p>b) <u>Management of Material Shortages or Delays:</u> Describe any measures implemented to manage potential interruptions or delays in material supply. Explain how these measures will help prevent construction delays and ensure the timely availability of necessary materials throughout the project. Provision of preliminary supply contracts / offers for storage and delivery schedules for aggregates supply draft contracts and delivery schedules and for bitumen storage capacity and draft supply contract will be considered in evaluation of this criterion.</p> <p>Bidders shall describe how they evaluate, select, and manage Suppliers of key materials (bitumen, fuel, soil, aggregates etc.).</p> <p>Bidder shall describe the visibility it has through its supply chain, specifically, until what tier the Bidder is able to monitor its supply chain, and what information the Bidder is able to obtain.</p> <p>Evaluation will be based on presented methodology for ensuring the uninterrupted material supply and on preliminary purchase contracts and delivery schedules of the main construction materials provided.</p> <p>The technical scoring will be assessed in sub-criteria as follows:</p> <table border="1" data-bbox="376 1152 855 1345"> <thead> <tr> <th>Description:</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Excellent</td> <td>4</td> </tr> <tr> <td>Good</td> <td>3</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> </tbody> </table> | Description: | Score | Excellent | 4 | Good | 3 | Poor | 1 | Unsatisfactory | 0 | | 40 |
| Description: | Score | | | | | | | | | | | |
| Excellent | 4 | | | | | | | | | | | |
| Good | 3 | | | | | | | | | | | |
| Poor | 1 | | | | | | | | | | | |
| Unsatisfactory | 0 | | | | | | | | | | | |

| Technical Factor | Weights [%] | |
|--|-----------------|------------------------|
| | Factor W_j | Sub-factor w_{ji} |
| <p>The bids will be rated depending upon the quality and completeness of description in the bid of the respective aspects.</p> <p>EXCELLENT (4): Overall, the proposal for the measures implemented to manage potential interruptions or delays in material supply is <i>exceptional</i> in <i>many</i> respects. It fully meets and, in places, exceeds RFB requirements and Employer expectations. The Bidder has convincingly demonstrated that the requirements have been thoroughly analyzed and evaluated and are well understood. The proposal demonstrates that performance by the Bidder in accordance with its proposal to manage potential interruptions or delays in material supply is <i>very</i> feasible, very probable, and should result in excellent, very effective and very efficient performance of the contract. An assigned rating of "excellent" indicates that, in terms of the management of potential interruptions or delays in material supply, the proposal demonstrates an “excellent” understanding of the criterion and an excellent capability and probability of successful performance. The proposal contains no Omission in respect to the management of potential interruptions or delays in material supply that increase the risk of unsuccessful contract performance or are likely to cause disruption of schedule, increase in cost, or degradation of performance. The proposal has <i>significant strengths</i> that contribute to a <i>significantly</i> high probability of success. The risk to the Employer of anything less than fully successful performance is <i>very low</i>.</p> <p>GOOD (3). Overall, the proposal for the measures implemented to manage potential interruptions or delays in material supply is <i>good</i> in all <i>material</i> respects. It meets the requirements of the RFB and the expectations of the Employer. The Bidder has demonstrated that the requirements have been analyzed and evaluated and are understood. The proposal demonstrates that performance by the Bidder in accordance with its proposal to manage potential interruptions or delays in material supply is feasible, probable, and <i>could result in good performance</i> of the contract. An assigned rating of good indicates that, in terms of the management of potential interruptions or delays in material supply, the proposal demonstrates a “good” understanding of the criterion and good capability and probability of basic performance. The proposal contains no Omission in respect to the management of potential interruptions or delays in material supply which would significantly increase the risk of unsuccessful contract performance or are likely to cause serious disruption of schedule, increase in cost, or degradation of performance. The proposal may have <i>specific strengths</i> that contribute</p> | | |

