

INTERNATIONAL INVITATION FOR TENDERS

Republic of Türkiye

Earthquake Reconstruction Framework Loan

April 2025

Construction of Bozova Sewerage Network (URF-BZV-W01)

İLBANK

The Ministry of Treasury and Finance (MoTF) (Hereinafter called “Borrower”) has received financing from the European Investment Bank – EIB (hereinafter referred as “the Bank”) – toward the cost of the Earthquake Reconstruction Framework Loan, The Promoter is İLLER BANKASI A.Ş. (Hereinafter called “İLBANK”). This international Invitation for tenders relates to the contract for “Construction of Bozova Sewerage Network (URF-BZV-W01)” The Employer for this project will be “Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration”.

The works covered under this contract is the **Construction of Bozova Sewerage Network**, the scope of Works as follows:

This contract will include, sewerage network as following:

- Construction of 60 km sewerage network

The construction period will be 540 days, followed by 12 months for Defect Liability Period.

The selection criteria to be met by the bidders are as follows.

The evaluation criteria to be used is the lowest price of the compliant and technically responsive tenders in the tender evaluation and establishing to the Employer’s satisfaction that;

1. The Bidder must have successfully completed similar contracts as defined below within the **last 10 years** up to the submission deadline of the Tender. Previous experience must be proved by originals or notary-certified copies of provisional acceptance (Taking Over Certificate) or final acceptance (Performance) certificates.
2. Participation as contractor, management contractor, a joint venture member or subcontractor, within the **last ten (10) years** (between 1st January 2015 and bid submission deadline) in
 - **at least one (1) contract**, with a value of at least four million (**4,000,000.00 Euro**), or
 - **two (2) contracts** with a total value of at least six million (**6,000,000.00 Euro**)

that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Work’s Requirements.

3. For the above or other contracts executed during the period stipulated above, a minimum experience in the following key activities:
 - complete 30 km sewerage network and/or transmission line under one single contract, or
 - at least 45 km sewerage and/or transmission line network under two contracts
4. The average of annual turnovers in construction works over the **past five (5) financial years** (2020-2024) shall be a minimum of five million five hundred thousand **(5,500,000.00) Euro** or equivalent.

Annual turnovers shall be verified by the documents certified by Certified (Sworn-in) Public Accountant or Tax Authority.
5. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet;
 - i. the following cash-flow requirement of one million five hundred thousand **(1,500,000.00) Euro**, and
 - ii. the overall cash flow requirements for this contract and its current commitments
6. The audited financial statements (audited balance sheets and income tables or, if not required by the law of the tenderer's country, other financial statements acceptable to the Employer) as well as the report of certified public (sworn) accountant for the **past 5 financial years** shall be submitted and must demonstrate the soundness of the Bidder's financial position, showing long-term profitability.
7. The Bidder shall provide required number of key personnel with appropriate experience and all necessary equipment for the satisfactory completion of the Works.

Firms originating from all countries of the world are eligible to tender for works, goods and services contracts. In the form of Joint Ventures, the Bidder shall submit The Joint Venture Declaration and meet the qualification criteria as well as other documentation and conditions given by Bidding Documents.

Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the address of Employer given below.

Attn. To : Şanlıurfa Water and Wastewater Administration

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA

Tel: +90 (414) 318 58 00

Fax: +90 (414) 318 58 08

E-mail: suski@suski.gov.tr

Web site : www.suski.gov.tr

A complete set of Bidding Documents may be purchased on the submission of an application to the above address, and upon payment of a non-refundable fee of **EUR 100,00** to

Name of Bank: T.C. Ziraat Bankası

Branch Name: Şanlıurfa Ticari Şube

IBAN No: TR08 0001 0022 6668 0384 6950 09

bearing the name of the project. On request, against a faxed copy of the evidence of the remittance, the digital version of the Bidding Documents may be sent by e-mail or courier service if the transport is previously ordered by the Bidder in his country. The Borrower bears no responsibility for the delivery in such a case.

Bids shall be valid for a period of 120 calendar days after Bid opening.

A Bid Security not less than 3% of the amount offered by the Bidder fulfilling the conditions indicated in the Bidding Documents must accompany all bids.

All bids must be delivered in closed envelopes bearing the mention “Construction of Bozova Sewerage Network (URF-BZV-W01)” not later than **13/06/2025 and 10:30 (local time)** at the following address:

Attn. To : Şanlıurfa Water and Wastewater Administration

Tel: +90 (414) 318 58 00

Fax: +90 (414) 318 58 08

Bids will be opened immediately in the presence of Bidders’ representatives who choose to attend. Late bids will be rejected and returned unopened to the bidders. This procurement follows the open procedure as per EIB Guide to procurement, which can be accessed following the link <https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib>



Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 1
BIDDING PROCEDURES
Section I
Instruction to Bidders (ITB)

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA
Telephone : +90 (414) 318 58 00 Fax : +90 (414) 318 58 08
Email: suski@suski.gov.tr

Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

| | |
|------------------|---|
| Section I | Instruction to Bidders (ITB) This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. |
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Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV. Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 WORKS REQUIREMENTS

Section VI. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work's Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII. General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII. Particular Conditions (PC)

The contents of this Section supplement the General Conditions.

Section IX. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS), Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section I. Instructions to Bidders

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A. GENERAL

1.Scope of Bid

- 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VI (Work’s Requirements). The name, identification, and number of contracts of this bidding are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **indicated in the BDS** has applied for or received financing (hereinafter called “funds”) from the **European Investment Bank (EIB)** (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

**3. Fraud and
Corruption**

- 3.1 It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing).

The Bank’s Policy concerning the fraud and corruption for Projects financed under European Investment Bank (EIB) can be accessed and read from below given internet link. All Bidders are assumed to access, read and accepted the content given therein.
<https://www.eib.org/en/publications/anti-fraud-policy>

The Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract. (EIB GtP, §3.6)

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, 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 including related services.
- 4.3 A Bidder shall not have any conflict of interest. Any conflict of interest should be dealt in accordance with EIB GtP¹. All Bidders found to have a conflict of interest shall be disqualified.

Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment related to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members of the promoter (or consultants acting on behalf of the promoter) who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest that might be perceived as compromising their impartiality and independence in the context of the procurement procedure or contract execution.

- 4.4 A Bidder that has been sanctioned in accordance with the above ITB 3.1, or in accordance with EIB Guidelines on Fighting Corruption, Fraud, Money Laundering and the Financing of Terrorism, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.

¹ <https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib>

- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.8 Pursuant to its Sanctions Policy, the Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter. In accordance with EIB Guide to Procurement GtP 1.2

**5. Eligible
Materials,
Equipment,
and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. CONTENTS OF THE BIDDING DOCUMENT

**6. Sections of
Bidding
Document**

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

PART 1 Bidding Procedures

Section I. Instructions to Bidders (ITB)

Section II. Bid Data Sheet (BDS)

Section III. Evaluation Criteria and Qualification Criteria

Section IV. Bidding Forms

Section V. Eligible Countries

PART 2 Work's Requirements

Section VI. Work's Requirements

PART 3 Conditions of Contract and Contract Forms

Section VII. General Conditions (GC)

Section VIII. Particular Conditions (PC)

Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated **in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with **ITB 7.4**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB 8** and **ITB 22.2**.
- 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, 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 Bidders who have acquired the Bidding Documents in accordance with **ITB 6.3**. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to **ITB 8** and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer will, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. PREPARATION OF BIDS

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid and Appendix to Bid
 - (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;;
 - (c) Bid Security or Bid Securing Declaration, in accordance with

ITB 19;

- (d) alternative bids, at Bidder's Option and if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
- (g) Technical Proposal in accordance with ITB 16;
- (h) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and
- (i) any other document **required in the BDS**.

**12. Letter of Bid
and Schedules**

12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13. Alternative
Bids**

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

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Works' Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

- 15. Currencies of Bid and Payment**
- 15.1 The currency (ies) of the bid shall be **as specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualification of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms)
- 18. Period of Validity of Bids**
- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 19. Bid Security**
- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to **ITB 19.1**, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee issued by a bank or surety;
 - (b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB 18.2**.

- 19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 44.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid except as provided in ITB 18.2 or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a performance security in accordance with ITB 44.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 19.9 If a bid security is **not required in the BDS pursuant to ITB 19.1**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB 18.2**, or
- (b) if the successful Bidder fails to sign the Contract in accordance with **ITB 43**; or furnish a performance security in accordance with **ITB 44**;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. SUBMISSION AND OPENING OF BIDS

21. Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
 - (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
 - (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
 - 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.
 - 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
 - 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
 - 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
 - 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 - 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1 The Employer shall open the bids in public at the address, date and time **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. EVALUATION AND COMPARISON OF BIDS

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding **ITB 26.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer must, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with **ITB 31**.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB 11**.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

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

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

30. Nonmaterial Nonconformities

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of
Arithmetical Errors**

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

32. Conversion to Single Currency

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

33. Margin of Preference

33.1 A margin of preference shall not apply, **unless otherwise specified in the BDS.**

34. Evaluation of Bids

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITB 31.1**;
- (c) price adjustment due to discounts offered in accordance with **ITB 14.3**;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 32**;
- (e) adjustment for nonconformities in accordance with **ITB 30.3**;
- (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

34.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, *to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration*

the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.(Article 69, Public Procurement Directive 2014/24/EU)

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive bids in accordance with **ITB 34.2** to determine the lowest evaluated bid.

36. Qualifications of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17.1**.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

38. Standstill Period

38.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 42. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract.

39. Notification of Intention to Award

39.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

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

F. AWARD OF THE CONTRACT

40. Award Criteria

40.1 Subject to **ITB 37.1**, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity and upon expiry of the Standstill Period, specified in **ITB 38.1** or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

Immediately after the signature of the contract, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (1) Project title and number;
- (2) Lot number and name (if any);
- (3) Publication reference;
- (4) Publication date of the Procurement Notice;
- (5) Borrower's and Promoter's name;
- (6) Reference of the Bank's financing;
- (7) Contract value (only when price is the evaluation criterion);
- (8) Date of award of contract;
- (9) Number of tenders received;

(10) Name and address of successful tenderer.

- 41.2 The Contract Award Notice shall also be published on the Official Journal of the European Union (OJEU) and in İLBANK's and Employer's website (the publication dates on Turkish national sites and the OJEU shall be fully coordinated).
Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

42. Debriefing by the Employer

- 42.1 On receipt of the Employer's Notification of Intention to Award referred to in **ITB 39.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 42.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 42.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 42.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

43. Signing of Contract

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

**44. Performance
Security**

- 44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 44.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

45. Adjudicator

- 45.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**46. Procurement
Related
Complaint**

- 46.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 1
BIDDING PROCEDURES
Section II
Bid Data Sheet (BDS)

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA
Telephone : +90 (414) 318 58 00 Fax : +90 (414) 318 58 08
Email: suski@suski.gov.tr

Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)”

Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2
WORKS REQUIREMENTS

Section VI Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works’ Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3
CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section II. Bid Data Sheet

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

A. GENERAL

- ITB 1.1** The reference number of the Request for Bids (RFB) is:
URF-BZV-W01
The Employer is:
Şanlıurfa Metropolitan Municipality - General Directorate of Şanlıurfa Water and Wastewater Administration (ŞUSKİ)
The name of the RFB is:
Construction of Bozova Sewerage Network (URF-BZV-W01)
- ITB 2.1** The Borrower is: **Ministry of Treasury and Finance (MoTF)**
The Promoter is: **İLLER BANKASI A.Ş. (İLBANK)**
Name of the Project: **Earthquake Reconstruction Framework Loan**
Name of Sub Project: **Construction of Bozova Sewerage Network**
MoTF has received a loan from European Investment Bank (EIB) for the provision of finance within the scope of Earthquake Reconstruction Framework Loan the Promoter is **İLBANK** **İLBANK** has allocated part of this loan to **Şanlıurfa Metropolitan Municipality - General Directorate of Şanlıurfa Water and Wastewater Administration (ŞUSKİ)** for the “**Construction of Bozova Sewerage Network**”. **Şanlıurfa Metropolitan Municipality - General Directorate of Şanlıurfa Water and Wastewater Administration (ŞUSKİ)** is therefore accepted as Final Beneficiary of the loan for the purpose of these Bidding Documents. Final Beneficiary intends to apply part of the funds for the construction of the **Construction of Bozova Sewerage Network** in accordance with Protocol that is signed between **İLBANK** and **ŞUSKİ**.
- ITB 4.1** Bidders may participate to this Tender in the form of Joint Venture. Maximum number of members in the JV is limited to **3** companies. The companies forming the Joint Venture shall be jointly and severally liable towards the Employer.
- ITB 4.2.** Firms originating from all countries of the world are eligible to tender works, goods and services contracts.
- ITB 4.3.** A Bidder shall not have any conflict of interest. Any conflict of interest should be dealt in accordance with EIB Guide to Procurement Clause 1.5
- ITB 4.4** The bidders shall be excluded by the borrower if: (a) any of the mandatory exclusion grounds for rejection apply as stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU or defined by the EIB Exclusion Policy or (b) it has been determined that it has engaged in Prohibited Practices as defined in the EIB’s Anti-Fraud Policy.

The Bank’s exclusion and anti-fraud policies can be accessed from below

given internet links.

<http://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>

https://www.eib.org/attachments/strategies/eib_exclusion_policy_en.pdf

ITB 4.7

There is no Prequalification in this Tender.

ITB 4.9

The Bank requires that tenderers and (sub-)contractors participating in a tender procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.

ITB 6.1

Please add below clarifications to the end of Clause 6.1:

As being for all rights belong to the Employer, project drawings will be given in a CD, which are enclosed to the bidding documents.

Bidding documents are listed below and prospective Addenda to be issued will forms an integral part of the Bidding Documents.

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Works Requirements

Section VII - General Conditions (GC)

Section VIII - Particular Conditions (PC)

Section IX - Contract Forms

B. CONTENTS OF BIDDING DOCUMENTS

ITB 7.1

The Employer’s address and communication information is given below only for the purpose of requesting clarifications concerning the Bid. The requests for clarifications shall be transmitted to Employer, not later than **21 days** before the date for submittal of Tenders. Clarification requests transmitted after this date will not be taken into account.

Attention : Suat DİŞLİ
Address : Ertugrul Gazi District N.Fazil Kisakurek Street
No:35/C Haliliye / Sanliurfa
City : Şanlıurfa
Country : Türkiye
Telephone : +90 (414) 318 58 00
Facsimile number : +90 (414) 318 58 08
Electronic mail address : s.disli@suski.gov.tr
Web page: : <http://www.suski.gov.tr>

ITB 7.4

Pre-Bid Meeting and Site Visit will be carried out at date, time and place as specified below. The prospect Bidders are highly advised and recommended to participate to Pre-Bid Meeting and Site Visit.

Date : **21/05/2025**
Time : 10:30 (local time)
Place : Ertugrul Gazi District N.Fazil Kisakurek Street
No:35/C Haliliye / Sanliurfa

Site Visit will jointly be made with Bidders and Employer Representatives consequent to the Pre-Bid Meeting that will take place at the address specified above. The participants of the Pre-Bid Meeting and the Site Visit will be requested to sign an attendance list. The participants of the Pre-Bid Meeting and the Site Visit shall come with a document demonstrating that they have been duly authorized and assigned to represent the Bidder company or the companies forming a Joint Venture.

ITB 7.5

The bidders may ask any question in writing not later than 21 days before the date for submittal of tenders. Employer will respond all clarification requests 14 days before the date for submittal of tenders.

C. PREPARATION OF BIDS

- ITB 10.1** Language of the Bid is English.
- The Contract to be signed with successful Bidder will be in the Bid Language. Same language will be used for all communication between the Employer and the Contractor.
- Bidders shall not submit Bids in more than one language. The Contract, which will be signed with a successful bidder, shall be in the same language, with the Successful Bidder’s bid.
- During the tender process, all correspondence exchange between the Employer and tenderers shall be “English”.
- Language for translation of supporting documents and printed literature is Turkish and/or English
- ITB 11.1 (b)** The Priced Bill of Quantities shall be submitted with the Bid
- ITB 11.1** The Bidder shall submit the following additional documents in its Bid:
- Trade and/or Industry Chamber Registration Document taken in the year of this bid
 - Power of Attorney (PoA) Notarized
 - Signed BoQ
- ITB 11.1 (i)** The Bidder shall submit the following additional documents signed in its Bid:
- Covenant of Integrity (CoI)
 - Environmental and Social Covenant (E&SC)
- The Promoters are responsible for preparing, implementing and operating projects financed by the Bank and for fulfilling the Bank’s environmental and social requirements mentioned in The Bank’s environmental and social policy document(<https://www.eib.org/publications/eib-environmental-and-social-standards>).
- All such documents shall be originals or certified copies.
- ITB 13.1** Alternative Bids shall not be considered.
- ITB 13.2** Alternative times for completion shall not be permitted.
- ITB 13.4** Alternative technical solutions for the following parts of the Requirements: none are permitted.
- ITB 14.4** Discounts shall not be permitted.
- ITB 14.6** The prices quoted by the Bidder **shall be** subject to adjustment during the performance of the Contract.

- ITB 14.8** Please add Sub-Clause 14.8 below:
- All VAT (Value Added Tax) amounts as required by legislations shall be paid by the Employer at the date of any payment to be processed to the Contractor by the Promoter. VAT items shall not be included in the bid prices.
- ITB 15.1** The currency of the bid and the payment currency shall be in single currency quoted in either Euro, USD or TRY. The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities entirely in single currency quoted in either Euro, USD or TRY.
- ITB 18.1** The Bid validity period shall be 120 days after the deadline for Bid submission.
- ITB 18.3** The Bid price shall not be subject to adjustment.