| Technical Factor | Weights [%] | |
|--|-----------------|------------------------|
| | Factor W_j | Sub-factor w_{ji} |
| <p>to the probability of success. The risk to the Employer of anything less than successful performance is <i>moderate</i>.</p> <p>POOR (1). Overall, the proposal for the measures implemented to manage potential interruptions or delays in material supply is <i>weak</i> in most respects. It barely meets the requirements of the RFB and disappoints in several ways. The Bidder has demonstrated that the requirements are not well understood. The proposal demonstrates that performance by the Bidder in accordance with its proposal to manage potential interruptions or delays in material supply may be feasible and <i>might result in nearly acceptable performance</i> of the contract. An assigned rating of "POOR" indicates that, in terms of the management of potential interruptions or delays in material supply, the proposal demonstrates a "POOR" understanding of the criterion and marginal capability and probability of basic performance. The proposal contains some Omissions in respect to the management of potential interruptions or delays in material supply which increase the risk of unsuccessful contract performance or may cause some disruption of schedule, increase in cost, or degradation of performance. The proposal includes <i>specific strengths</i> that contribute to the probability of success. The Bidder may complete the works in accordance with the requirement of the contract and the reasonable expectations of the Employer; however, there is considerable risk of less than successful performance.</p> <p>UNSATISFACTORY (0). Overall, the proposal for the measures implemented to manage potential interruptions or delays in material supply is <i>below any acceptable level</i> in most respects. The proposal fails to meet the minimum requirements and is so incomplete, vague, incompatible, incomprehensible, or incorrect as to be unacceptable. The Bidder has not demonstrated even a marginal understanding of the requirements. The proposal demonstrates that performance by the Bidder in accordance with its proposal to manage potential interruptions or delays in material supply is <i>neither feasible nor probable and is unlikely to result in successful performance</i> of the contract. An assigned rating of "UNSATISFACTORY" indicates that, in terms of the management of potential interruptions or delays in material supply, the proposal demonstrates a lack of understanding of the criterion and lack of capability and probability of basic performance. The proposal may contain some Omissions in respect to the management of potential</p> | | |

| Technical Factor | Weights [%] | |
|---|-----------------|------------------------|
| | Factor W_j | Sub-factor w_{ji} |
| interruptions or delays in material supply that are likely to increase the risk of unsuccessful contract performance and cause disruption of schedule, increase in cost, or degradation of performance. The proposal may have no <i>strengths</i> that contribute to the probability of success. The risk to the Employer of less than successful performance is unacceptably high. | | |
| Weight of Sub-factors <i>a</i>) and <i>b</i>) to Factor 1 | | 100 |
| 2. Local Participation | 50 | |

| Technical Factor | | Weights [%] | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-----------------|------------------------|-------|--|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|------------|---|--|----|
| | | Factor W_j | Sub-factor w_{ji} | | | | | | | | | | | | | | | | | | | | | |
| a) <u>Local Industry Participation Strategy and Plan</u> . Describe additional measures to increase local industry participation in the contract to the maximum of 30% of the planned works (ITB17.6(a)). Within this 30 % allowance, the bidders are encouraged to include maximum number of local contractors. The evaluation will be based on the ratio of the value (%) of the subcontracted works to the total value (%) of works based on the information provided in SCHEDULE I - Local Participation. Bidders will present Memorandum of Understanding signed with the proposed subcontractors in their bid together with the description of works to be subcontracted. | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>No.</th> <th>Description:</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td></td> <td>Total Value of Works (as a percentage of the total contract value) to be Subcontracted to local contractors: Subcontracting Value % Range</td> <td></td> </tr> <tr> <td>1</td> <td>$23\% \leq \text{Value} \leq 30\%$ (23% inclusive up to 30%, 30% inclusive)</td> <td>4</td> </tr> <tr> <td>2</td> <td>$16\% \leq \text{Value} < 23\%$ (16% inclusive up to, but not including, 23%)</td> <td>3</td> </tr> <tr> <td>3</td> <td>$9\% \leq \text{Value} < 16\%$ (9% inclusive up to, but not including, 16%)</td> <td>2</td> </tr> <tr> <td>4</td> <td>$1\% \leq \text{Value} < 9\%$ (1% inclusive up to, but not including, 9%)</td> <td>1</td> </tr> <tr> <td>5</td> <td>Value < 1%</td> <td>0</td> </tr> </tbody> </table> | | No. | Description: | Score | | Total Value of Works (as a percentage of the total contract value) to be Subcontracted to local contractors: Subcontracting Value % Range | | 1 | $23\% \leq \text{Value} \leq 30\%$ (23% inclusive up to 30%, 30% inclusive) | 4 | 2 | $16\% \leq \text{Value} < 23\%$ (16% inclusive up to, but not including, 23%) | 3 | 3 | $9\% \leq \text{Value} < 16\%$ (9% inclusive up to, but not including, 16%) | 2 | 4 | $1\% \leq \text{Value} < 9\%$ (1% inclusive up to, but not including, 9%) | 1 | 5 | Value < 1% | 0 | | 80 |
| No. | Description: | Score | | | | | | | | | | | | | | | | | | | | | | |
| | Total Value of Works (as a percentage of the total contract value) to be Subcontracted to local contractors: Subcontracting Value % Range | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | $23\% \leq \text{Value} \leq 30\%$ (23% inclusive up to 30%, 30% inclusive) | 4 | | | | | | | | | | | | | | | | | | | | | | |
| 2 | $16\% \leq \text{Value} < 23\%$ (16% inclusive up to, but not including, 23%) | 3 | | | | | | | | | | | | | | | | | | | | | | |
| 3 | $9\% \leq \text{Value} < 16\%$ (9% inclusive up to, but not including, 16%) | 2 | | | | | | | | | | | | | | | | | | | | | | |
| 4 | $1\% \leq \text{Value} < 9\%$ (1% inclusive up to, but not including, 9%) | 1 | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Value < 1% | 0 | | | | | | | | | | | | | | | | | | | | | | |
| This bidder's statement shall not include any financial information (e.g., value of works in EURO terms). | | | | | | | | | | | | | | | | | | | | | | | | |