- ITB 19.1** A Bid Security **shall be** required.
A Bid-Securing Declaration **shall not be** required.
A Bid Security in the form of Bank Guarantee Letter at an **amount not less than the three percent (3%)** of the amount in bid currency offered by the Bidder, fulfilling the conditions indicated in the Bidding Documents must accompany all Bids. Bid Securities collected from all Bidders will be delivered to accounting department after the Tender Opening. Securities can be changed with other types of acceptable securities.
- ITB 19.3 (d)** Following values are acceptable securities when no Bid Security is given:
a) Currency in cash and as the same currency of the Bid
Other types of securities indicated in ITB 19.3 (b), (c), (d) will not be accepted.
The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid mentioned under ITB18.1.
Bid security shall be in the form of a Bank Guarantee and must be prepared in accordance with Section IV of Volume 1 Standard Bid Documents.
The text in the standard form of bid securities of the local banks is accepted by the Employer. Bank guarantee letters must be “within the limit”
- ITB 19.8** Bid Security shall include the names of all the partners. Bid Security may also be provided by any of the companies constituting the Joint Venture.
- ITB 20.1** In addition to the original of the Bid, the number of copies is: **3 copies** to facilitate evaluation of bids.
One CD/DVD copy of the Bill of Quantities presented in the price schedule in excel table forms (attached to the signed BoQ) shall also be required. In case of discrepancy between the original and the CD copy version, the original will prevail.
- ITB 20.2** The written confirmation of authorization to sign on behalf of the Bidder shall consist of the following:
(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder and
(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties,
(i) stating that all parties shall be jointly and severally liable, and
(ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

D. SUBMISSION AND OPENING OF BIDS

ITB 21.1 Bidders shall not have the option of submitting their bids electronically.

ITB 22.1 For Bid submission purposes only, the Employer’s address is:
Attention : Suat DİŞLİ
Address : Ertugrul Gazi District N.Fazil Kisakurek Street
No:35/C Haliliye
City : Şanlıurfa
Country : Türkiye
The deadline for Bid submission is:
Bidders shall not have the option of submitting their Bids electronically.
Date : 13/06/2025
Time : 10:30 (local time)

ITB 25.1 The Bid opening shall take place at:
Address : Ertugrul Gazi District N.Fazil Kisakurek Street
No:35/C Haliliye
City : Şanlıurfa
Country : Türkiye
Date : 13/06/2025
Time : 10:45 (local time)

ITB 25.3 The Letter of Bid and Bill of Quantities shall be initialed by representatives of the Employer attending Bid opening.

ITB 25.4 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. EVALUATION AND COMPARISON OF BIDS

- ITB 30.3** The adjustment shall be based on the **highest price** of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
- ITB 31.1 (c)** Please add below paragraph at the end of Sub-Clause 31.1 (c):
However, if the amount in words is found unreasonable and the amount in figures is found same with the sum of the sub-total amounts given in the bill of quantities, the total amount in figures will be considered acceptable.
- ITB 31.1 (d)** Please add below paragraph at Sub-Clause 31.1 (d) below:
(d) In case that any unit amount (quantity) given in the Bill of Quantities enclosed to the bid is different from the amount given in the request for proposal, erroneous unit amount (quantity) will be corrected as per the figure given in the request for proposal and new total price will be considered as a basis for evaluation.
- ITB 32.1** All rates and prices in the Bid shall be converted in Euro.
If the Bid is in a currency other than Euro, for the conversion into Euro, the selling exchange rate published by Central Bank of Republic of Türkiye prevailing 28 (twenty-eight) days before the bid opening date shall be used.
The date for the exchange rate shall be: The applicable date for the exchange rates shall be the date 28 (twenty-eight) days prior to the date of Bid submission except when the date of bid submission falls one day after the end of official holiday(s) including Saturdays and Sundays in which case the applicable date shall be the last working day prior to the date of bid submission.
The Exchange rates can be obtained from below web page:
<http://www.tcmb.gov.tr>
- ITB 33.1** A margin of preference for Domestic Bidders shall not apply.
- ITB 40.2** At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of works by 15 percent without any change in the unit prices or other terms and conditions of the Bid and the bidding document. Please add below paragraph to the end of this Sub-Clause:
- ITB 43.3** Successful Bidder shall submit one original and 3 copies of signed contract to the Employer. All other expenses regarding the signing of the contract is under the responsibility of the Successful Bidder. The Successful Bidder shall not revoke any expenses for preparation of bids, copying, maintaining the bid validity or any other whatsoever reason.
The performance security shall be in the form of Bank Letter of Guarantee as requested by the Employer. The performance security shall be in the amount
- ITB 44.1**

stipulated in the Special Conditions of Contract. Performance Security must be either unconditional (without any limitation in validity) or be valid for at least 84 (eighty-four) days after the date of issue of the Defects Liability Certificate.

In case of Joint Venture, the Performance Security must be in the name of the Joint Venture or in the name of all companies constituting the Joint Venture.

ITB 44.3

Domestic preference security shall not apply.

ITB 45.1

In the event of a dispute, either the Employer or the Contractor may request the appointment of a single adjudicator from the appointing authority specified in the Particular Conditions of Contract (PCC), in accordance with Clause 23.1 of the General Conditions of Contract (GCC).

The adjudicator’s fees shall be based on the TMMOB (Union of Chambers of Turkish Engineers and Architects) rates. Expenses related to travel, accommodation, local transportation, and other necessary costs shall be reimbursed upon submission of supporting documents, provided that prior written approval from both parties has been obtained.

The total adjudication costs, including fees and reimbursable expenses, shall be borne equally (50%-50%) by the Employer and the Contractor.

If the Contractor is a foreign contractor (a Contractor whose country is outside the Republic of Türkiye) or a JV led by a foreign contractor, the fees and reimbursable expenses shall be mutually agreed between the parties based on the industry standards.

Upon mutual agreement of the parties, the same adjudicator may be appointed to resolve any future disputes arising under the contract, provided that the subject matter falls within the adjudicator’s area of expertise.

ITB 46.1

Procurement-related complaint and the remedy mechanism for the Projects financed under European Investment Bank (EIB) can be accessed and read from the EIB GtP (Annex 8) below given internet link.

https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf

Complaints Against Banks Action

Any party having or having had an interest in obtaining a particular contract and who has been or risks being harmed by an alleged infringement from the Guide to Procurement may submit a procurement complaint to the Bank’s Procurement Complaints Committee (PCC). This normally includes any tenderer or potential tenderer.

Complainants may challenge the Bank’s decision with regard to the compliance of the procurement process with the Guide to Procurement. Allegations of Prohibited Conduct in relation with a procurement process will be handled by the competent EIB services, in line with the Bank’s Anti-Fraud policy. EIB Group Anti-Fraud Policy can be accessed and read from the below given internet link.

<https://www.eib.org/en/publications/anti-fraud-policy>

Procurement Related Complaint

If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the

quickest means available, such as by email or fax), to:

For the attention: Suat DİŞLİ

Title/position: Project Engineer

Employer: Şanlıurfa Metropolitan Municipality, General Directorate of
Şanlıurfa Water and Wastewater Administration

Email address: suatdisli2@gmail.com

Fax: +90 (414) 318 58 08

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the RFB; and
2. the Employer's decision to award the contract.

Bidders shall alert İLBANK in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or technical specifications of the bidding documents might limit international competition or introduce an unfair advantage to some bidders.

In resolving a Procurement-Related Complaint, the Employer shall ensure a timely and meaningful review of the complaint, including all relevant documentation and facts and circumstances related to the complaint. The Employer is required to provide sufficient information in its response to the complainant, while maintaining the confidentiality of information provided by the Bidders which they have marked as confidential.

The Employer shall not proceed with the next stage/phase of the procurement process, including with awarding a contract without receiving from the Borrower and/or the Bank confirmation of satisfactory resolution of Complaint(s).

If the Bidder is not satisfied with the Employer's decisions or explanation provided by the Employer, or if the Employer fails to provide such explanation, the Bidder may forward the request in writing directly İLBANK:

In Writing (by the quickest means available, such as by email or fax), to:

For the attention: Mr. Nevzat TOĞRUL

Title/position: Acting Manager

İLBANK: General Directorate of İLBANK, Department of International Relations

Email address: pybafet@ilbank.gov.tr

Fax: + 90 312 508 79 49

İLBANK oversees project procurement compliance on matters related to the Bank's financing provided to Employers, including Procurement-Related Complaint handling.

Whenever a Procurement-Related Complaint is addressed to İLBANK directly, İLBANK will promptly forward it to the Employer for review and action. Except for acknowledging the receipt of the complaint, İLBANK does not enter into discussion or communication with any Bidder.

An independent Committee within İLBANK will be responsible for the examination, review and settlement of Procurement-Related Complaints. İLBANK shall consider in a timely manner any action proposed by the Employer, including, but not limited to, with respect to the conduct and content of a debriefing, the denial of a Procurement-Related Complaint; or the taking of action to correct the impropriety identified in the complaint.

İLBANK, except for acknowledging receipt of a complaint will not discuss or communicate with any Proposer during the evaluation and review process, until the publication of the Award of the Contract.



İLBANK

Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality

General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works

“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01

April 2025

PART 1
BIDDING PROCEDURES
Section III
Evaluation and Qualification Criteria

T.C.

Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA
Telephone : +90 (414) 318 58 00 Fax : +90 (414) 318 58 08
Email: suski@suski.gov.tr

Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 WORKS REQUIREMENTS

Section VI Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work's Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3
CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section III. Evaluation and Qualification Criteria

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

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

- For construction turnover or financial data required for each year - Forex buying indicative Exchange rate prevailing on the 30th of June of the respective calendar year (in which the amount for that year is to be converted) was originally established.
- Value of single contract - Forex buying indicative Exchange rate prevailing on the date of the contract
- Exchange rates shall be taken from the publicly available source, the Central Bank of the Republic of Türkiye. The Central Bank currency rates can be obtained from "www.tcmb.gov.tr".
- Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1 EVALUATION

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply for substantially responsive bids that are determined according to ITB 29. :

1.1 ASSESSMENT OF ADEQUACY OF TECHNICAL PROPOSAL WITH REQUIREMENTS

In accordance with **ITB 16.1**, Bidders shall prepare and submit their Technical Proposal including the documents for Site Organization, Method Statement, Mobilization and Construction Schedules, as well as required information on proposed Personnel and Equipment as requested in Volume 1 Section IV (Bidding Forms). The Technical Proposal shall be adequate to demonstrate that the Bidder possesses the required knowledge, resources, experience and capacity required to timely deliver the Work’s Requirements in required quality.

In accordance with the provisions of **ITB 29.3**, the Employer shall examine the technical aspects of the bids submitted in accordance with **ITB 16**, Technical Proposal, in particular, to confirm that all requirements of Section VI, Work’s Requirements have been met without any material deviation, reservation or omission.

In case such material deviation, reservation or omission is found, the Employer may at its own discretion and all in accordance with **ITB 29.2**;

- a) request the Bidder to submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements in accordance with **ITB 30.2**, or
- b) reject the Bidder’s Bid in accordance with **ITB 29.4**.

1.2 MULTIPLE CONTRACTS

If permitted under ITB 34.4, multiple contracts will be evaluated as follows: **N/A**

1.3 ALTERNATIVE COMPLETION TIMES,

If permitted under ITB 13.2 will be evaluated as follows: **N/A**

1.4 TECHNICAL ALTERNATIVES

If permitted under ITB 13.4, will be evaluated as follows: **N/A**

1.5 MARGIN OF PREFERENCE

If the Margin of Preference applies in accordance with ITB 33.1, the evaluation of the Bids shall be as follows: **N/A**

2 QUALIFICATION

| Factor | 2.1 ELIGIBILITY | | | | | |
|-------------------------------|---|-----------------------|--|-----------------------|----------------------|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Single Entity | Bidder | | | |
| | | | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.1.1 Nationality | Nationality in accordance with ITB 4.2. | Must meet requirement | Existing or intended JVA must meet requirement | Must meet requirement | N / A | Form ELI–1 and 2, with attachments |
| 2.1.2 Conflict Of Interest | No- conflicts of interests as described in ITB 4.3. | Must meet requirement | Existing or intended JVA must meet requirement | Must meet requirement | N / A | Letter of Bid |
| 2.1.3 Prohibited Conduct | Not having been declared ineligible as described in ITB 4.4. | Must meet requirement | Existing JVA must meet requirement | Must meet requirement | N / A | Letter of Bid and Covenant of Integrity |
| 2.1.4 Government Owned Entity | Compliance with conditions of ITB 4.5 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI–1 and 2, with attachments |
| 2.1.5 EU Sanctions | Not having been excluded by an act of compliance with EU Sanctions / UN Security Council resolution, in accordance with ITB 4.8 | Must meet requirement | Existing JVA must meet requirement | Must meet requirement | N / A | Letter of Bid and Covenant of Integrity |

| Factor | 2.2 HISTORICAL CONTRACT NON-PERFORMANCE | | | | | |
|---|--|--|------------------------------|---|----------------------|------------------------|
| Sub-Factor | Requirement | Criteria | | | | Documentation Required |
| | | Single Entity | Bidder | | | |
| | | | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.2.1 History Of Non-Performing Contracts | Non-performance of a contract ² did not occur within the last five (5) years (2020, 2021, 2022, 2023, 2024 years) prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted. | Must meet requirement ³ by itself or as partner to past or existing JVA | N / A | Must meet requirement by itself or as partner to past or existing JVA | N / A | Form CON - 2 |
| 2.2.2 Pending Litigation | All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder’s net worth and shall be treated as resolved against the Bidder. | Must meet requirement by itself or as partner to past or existing JVA | N / A | Must meet requirement by itself or as partner to past or existing JVA | N / A | Form CON – 2 |

² Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

³ This requirement also applies to contracts executed by the Bidder as JV member.

| Factor | 2.3 FINANCIAL SITUATION | | | | | |
|--|--|-----------------------|------------------------------|-----------------------|----------------------|-------------------------------|
| Sub-Factor | Criteria | | | | | Documents Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last five (5) years (2020, 2021, 2022, 2023, 2024 years) to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. As a minimum, the Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | N / A | Must meet requirement | N / A | Form FIN – 1 with attachments |

| Factor | 2.3 FINANCIAL SITUATION | | | | | |
|--|--|-----------------------|------------------------------|--|--|--|
| Sub-Factor | Criteria | | | | | Documents Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.3.2 Average Annual Construction Turnover | Minimum average annual construction turnover of (5,500,000.00) Euro or equivalent calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (2020, 2021, 2022, 2023, 2024 years) | Must meet requirement | Must meet requirement | Must meet Twenty five percent (25%) of the requirement | Must meet fifty percent (50%) of the requirement | Form FIN – 2 |
| 2.3.3 Financial Resources | The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: i. the following cash-flow requirement of five hundred thousand (1,500,000.00) Euro , and ii. the overall cash flow requirements for this contract and its current commitments | Must meet requirement | Must meet requirement | Must meet Twenty five percent (25%) of the requirement | Must meet fifty percent (50%) of the requirement | Form FIN – 3 |

| Factor | 2.4 EXPERIENCE | | | | | |
|---------------------------|---|-----------------------|------------------------------------|-----------------------|----------------------|------------------------|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.4.1 General Experience | Experience under construction contracts in the role of contractor, JV member, subcontractor, or management contractor for at least the last ten [10] years prior to the bid submission deadline (between 1st January 2015 and bid submission deadline) | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-1 |
| 2.4.2 Specific Experience | (a) Participation as contractor, joint venture member ⁴ , management contractor or sub-contractor within the last ten (10) years (between 1st January 2015 and bid submission deadline) in at least one (1) contract with a value of at least; four million (4,000,000.00) Euro , or two (2) contracts with a total value of six million (6,000,000.00) Euro , that have been successfully and substantially ⁵ completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other | Must meet requirement | Must meet requirement ⁶ | N / A | N / A | Form EXP 2(a) |

⁴ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

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

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

| Factor | 2.3 FINANCIAL SITUATION | | | | | |
|------------|--|-----------------------|------------------------------|--------------|----------------------|--------------------|
| Sub-Factor | Requirement | Criteria | | | | Documents Required |
| | | Single Entity | Bidder | | | |
| | | | Joint Venture or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| | <p>characteristics as described in Section VI, Work’s Requirements.</p> <p>(b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>Complete construction, installation, delivery of a minimum 30 km of sewerage network and/or transmission line under one single contract.</p> <p>or,</p> <p>Complete construction, installation, delivery of a minimum 45 km of sewerage network and/or transmission line under two contracts</p> | Must meet requirement | Must meet requirement | N / A | N / A | Form EXP 2(b) |

2.5 PERSONNEL

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

| No | Position | Profession | Minimum Work Experience | | |
|----|-------------------|------------------------------|-------------------------|----------|----------|
| | | | Number | General | Similar |
| 1 | Project Manager | Civil Engineer | 1 | 15 years | 10 years |
| 2 | Site Manager | Civil/Environmental Engineer | 1 | 10 years | 7 years |
| 3 | Site Engineer | Civil Engineer | 2 | 5 years | 3 years |
| 4 | QA/QC Engineer | Engineer | 1 | 5 years | 3 years |
| 5 | Survey Engineer | Engineer | 1 | 5 years | 3 years |
| 6 | Survey Technician | Technician | 3 | 3 years | - |

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

2.6 EQUIPMENT

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

| No | Equipment Type and Characteristics | Minimum Number required |
|----|---|-------------------------|
| 1 | Excavators Min 20 Tons | 2 |
| 2 | Truck (10 Tons) | 4 |
| 3 | Backhoe Excavator / Loader (min 100 HP) | 3 |
| 4 | Water Tanker (15-20 tonnes) | 3 |
| 5 | Power Supply Generator Min.50 kVA | 2 |
| 6 | Compressor | 2 |
| 7 | Compactor | 2 |
| 8 | Mobile Water/Mud pump | 2 |

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



İLBANK

Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality

General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01

April 2025

PART 1
BIDDING PROCEDURES
Section IV
Bidding Forms

T.C.

Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

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Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2
WORKS REQUIREMENTS

Section VI Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work’s Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3
CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section IV. Bidding Forms

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

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Letter of Bid

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

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

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

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: _____

Lot No: _____

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8 _____;
- (b) We offer to execute in conformity with the Bidding Document the following Works: *[insert a brief description of the Works]* _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the total price of the bid in words and figures, indicating the amount and the respective currency]* _____
- (d) The discounts offered and the methodology for their application are: *N/A*
 - (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]; ;*
- (e) Our bid shall be valid for a period of _____ *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers in the course of a procurement process and for any part of the contract, have not acted in Prohibited Conduct in accordance with ITB 4.4 or have not subject to any sanctions in accordance with ITB 4.8;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5;⁷
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (q) We accept the appointment of the Adjudicator by TMMMB.

Name of the Bidder * In the capacity of ____

Signed _____

Name of the person Duly authorized to sign the bid for and on behalf of the Bidder ** ***[insert complete name of person duly authorized to sign the Bid]***

Dated on ***[insert date of signing]*** day of ***[insert month]***, ***[insert year]***

⁷ Bidder to use as appropriate

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

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

Schedules

Bill of Quantities/ Schedules of Prices

Schedule of Payment Currencies- NOT APPLICABLE

Forinsert name of Section of the Works—

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

| | A | B | C | D |
|--|--------------------|------------------------------------|---|---|
| Name of Payment Currency | Amount of Currency | Rate of Exchange to Local Currency | Local Currency Equivalent $C = A \times B$ | Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$ |
| Local currency _____ | | 1.00 | | |
| Foreign Currency #1 _____ | | | | |
| Foreign Currency #2 _____ | | | | |
| Foreign Currency #3 _____ | | | | |
| Net Bid Price | | | _____ | 100.00 |
| Provisional Sums Expressed in Local Currency | | 1.00 | | |
| BID PRICE | | | | |

Table(s) of Adjustment Data

Table A - Local Currency (TRY)

| Index Code | Index Description | Source of Index | Base Value and Date (*) | Bidder's Local Currency Amount | Weighting |
|-------------------------------------|--|-----------------|-------------------------|--------------------------------|--|
| (42.2 Utility Projects) [2015=100], | Construction Cost Index by Sectors and Cost Groups | TÜİK | — | — | A: 0,10 B: 0,90 C: — D: — E: — |
| Total | | | | | 1.00 |

(*) TÜİK Construction Cost Index by Sectors and Cost Groups (42.2 Utility Projects) [2015 = 100], total column, prevailing 28 days prior to the bid submission date (i.e., corresponding to the month in which 28 days before the bid submission date falls).

Table B - Foreign Currency

Name of Currency: Euro (€) or USD (\$)

| Index Code | Index Description | Source of Index | Base Value and Date(*) | Bidder's Currency in Type/Amount | Equivalent in FC1 | Bidder's Proposed Weighting |
|------------------------------------|--|-----------------|------------------------|----------------------------------|-------------------|--------------------------------------|
| (42.2 Utility Projects) [2015=100] | Construction Cost Index by Sectors and Cost Groups | TÜİK(**) | — | — | — | A: 0,10 B: 0,90 C: D: E: |
| Total | | | | | | 1.00 |

(*) TÜİK Construction Cost Index by Sectors and Cost Groups (42.2 Utility Projects) [2015 = 100], total column, prevailing 28 days prior to the bid submission date (i.e., corresponding to the month in which 28 days before the bid submission date falls).

(**) For contracts denominated in a foreign currency, the indices I_m and I_o shall be adjusted by applying the following correction factor:

$$\text{Correction Factor} = Z_o / Z_1$$

where:

- Z_o is the number of units of currency of the origin of the indices (TRY) which equal to one (1) unit of the currency of the Contract Price (Euro or USD) on the Base date (28 days prior the bid submission);
- Z_1 is the average number of units of the currency of the origin of the indices (TRY) that equal one (1) unit of the currency of the Contract Price (Euro or USD) over the calendar month to which I_m applies.

Bill of Quantities

PREAMBLE

Form of Bid Security (Bank Guarantee)

Bid Security is required for each lot as per amounts indicated against each lot. If the Bid is submitted for both lots, it shall be arranged separately.

Beneficiary: Şanlıurfa Su ve Kanalizasyon İdaresi Genel Müdürlüğü (ŞUSKİ)

Date: _____

BID GUARANTEE No.: _____

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Technical proposals forms shall be filled separately for each lot.

Forms for Personnel

Form PER – 1: Proposed Personnel

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

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

| | |
|-----------|---|
| 1. | Title of position: <i>[insert title]</i> |
| | Name of candidate: |
| 2. | Title of position: <i>[insert title]</i> |
| | Name of candidate: |
| 3. | Title of position: <i>[insert title]</i> |
| | Name of candidate: |
| 4. | Title of position: <i>[insert title]</i> |
| | Name of candidate |

Form PER-2: Resume Of Proposed Personnel

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

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

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

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

Form Equ: Equipment

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

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

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

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

Others

Bidder's Qualification

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

Form ELI-1:

Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's Information

| | |
|---|--|
| Bidder's legal name | |
| In case of JV, legal name of each partner | |
| Bidder's country of constitution | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| Attached are copies of the following original documents. <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5. | |

Form ELI-2:
JV Information Form

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Each member of a JV must fill in this form

| JV / Specialist Subcontractor Information | |
|---|--|
| Bidder's legal name | |
| JV Partner's or Subcontractor's legal name | |
| JV Partner's or Subcontractor's country of constitution | |
| JV Partner's or Subcontractor's year of constitution | |
| JV Partner's or Subcontractor's legal address in country of constitution | |
| JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address) | |
| Attached are copies of the following original documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. | |

Form CON-2:
Historical Contract Non Performance

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]

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

| Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Contract non-performance did not occur during the ____ years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. | | | |
| <input type="checkbox"/> Contract(s) not performed during the ____ years specified in Section III, Qualification Criteria and Requirements, requirement 2.1 | | | |
| Year | Non performed portion of contract | Contract Identification | Total Contract Amount (current value, EURO equivalent) |
| | | Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance: | |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2. | | | |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below. | | | |
| Year | Outcome as Percentage of Total Assets | Contract Identification | Total Contract Amount (current value, EURO equivalent) |
| | | Contract Identification: Name of Employer:/ Address of Employer: Matter in dispute: | |
| | | | |

**Form FIN-1:
Financial Situation and Performance**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

| | | | | | | | |
|--|--|--------|--------|----------|--------|------|------------|
| Financial information in EURO equivalent | Historic information for previous _____ (____) years (EURO equivalent in 000s) | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year ... | Year n | Avg. | Avg. Ratio |
| Information from Balance Sheet | | | | | | | |
| Total Assets (TA) | | | | | | | |
| Total Liabilities (TL) | | | | | | | |
| Net Worth (NW) | | | | | | | |
| Current Assets (CA) | | | | | | | |
| Current Liabilities (CL) | | | | | | | |
| Information from Income Statement | | | | | | | |
| Total Revenue (TR) | | | | | | | |
| Profits Before Taxes (PBT) | | | | | | | |
| Cash Flow Information | | | | | | | |
| Cash Flow from Operating Activities | | | | | | | |

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements

- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

If the documents substantiating the turnover are in Local currency (Turkish Lira): Forex buying indicative exchange rate prevailing on June 30th announced by the Central Bank of Republic of Türkiye of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

For other currencies, the cross-exchange rate announced by the Central Bank of Republic of Türkiye on the 30th June of relevant year for the respected turnover amount.

Form FIN-2:
Average Annual Construction Turnover

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

Each Bidder or member of a JV must fill in this form

| | | Annual turnover data (construction only) | |
|---|---------------------------------------|--|----------------|
| Year | Amount Currency | Exchange rate | EUR equivalent |
| [indicate year] | [insert amount and indicate currency] | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Average Annual Construction Turnover * | | | |

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to EURO at the rate of exchange from TCMB (Central Bank of Republic of Türkiye) on the 30th of June of the respective calendar year. If the documents substantiating the turnover are in Local currency (Turkish Lira): Forex buying indicative exchange rate prevailing on June 30th announced by the Central Bank of Republic of Türkiye of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

For other currencies, the cross-exchange rate announced by the Central Bank of Republic of Türkiye on the 30th June of relevant year for the respected turnover amount.

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), divided by that same number of years. Annual turnovers shall be verified by the documents (invoices and progress payment certificates signed by Certified Public Accountant should be added) certified by Certified (Sworn-in) Public Accountant or Tax Authority.

Form FIN-3:
Financial Resources

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

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

| Financial Resources | | |
|---------------------|---------------------|---------------------------|
| No. | Source of financing | Amount (EURO equivalent)* |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

*For Local currency (Turkish Lira) the forex buying indicative exchange rate **prevailing** 28 days before the bid opening date announced by the Central Bank of the Republic of Türkiye shall be used for the conversion.

For other currencies, the cross-exchange rate **prevailing** 28 days before the bid opening date announced by the Central Bank of Republic of Türkiye shall be used for the conversion.

Form FIN-4:
Current Contract Commitments, Works In Progress

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

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

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

Form EXP-1:
General Construction Experience

Date: _____

Bidder's Name: _____

Joint Venture Member's Name: _____

RFB No. and title: _____

Page _____ of _____ pages

| General Construction Experience | | | | |
|---------------------------------|-------------------------|-------|--|----------------|
| Starting Month Year | Ending Month Year | Years | Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder | Role of Bidder |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Form EXP-2(a):
Specific Construction Experience**

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

Fill up 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"/> Subcontractor |
| Total Contract Amount | EURO* | | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount | |
| Employer's Name Address Telephone/Fax Number E-mail | | | |
| Description of the similarity in accordance with Criteria 2.4.2(a) of Section III | | | |
| | • | | |

* For Local currency (Turkish Lira) Forex buying indicative exchange rate prevailing on the date of the contract, announced by the Central Bank of Republic of Türkiye shall be used for the conversion.