| Technical Factor | Weights [%] | | | | | | | | | | | | | |
|---|---|------------------------|-------------------|---|-----------------|---|----------------|---|-------------|---|-----------|---|--|----|
| | Factor W_j | Sub-factor w_{ji} | | | | | | | | | | | | |
| b) Number of local skilled staff employed <table border="1"> <thead> <tr> <th>Number of Skilled Local Staff Employed:</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>8 or more persons</td> <td>4</td> </tr> <tr> <td>6 and 7 persons</td> <td>3</td> </tr> <tr> <td>4 to 5 persons</td> <td>2</td> </tr> <tr> <td>1-3 persons</td> <td>1</td> </tr> <tr> <td>No person</td> <td>0</td> </tr> </tbody> </table> <p>Only staff to be employed for at least a full construction season will be taken into consideration for the evaluation purpose.</p> <p>Both staff to be employed by Bidder via direct hiring as well as by subcontracting will be considered for evaluation under this sub-criterion.</p> | Number of Skilled Local Staff Employed: | Score | 8 or more persons | 4 | 6 and 7 persons | 3 | 4 to 5 persons | 2 | 1-3 persons | 1 | No person | 0 | | 20 |
| Number of Skilled Local Staff Employed: | Score | | | | | | | | | | | | | |
| 8 or more persons | 4 | | | | | | | | | | | | | |
| 6 and 7 persons | 3 | | | | | | | | | | | | | |
| 4 to 5 persons | 2 | | | | | | | | | | | | | |
| 1-3 persons | 1 | | | | | | | | | | | | | |
| No person | 0 | | | | | | | | | | | | | |
| Total Weight of Sub-factors <i>a</i>) and <i>b</i>) to Factor 2 | | 100 | | | | | | | | | | | | |
| Total Weight of Factors 1 to 2 | 100 | | | | | | | | | | | | | |