For other currencies, the cross-exchange rate prevailing on the date of the contract, announced by the Central Bank of Republic of Turkey shall be used for the conversion.

Form EXP-2(b):
Construction Experience In Key Activities

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

Fill up one (1) form per contract

| Contract with Similar Key Activities | | | |
|---|-------------------------------------|--|--|
| Contract No . of . | Contract Identification | | |
| Award Date | | Completion Date | |
| Role in Contract | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor | <input type="checkbox"/> Subcontractor |
| Total Contract Amount | EURO* | | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount | |
| Employer's Name Address Telephone Number Fax Number E-mail | | | |
| Description of the key activities in accordance with Criteria 2.4.2(b) of Section III | | | |
| | | | |

* For Local currency (Turkish Lira) Forex buying indicative exchange rate prevailing on the date of the contract, announced by the Central Bank of Republic of Türkiye shall be used for the conversion.

For other currencies, the cross-exchange rate prevailing on the date of the contract, announced by the Central Bank of Republic of Türkiye shall be used for the conversion shall be used for the conversion



Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 1
BIDDING PROCEDURES
Section V
Eligible Countries

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

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Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V Eligible Countries

This Section contains information regarding eligible countries.

PART 2

WORK’S REQUIREMENTS

Section VI Work’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work’s Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section V. Eligible Countries

This Section contains information about Eligible Countries.

Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.



Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
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(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 2
WORKS’ REQUIREMENTS
Section VI
Works’ Requirements

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

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PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section VI. Works Requirements

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1. Particular Technical Specifications
2. General Technical Specifications
3. Drawings
4. Site Lists
5. Geotechnical Report
6. Permits

1. Particular Technical Specifications

2. General Technical Specifications

Below technical specifications are the general specifications of the İlbank although some of them are named as special.

3. Drawings

4. Site Lists

5. Geotechnical Report

6. Permits



Earthquake Reconstruction Framework Loan No: 96.470 /
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(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 3
CONDITIONS OF CONTRACT AND
CONTRACT FORMS
Section VII
General Contract Conditions (GCC)

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

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PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section VII. General Contract Conditions

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A. GENERAL

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) Bank means the financing institution **named in the PCC**.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23
- (q) Drawings means the drawings of the Works, as included

- in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
 - (s) Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
 - (t) “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (u) The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
 - (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
 - (z) PCC means Particular Conditions of Contract
 - (aa) The Site is the area **defined as such in the PCC**.
 - (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
 - (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
 - (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
 - (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
 - (gg) A Variation is an instruction given by the Project

Manager which varies the Works.

- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC.**

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC.**

4. Project Manager’s Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and

- shall notify the Contractor of any such modification.
- 9. Personnel and Equipment**
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer’s and Contractor’s Risks**
- 11. Employer’s Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer’s risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor’s Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and

deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the

- Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit, and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of all related project documents of the Contractor and its sub-contractors relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC**.

B. TIME CONTROL

25. Program

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor

to incur additional cost as a result of an event as stipulated in Sub Clause 60.1 of PCC.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation or as result of an event as stipulated in Sub Clause 60.1 of PCC and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. Delays
Ordered by the
Project
Manager**

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management
Meetings**

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an

event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

- 31. Identifying Defects** 31.1 The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. COST CONTROL

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

**36. Changes in the
Contract Price**

36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity

to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**38. Cash Flow
Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment
Certificates**

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's

Risks.

- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer’s country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.

**44. Price
Adjustment**

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”

A_c and B_c are coefficients ⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each

completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

E. FINISHING THE CONTRACT

52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.

54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

55.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, subconsultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by

Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (ii) “fraudulent practice” is 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 obligation¹⁰;
- (iii) “collusive practice” is an arrangement between two or more parties ¹¹ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 22.2.

⁹ Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁰ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹¹ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

¹² “Party” refers to a participant in the procurement process or contract execution.

- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice.
 - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.



Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 3
CONDITIONS OF CONTRACT AND
CONTRACT FORMS
Section VIII
Particular Contract Conditions (PCC)

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA
Telephone : +90 (414) 318 58 00 Fax : +90 (414) 318 58 08
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Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 WORK’S REQUIREMENTS

Section VI Work’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work’s Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3
CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

A. GENERAL

1.1 Boldface type is used to identify defined terms.

(c) Bank is: European Investment Bank.

The Ministry of Treasury and Finance (MoTF) is the institution which has received the loan from the Bank toward the cost of the Earthquake Reconstruction Framework Loan, The Promoter is İller Bankası A.Ş., and has allocated a portion thereof, as a funding, to **Şanlıurfa Metropolitan Municipality- General Directorate of Şanlıurfa Water and Wastewater Administration (ŞUSKİ).**

(o) **The Defects Liability Period is 12 months along with guarantee, maintenance and operation** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.

(r) **The Employer is General Directorate of Şanlıurfa Water and Wastewater Administration (ŞUSKİ).**

(v) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date of the Works shall be **540 days** from the Start Date as stated in GCC 1.1 (ee). The Intended Completion Dates may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(y) **The Project Manager** is the person leading the team of inspectors to be assigned by the Employer and notified to the Contractor, to act in replacement of the Project Manager who is responsible for supervising the execution of the Works and administering the Contract.

(aa) **The Site** is the areas where the Construction of Bozova Sewerage Network will be carried out.

(dd) **The Start Date** shall be the date of the notice given to the Contractor by the Project Manager within **two (2) weeks** at the latest after contract signing to enable the Contractor to commence the work. It does not necessarily coincide with any of the Site Possession Dates.

(hh) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, is the Construction, Supply, Delivery, Testing, Commissioning of **Construction of Bozova Sewerage Network.**

2.3

(i) other documents forming part of the Contract: **None.**

3.1 The ruling language of the Contract shall be English. All correspondence, documents and drawings relating to the Contract, shall be written in English. The Contract shall be governed by the law of the country (Türkiye) as in the date of signature.

4.1. The Project Manager shall obtain the specific approval of the Employer before taking any of the following actions specified hereafter:

- a) As per Sub-Clause 28.1, agreeing or determining for any matter, which will prolong the Extension of Time for Completion,
- b) As per Sub-Clauses 37, 38, 39; instructing and approving any Variation Order and determining new unit price, changes in the amount of work items
- c) Any change in the specifications to the quality of work items,
- d) As per Sub-Clause 42.2 adjusting the Contract Price for Compensated Events

5.1 Add the following sentence:

The Project Manager shall inform the Employer and take the Employer’s consent on any delegation of his duties and responsibilities.

- 6.1. The Parties agreed on the below nominated addresses as their official communication addresses. Any last notice to be given to the relevant party shall be deemed as effective unless such a party is duly notified to the other party for any change in the nominated address indicated herein.

Notices shall only be effective when executed in accordance with the current legislations to the below nominated addresses of the Employer and the Contractor.

Addresses:

For the Employer:

Ertugrul Gazi District N.Fazil Kisakurek Street No:35/C Haliliye / Sanliurfa
Şanlıurfa/Türkiye

Phone: +90 (414) 318 58 00

Fax : +90 (414) 318 58 08

For the Contractor:

.....

.....

The Parties may give their notices mail courier, fax or e-mail provided that such notice shall be given in due time thereafter. Any change in the nominated addresses shall be notified to the other party in three (3) days following the date of occurrence.

- 8.1. Schedule of Other Contractors: None

If such work is required during the execution of the contract, the Contractor will be informed of this by the Project Manager. The Contractor will make the necessary arrangements to work in accordance with the "Other Contractors" in the site in accordance with the Employer's instructions.

Add following Sub Clause:

- 9.3 Key personnel identified in the Contractor’s Bid and specified as full time on site shall be employed on the site full time throughout the contract. If the contractor fails to employ the staff full time then, subject to the discretion of the Project Manager in the case of unavoidable absences, the Contractor shall pay to the Employer a penalty of **one hundred (100) Euro** per person per day that any of the full time staff are not available for work.

- 13.1 The minimum insurance amounts and deductibles covering the period from Start Date to the end of Defects Liability Period shall be:

- (a) for loss or damage to the Works, Plant and Materials: one hundred percent (100%) of the tender price. The amount of this insurance shall increase with any increase in the Contract amount;
- (b) For loss or damage to Equipment: one hundred percent (100%) of the insurable value of the Contractor’s equipment in accordance with a list provided by the Contractor of his plant and equipment with their insurable values.
- (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: five percent (5%) of the accepted contract amount per occurrence and for an unlimited number of occurrences.

(d) for personal injury or death:

(i) **One hundred thousand (100,000) Euro** per occurrence and for an unlimited number of occurrences.

(ii) of other people: **One hundred thousand (100,000) Euro** per occurrence and for an unlimited number of occurrences.

All of the above insurances under (a), (b), (c), (d) and (e) above shall be construction all-risk insurance. The insurance shall cover the period from the Start Date to the Intended Completion Date. Insurance policy amount shall be increased by any amount of increase in the Contract price. Maintenance & Repair Liability Insurance shall be raised also for the Defects Liability Period. Amount of any deductible shall not exceed **five percent (5%)** of the insurance price.

Following term and condition shall be stated in the policies: “Policy cannot be modified, cancelled, and no damage compensation can be paid to the Policy Holder without written permission of the Employer”.

Add following Sub Clause:

13.6 Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities

13.7 The Contractor is obliged to act in pursuant to the terms and conditions of "Regulation for Worker's Health and Work Safety in Construction Works". The Contractor shall be directly and severally liable and responsible for any possible accident and the consequential damages thereof.

14.1 The Site Data is as given in **Volume 2 Section VI** (Work's Requirements)

Add following Sub Clause:

14.2 It will be accepted that the Contractor, in preparing the Bid, has been aware of all the information regarding to any risk, uncertainty, and all other cases that might affect the Bid, and has prepared the Bid in the basis of his own review, control, and site inspections.

Add following Sub Clause:

15.2 Bidders and (sub-) contractors are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's environmental and social policies can be accessed from below given internet links.

https://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf

15.3 The Contractor shall construct, design (at the extend described in the contract) and install the Works in accordance with the Specifications and Drawings.

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works, Design for the variations, for all house connections and as built drawings to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works, design for any variations,

house connections.

17.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design.

Please add following paragraphs as new Sub-Clause(s):

18.2 The Contractor shall, throughout the execution of the works, take all necessary measures in order to ensure safe execution of the work and in order for the work site not to pose any hazard to third parties in terms of safety, for safety of operations in the work site. In addition, the Contractor must follow the instructions of the Project Manager for the safety of the site, works or any other third party. The Contractor, at all times of the works, shall take all necessary steps to protect the environment on and off the site and have full regard to the national and local legislations, laws, and specifications for the environmental safety and protection.

20.1 The Site Possession Date shall be the Start Date.

Add the following paragraph to the end of the Sub-Clause: GCC 22.2

22.2 Grants the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

23.1 In the event of a dispute, either the Employer or the Contractor, stating the subject of dispute, may request the appointment of a single adjudicator by the Appointing Authority on an ad-hoc basis.

If the Contractor is a local contractor, the Appointing Authority shall be the Association of Turkish Consulting Engineers and Architects (TMMMB), and the following procedure shall apply:

- Within 10 (ten) business days of receiving the request, TMMMB shall issue a "Candidate Proposal Letter" to all parties, including the proposed adjudicator’s updated resume.
- If any party has valid, provable objections to the proposed adjudicator, they must submit a written objection with supporting evidence to TMMMB within 5 (five) business days of receiving the proposal.
- TMMMB shall review the objection and, if deemed valid, notify the parties of its decision. If the objection is accepted, TMMMB shall, within 10 (ten) business days, propose a new adjudicator and communicate the updated details in writing.
- If no objection is raised within 7 (seven) business days, or if TMMMB determines that the objection does not prevent the adjudicator from serving, TMMMB shall confirm the appointment with a "Final Appointment Letter."

If the Contractor is a foreign contractor (a Contractor whose country is outside the Republic of Türkiye) or a JV led by a foreign contractor, the Appointing Authority will be TMMMB. However, if the foreign contractor does not accept TMMMB as the Appointing Authority, then the Appointing Authority shall be FIDIC in which case fees and reimbursable expenses shall be mutually agreed upon by the parties based on industry standards.

- If the Appointing Authority fails to appoint an adjudicator within the stated period of receiving the request, upon mutual agreement, either party may apply to an alternative appointing body.
- The same adjudicator may be engaged for subsequent disputes under the contract if agreed

upon by both parties and if the subject matter falls within the adjudicator’s area of expertise.

23.2 The Appointing Authority for the Adjudicators shall be TMMMB (the Association of Turkish Consulting Engineers and Architects). In the case of a foreign contractor (a Contractor whose country is outside the Republic of Türkiye) or JV lead by a foreign contractor, the Appointing Authority is International Federation of Consulting Engineers (FIDIC).

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority granted under the Contract or was wrongly taken, the Contractor shall, stating the subject of dispute, submit a request for the appointment of an adjudicator within 28 days of the Project Manager’s decision notification.

Upon the signature of the tripartite agreement by the Employer, the Contractor, and the Adjudicator, the dispute shall be formally raised within 14 days. If the Contractor fails to initiate the dispute within the specified timeframe, the right to dispute shall be automatically forfeited.

24.2 The Adjudicator shall issue a written decision within the agreed period, which shall not exceed 84 days from the date of receipt of the dispute notice.

24.3 The adjudicators’ fees and reimbursable expenses, including travel, accommodation, local transportation, and office supplies, shall be paid as per the rates determined by TMMOB (Union of Chambers of Turkish Engineers and Architects), as agreed in the tripartite agreement between the Employer, the Contractor, and the Adjudication Board. The Parties shall bear these payments equally. The Contractor shall fully pay the adjudicators’ fees within 28 calendar days of receiving the adjudicators’ invoice. The Contractor shall then include 50% of this invoiced amount in its interim payment application, and the Employer shall reimburse the Contractor as per the contract terms. If the Contractor fails to make the required payment to the Adjudication Board, the Employer shall settle the amount due to the Adjudication Board, along with any other necessary payments for its continued operation, without prejudice to its rights and remedies. In such a case, the Employer shall have the right to claim reimbursement for all additional costs incurred, except for 50% of the adjudicator’s fees, including other related expenses and calculated financing charges arising from the Contractor’s default. The hourly fee payable to the Adjudication Board and the categories of reimbursable expenses shall be determined in accordance with the Regulation on Expert Witnesses, Surveyors, Adjudicators, and Technical Consultants of TMMOB, as published in the Official Gazette dated January 6, 1982 (No. 17566) and amended by the Official Gazette dated April 9, 1983 (No. 18023).

In the case of a foreign contractor (a Contractor whose country is outside the Republic of Türkiye) or JV lead by a foreign contractor, the rates and reimbursable expenses shall be mutually agreed between the parties. In case no agreement reached it will be advised by FIDIC.

Either party may challenge the Adjudication Board’s decision by filing a claim before the local court within 56 days from the date of the adjudicator’s decision. If neither party submits a dispute to the court within this timeframe, the decision of the Adjudication Board shall become final and binding.

24.4 The courts of Şanlıurfa shall have jurisdiction over any challenges to the adjudicator’s decision. All judicial proceedings shall be conducted in accordance with the applicable laws of the Republic of Turkey.

In the case of an international contractor (a Contractor whose country is outside the Republic of Türkiye) or JV lead by an international contractor any dispute between parties shall be referred to arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC). Place of arbitration shall be a neutral location that will be determined by mutual

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| agreement of the parties. |
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B. TIME CONTROL

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| 25.1 The Contractor shall submit the Program of Works to approval within 28 days after the receipt of Letter of Acceptance. |
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| 25.3 The period between Program updates is 1 (one) month. The first updated program will be submitted to the project Manager within 7 (seven) days after the last day of each calendar month in which the Start Date occurs. |
|--|

The withhold amount (liquidated damages) for the delay for submission of updated program will be 1/6 per day of the delay mentioned under PCC 46.1.

Project Managers approval does not change the liabilities of the Contractor

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| 26.1 The Project Manager shall obtain the approval of the Employer prior to extending the Intended Completion Date pursuant to GCC 26.2. |
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C. QUALITY CONTROL

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| 33.1 The Defects Liability Period is 365 days . |
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| 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount. If the Contractor has not paid or delayed the said amount, the amount herein will be deducted from the subsequent month's payment certificate, from the retention money, and from the performance security, respectively. |
|--|

D. COST CONTROL

36.1 Amend and add as follows:

(d) The prior approval of the İller Bankası A.Ş. and European Investment Bank is required for an increase over **15 percent** of the Contract Price.

36.3 In the event that changes in the scope of the Contract are mandatory during the execution of the Contract, or if the works are not in the scope of the Contract but are deemed to be performed after the Contract signature, the Contractor shall perform these additional or missing works (corresponding to 15% of the Contract Price cumulatively) with the same provisions of the Contract and Contract Prices.

36.4 The Employer shall obtain the consent of İLBANK before the changes in the scope of the Contract corresponding to the increase or decrease of 5 percent (5%) and fifteen percent (15%) of the Contract Price.

36.5 If there is a change in the scope of the contract corresponding to increases or decreases of more than fifteen percent (15%) of the Contract Price, the Employer shall instruct the Contractor such additional work within the framework of the same Contract provisions and Contract prices, provided that he obtains the consent of the Contractor and the no objection of İLBANK and European Investment Bank.

add the following statement at the end of sentence;

37.6 If the unit prices of the works agreed after the Contract signature are not within the scope of the Contract, then the new prices shall be determined with the opinion of the Project Manager and the approval of the Employer. The Contractor shall perform the works with the prices approved by the Employer, reserving the right to objection, in any dispute arising from this matter.

When preparing new prices by the Contractor, the order of priority shall be as follows;

- 1.Contract Unit price analysis
- 2.İller Bank Unit Prices
3. Unit Prices of Other Official Institutions
4. Unit Prices to be created by means of receiving proposals

shall be used and shall be submitted to the approval of the Project Manager.

add the following statement at the end of sentence;

39.1. The Contractor shall submit payment certificates in 4 (four) hard and soft copies in the first seven working days of each following month, in the form of tables approved by the Project Manager, showing the sums that he is entitled to in return for the works performed in the previous month.