Appendix 2

Bill of Quantities,

A. Preamble

1. GENERAL

- 1.1 The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
- 1.2 The Bill of Quantities shall be read in conjunction with all other parts of the Bidding Documents (Part 1 – Bidding Procedures; Part 2 – Works' Requirements and Part 3 – Conditions of Contract and Contract Forms).
- 2 The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor, and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
- 3 The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
- 3.1 The rates and prices bid for the execution of the works items and listed in the Bills of Quantities are all inclusive and the Contractor shall be deemed to have ensured the sufficiency of his rates and prices to take account of all things necessary for the proper and full execution and completion of the works items, obligations, and execution and completion of the Works and the remedying of any defects.
- 4 A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- 4.1 The costs for complying with the laws of Moldova are included in the Bill rates of the Contract, and the PCC contain an indicative, non-exhaustive list of applicable Moldova legislation.
- 4.2 General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. Where summary descriptions of the work covered by the Bill of Quantity items are included in the item descriptions, these are only indicative of the total work and inputs, and the rates stated against each item shall include for all work, materials not specifically stated but required for completeness and compliance with the Contract requirements, and whether stated or not, for the full functionality of the item and the contract as a whole.
- 4.3 Bidders should refer to all the relevant sections of the contract documentation, and shall satisfy themselves of the site and contract conditions, and these Preamble, before entering rates or prices against each item in the Bill of Quantities.
- 4.4 The rates and prices in the Bills of Quantities shall be quoted in up to three currencies and stated to two decimals, and the bids that are determined by the Employer to be substantially responsive, will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer in accordance with the provisions of the Bidding Documents, Section I – Instructions to Bidders, ITB 35. Correction of Arithmetic Errors.
- 4.5 The whole cost of complying with the provisions of Contract shall be included in the Items provided in the priced Bills of Quantities, except for Provisional Sums if stated in the Bills of Quantity, and where no items are provided for work that is required to be executed, the cost

shall be deemed to be included and distributed among the rates and prices entered for the related Items of Work.

- 4.6 Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
- 4.7 Where Provisional Items are stated in the Bill of Quantity, the Employer is not liable for any costs incurred by the Bidder, in the case that work described under Provisional Items are not required to be executed by the Engineer.
- 4.8 Without affecting the generality of the foregoing provisions, the rates and prices in the Bills of Quantities are deemed to include work in the descriptions that follow hereunder, that include all work whatsoever as required to complete the whole of the Works, in accordance with the Contract, whether any such work is included in the following descriptions or not:
- the provision, storage, transport, use and maintenance of all materials, equipment, machinery and tools;
 - the provision, maintenance and welfare of all staff and labour and their accommodation, transport etc, and the supply of all immigration permits and other requirements;
 - condition surveys, measurements, inspections, supervision and any topographical survey and drawing necessary for the execution or measurement of the work;
 - the preparation of Construction Drawings as required by the Specifications Sub-sections, including as described at Articles 006.02, 101.03 and 101.04;
 - the provision, transport, use and maintenance of all consumable stores, fuel, water, drainage, electricity and telephones;
 - the provision of transport, maintenance of vehicles, all consumables including fuel and oil for vehicles, replacement vehicles during maintenance and breakdown of the permanent vehicles, licensing, casco insurance, drivers, and any other associated costs, for the duration of the Construction, and Defects Notification Period, to the extent required by the Engineer for performing his duties;
 - the provision of office accommodation for the Engineer as specified in the Specifications, with provision of furniture as specified, servicing, electricity, water, internet, heating, air conditioners, etc. as required;
 - accommodation for Engineer staff as per specification, including provision of servicing, electricity, gas, internet, heating, air conditioners, etc.
 - initial condition surveys of roads, as described in the specifications, before being used by the Contractor for transport and access to the site, the installation of additional safety provisions on such roads, as necessary, and the rectification of any damage to such roads, whether used by others or not, to the instruction of the Engineer and full satisfaction of the local authority;
 - any costs borne by Contractor in compliance with health and safety and environmental safeguards, for the care of the existing Employer's and third-party properties, and maintaining the safety and the access rights of third-party persons or any other person, apart the Contractor's personnel, that requires to cross the site of the Works for access to properties and businesses, for private of business purposes etc.;
 - all sampling, testing and trial tests, including trial lengths of pavements, checking information issued by the Engineer, etc;
 - commissioning and testing of Plant, pipelines, structures and other major components constructed under the Contract, etc;
 - damage caused to the works under construction, contractor's equipment and materials, consumable stores, and any other damage caused by any weather conditions, if not covered by the Contract's all risks insurance and third-party insurances;

- all insurance excess costs related to Contractor's risk events shall be to the costs of the Contactor;
 - the provision, erection and removal of all Contractor's offices, equipment yards, stores, wastes, and temporary works, including fencing and all site restrictions, borrow areas and quarries, and reinstatement to the original state of the site in compliance with environmental requirements, or rehabilitation of borrow and quarry areas in compliance with environmental safeguards and of legal requirements, leaving the whole site of operation, including off site areas used by the Contactor, in clean state, free of rubble, building materials, waste, sewerage, with original vegetation re-established, etc.;
 - repair of the Works, found to be caused by defective workmanship by the Contractor and materials used for the permanent works, at the costs of the Contactor, during the Defects Notification Period;
 - Costs of software for the use of the Engineer, including Primavera, Microsoft, Adobe, Autocad, etc., inclusive of hardware as may be required, as shall be needed by the Engineer for reviewing designs and information produced and issued by Contractor.
- 4.9 Any additional costs of the Engineer's supervision of the Works by Contactor, when working outside normal working hours as stated in the Contract, and/or during weekends and national holidays, if permitted by the Engineer, for whatever purpose stated by the Contractor, shall be calculated by the Employer, based on recorded inputs deemed by the Engineer to be required for supervising the extended working time of the Contractor, at the sole discretion of the Engineer, and deducted separately from amounts due to the Contractor through the IPCs, in the month following the month of inputs by the Engineer.
- 4.10 Certain items in the Bills of Quantities are labelled 'Lump Sum and shall not be considered for re-rating under the Contract for any reason whatsoever.

2. QUANTITIES AND MEASUREMENT OF WORKS ITEMS

- 1.1 The method of measurement of completed work for payment shall be in accordance with *Standard Method of Measurement* of the U.K. Institution of Civil Engineers.
- 1.2 The quantities given in the Bills of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual net quantities, excluding waste, over-breaks, over excavation and such like, free of defects, according to specifications, measured according to the Contract.
- 1.3 The quantities stated against each Bill Item of the Bill of Quantities may increase or decrease depending on the final measurement of the as built records in accordance with the re-measurement contract, and the Contractor shall report in the monthly Progress Report under Sub-Clause 4.20 [*Progress Report*] of GCC, his recurrent estimate of final quantities to be measured at completion, and shall separately estimate any quantities of work that are anticipated in current Variations concluded and being processed, and any other quantity of work which Contractor considers shall become due to be paid by the Employer.
- 1.4 The Employer, shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, in addition to the work stated in the Bills of Quantity describing the Accepted Contract Amount (ACA), except to the extent that the Contractor shall have included warning by way of estimates of final quantities to be executed to complete the Works, and stated in the monthly Progress Reports under Sub Clause 4.20 [*Progress Reports*] of GCC. The Contractor shall provide full justification for any additional quantities of work that he estimates to be required to execute and complete the Works and shall obtain the approval of the Employer before execution of such additional work. The Employer shall not be liable for any Contractor's costs or requests for extension of time to complete the works, in case that the Contractor delays to notify by more than 28 days from

the time that the Contractor could be deemed that he should be aware of the requirement to execute the additional quantities of work, and that the Contractor has not provided particularization within the 42 days of having become aware. The Engineer shall assess and determine the requirement for the additional quantities of work and costs in accordance with Sub Clause 12.3 [*Valuation of the Works*] and 3.7 [*Agreement or Determination*] of the GCC.

- 1.5 The procedure for determining any works quantities, additional to those stated in the Bill of Quantities, for execution and completion of the Contract, shall be as follows, inter alia:
- A comprehensive initial condition survey of all of the existing elements of the road shall be jointly carried out by the Engineer, the Designer's Representative and the Contractor.
 - The Contractor shall carry out an initial topographical survey of the highway, verified by the Engineer, carry out a comprehensive photographic survey and prepare strip plans to clearly differentiate between defects identified to be rectified and described in the Employer's drawings, and any requirement for additional works.
 - Where errors or omissions are identified in any approved Employer's Construction Drawings issued to the Contractor, the Contractor shall be responsible for the preparation of the necessary corrections or any additional drawings and their submission along with a corresponding detailed cost analysis based upon existing BoQ Items and Rates. Such drawings may require Verification dependent on the nature of such correction or addition.
- 1.6 Where Draft Construction Drawings have been produced by the Contractor, the Engineer shall review and agree them, if the case, or request modifications in line with the intentions of the Design, and verify the Contractor's Cost analysis of the finally agreed drawings.
- 1.7 The Contractor shall be responsible for the elaboration, presentation of information in full, inclusive of Design and priced Bills of Quantity, in electronic and printed form, including the native files (Autocad, Excel, etc.) used by the Contractor for data elaboration, including Primavera native files where Programme data is included, submitted simultaneously to Engineer, Employer and Employer's Designer. Two hard paper prints shall accompany all electronic information, with a comprehensive full bilingual report describing the basis and reasons for any changes from the approved Employer's Drawings. The information provided by the Contractor shall be fully detailed and self-supportive, and shall not require further elaboration by Engineer, Employer or Employer's Designer for purpose of reviewing, approving or rejecting the proposed additional work. The Employer shall not be liable to the Contractor for any costs and delays to the Works, in case that the Contractor delays to provide full information to Engineer, Employer and Employer's Designer, including any required translations. Submissions by the Contractor can and should be submitted in parts as they become available. Provisional approval or otherwise, shall be issued by the Engineer, within 14 calendar days of submission of any partial documentation submitted by the Contractor. If the Engineer issues partial approval with comments, the Contractor shall resubmit after taking the Engineer's comments into consideration. Confirmation shall be issued by the Engineer at one time, for all additional remedial work, additional to that identified in the Employer's approved Drawings, when all the additional remedial work for the whole Contract is identified by the Contractor. The Contractor shall commence to work on any identified sections requiring additional remedial measures, not already identified in the approved Employer's Drawings, when the final approval is issued by the Engineer for all remedial measures for the whole of the Works. The Employer shall not be liable to the Contractor for any additional costs or extension of time for Completion, for the time required to complete all investigations and receive the final Engineer's approval, after fulfilment of legal requirements by the Contractor, including approval of any additional quantities by the Employer for the identified additional remedial works. The Contractor shall allow in his Sub Clause 8.3 Programme of works for the time required for State Verification for approving changes to the Employer's Drawings, and additional quantities.

- 1.8 Lump sum items shall include but not be limited to the full inclusive cost of all the temporary and permanent work and all attendant activities necessary to complete the item of work as per Contract to the satisfaction of the Engineer.
- 1.9 Except where expressly stated otherwise in the Contract, only the permanent works shall be measured.
- 1.10 The Engineer shall measure and certify for payment the executed works quantities from the as built of the approved Construction Drawings, with materials verified to comply with related material certifications of conformity in accordance with the Contract and legal requirements.
- 1.11 Where excavation works are to be measured, the depth of excavation shall be measured from the commencing surface level to the required level of excavated surface shown on the drawings and no allowance shall be made for over-excavation or working space.
- 1.12 For measurement purposes, rock is defined as cement concrete or natural material encountered in the course of excavation works which, in response to notification of any such encounter by the Contractor, the Engineer accepts to be too hard to be excavated with a narrow (width min 50 cm), bucket with ripper teeth, of a 115KW (150HP) tracked excavator. Road pavement layers are excluded from the definition of rock.
- 1.13 The Engineer's authority to instruct variation works without the approval of the Employer, shall be limited to the percentage of the Accepted Bid Amount as stated in the Bid Data. Except as otherwise provided for in the Contract, costs of any executed quantities of unauthorized varied works shall be borne by the Contractor and shall not be certified by the Engineer for payment.

B. Work Items

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 000: GENERAL REQUIREMENTS
Bill No. 100: PREPARATORY WORKS
Bill No. 200: EARTHWORKS
Bill No. 300: PAVEMENT
Bill No. 400: BRIDGES AND OVERPASSES
Bill No. 500: DRAINAGE STRUCTURES
Bill No. 600: INCIDENTAL CONSTRUCTION
Bill No. 700: ROAD MARKING AND SIGNING
Bill No. 800: ENGINEERING SERVICES
Bill No. 1000: DAYWORKS
Bill: Provisional Sum

2. In accordance with BDS-ITB 15.1 Bidders shall price the Bill of Quantities in the applicable currency or currencies.