The format of the payment certificate shall be agreed between the Project Manager and the Employer and shall be given to the Contractor within twenty-eight (28) days following the instruction for commencement of the Works.

The payment certificates shall be arranged on a monthly basis and each payment certificate shall cover a monthly period including the first and last day of the relevant month.

If the Contractor does not issue payment certificate, the payment certificate for the relevant month shall be issued by the Project Manager on behalf of the Contractor, if deemed necessary

by the Project Manager.

As-built projects of the productions subject to payment certificates shall be submitted together with payment certificate (in hard and soft copy).

Add the following paragraph to the end of the Sub-Clause: GCC 40.1

40.1 All payments (excluding VAT) to the Contractor shall be realized through İLBANK, in accordance with the provisions of the 96.470 referenced Loan Agreement, and 04.03.2025 dated and 4 referenced Protocol, provided that the payment do not exceed the amount of the financing and do not cover the period after the loan closing date.

The remaining amount shall be paid to the Contractor after the retention deduction, advance deduction and other deductions are deducted from payment certificates. The Employer shall pay the Contractor the amounts approved by the Project Manager within sixty (60) days after each payment certificate has been submitted to the Project Manager for approval, and within ninety (90) days in the case of final payment certificate.

add the following statement at the end of sentence:

41.1 a) only if the Project Manager has determined that the portions of site which the Contractor is not given possession by the Employer, does prevent the Contractor to proceed with the execution of the activities in accordance with the approved work programme for the portion of site(s) which the Contractor is already given possession for.

42.1. The Employer shall pay the local Value Added Tax (VAT) to the Contractor at a specified percentage according to the law valid on the payment date for each single payment and for all the payments due to the Contractor

43.1 Payments will be in the currency of the signed contract.

44.1 The Contract shall be subject to price adjustment in accordance with Sub-Clause 44.1 of the General Conditions of Contract (GCC). The amount certified in each payment certificate shall be adjusted by applying the relevant price adjustment factor to the payment amount due. This adjustment shall be applied after deducting the advance repayment instalment. However, if (P-1) is negative, the price adjustment shall be applied first, and the advance repayment instalment shall be deducted afterward. Further details are provided below.

Adjustment factor (P) for local currency (Turkish Lira):

$$P = A + B \times (I_m / I_o)$$

A and B are coefficients representing the nonadjustable and adjustable portions, respectively, where A=0.10 and B=0.90 and

I_o (Base Index) is the TÜİK Construction Cost Index (42.2 Utility Projects) [2015=100], total column, for the calendar month of the date 28 days prior to bid submission.

I_m (Current Index) is the same index for the month in which the works subject to the payment certificate were executed.

(Price adjustments apply only to works executed and reported in the payment certificate corresponding to the month of execution. Works reported in a later certificate due to

Contractor delay or error shall be adjusted using the index of the month of execution, irrespective of the certification date.)

Both indices apply strictly to their respective calendar months, irrespective of TŪİK’s publication status, and no alternative month indices may be claimed.

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_o / Z_1 where,

Z_o = the number of units of currency of the origin of the indices (TRY) which equal to one (1) unit of the currency of the Contract Price (Euro or USD) on the Base date (28 days prior the bid submission),

and

Z_1 = the average number of units of the currency of the origin of the indices (TRY) that equal one (1) unit of the currency of the Contract Price (Euro or USD) over the calendar month to which I_m applies.

Accordingly, adjustment factor (P) for the foreign currency:

$$P = A + B \times [(I_m / I_o) \times (Z_o / Z_1)]$$

Daily closing selling rate published by the Central Bank of the Republic of Türkiye on the relevant days shall be used for determining Z_o and Z_1 [For Z_1 , the arithmetic mean of the daily exchange rates for every day in the relevant month, using the most recently published rate for days when no new rate is available (e.g., weekends/holidays).].

The total adjustment amount over the entire Contract duration shall not exceed 15 % of the original Contract Price for contract denominated in foreign currency.

In contracts where the Contract Duration has expired without a granted extension, yet work continues under liquidated damages with the Employer’s approval, the price adjustment for delayed works shall be based on the lower of:

1. The P value at the original Contract expiry date; or
2. The P value applicable for specific month in which delayed works executed.

If a time extension has been granted, the foregoing provision shall apply only after the extended period has expired.

If the Employer’s Project Manager and the Employer determine that the indices/formulas have become invalid due to unforeseen reasons (e.g., discontinued, extreme volatility or force majeure), Employer may propose revised indices/formulas reflecting current conditions. Such revisions, subject to mutual agreement, shall apply only to the remaining works and take effect starting from the payment period following the determination of invalidity. In case of disagreement, the Employer may apply a reasonable interim measure, subject to final resolution in accordance with the Contract’s main dispute resolution provisions.

44.2. Add the following statement at the end of the sub-clause:

Any other cost increase or decrease not expressly provided under this Clause or elsewhere in

| | |
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| | the Contract shall be deemed included in the Contract rates and prices, and all risks and responsibilities related to such fluctuations shall be borne by the Contractor. |
| 45.1 | <p>The retention amount is five percent (5%). Retention shall be calculated out of the total sum of the payments regarding to works done to date, price adjustment, variation orders and compensated events, and as calculated pursuant to Clause 39 of Contract.</p> <p>45.2 The Sub-Clause has been amended as follows:</p> <p>Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.</p> <p>After the Certificate of Completion of the Works is issued by the Project Manager, on the condition that the Contractor submits an “on demand” Bank guarantee equivalent to half of the total amount retained, the rest half of the amount retained shall be repaid to the Contractor. “On demand” Bank guarantee shall be returned to the Contractor when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.</p> |
| 46.1 | <p>The liquidated damages for the whole of the Works are 0.05% of the Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is ten percent (10%) of the Contract Price</p> <p>When such deductions reach the ceiling value, the Employer may either terminate the Contract unilaterally in accordance with the Clause 56.2.g of General Conditions of Contract or extend this period upon request of the Contractor and acceptance of the Employer for a period agreed by the parties provided that a deduction is made from the receivables of the Contractor.</p> <p>46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct and return any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be paid for any kind of interest on the overpayment, calculated from the date of payment to the date of repayment</p> |
| 47.1 | This Clause shall not apply. |
| 48.1 | <p>The Advance Payment shall be: 10% of the Accepted Contract Amount and shall be paid to the Contractor no later than 28 days after all of the following conditions have been fulfilled:</p> <ul style="list-style-type: none">i) Signing of the Agreement Form by the partiesii) Furnishing by the Contractor of a Performance Security pursuant to Sub-Clause 49.1iii) Furnishing by the Contractor of an Unconditional Bank Guarantee in the sum equal to the advance money and issued by a Bank acceptable by the Employer andiv) Fulfillment of the conditions stipulated in Sub-Clause 13.1 of the PCC <p>Insert the following text below GCC 48.3.</p> <p>48.3 Advance payment deductions from payments due to the Contractor shall be limited with</p> |

fifteen percent (**15%**) of the sum of each payment, excluding VAT. Total sum of the balance amount of the advance payment will be deducted from the final payment certificate at once. Advance payment repayments shall be deducted from the total sum of the certified amounts for work items, price adjustment, variation orders, and payments against compensation events. Advance Payment Bank Guarantee shall be released when the deductions of advance payment is to be reached to the amount equal to hundred percent (100%) of the advance payment.

49.1 Notwithstanding the requirements of GCC 49, the Performance Security shall be valid until a date 84 (eighty-four) days after the end of the Defects Liability Period. The Performance Security amount is ten percent (**10%**) of the Accepted Contract Amount denominated in the types and proportions of the currencies in which the Contract Price is payable.

At the end of Defects Liability Period, Performance Security shall be returned to the Contractor only if the Defects Liability Certificate was issued by the Project Manager, the Final Interim payment certificate is approved and paid, and specific SSK-Free Certificate for this Contract is provided to the Employer by the Contractor.

Notwithstanding the above, if found by the Project Manager necessary to increase the Contract Price either due to changes in the legislations, and/or costs, and/or the cumulative sum of variations is exceeding ten percent (10%) of the Contract Price, The Contractor shall immediately increase the amount of performance security in the same currency and the requested amount within fourteen (14) days after the receipt of written request of the Project Manager to do so. Any increase to the Contract Price shall only be made effective after receipt of the additional performance security.

E. FINISHING THE CONTRACT

55.1 The date by which the “as built drawings” and/or operating maintenance manuals are to be submitted is the date of the request by the Contractor to the Project Manager to issue a Certificate of Completion.

55.2 If the Contractor does not supply the “as built drawings” and / or operating and maintenance manuals by the above specified date a non-reimbursable fixed amount of **one hundred (100) Euro** per day will be deducted from the receivables of the Contractor.

The maximum amount to be deducted as a penalty is **five thousand (5000) Euro**

56.2 (g) The maximum number of days is **200**.

58.1 The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is thirty percent (30%) of the work not completed.

In such case, the debt is made payable to the Employer by deducting the subject amounts for receivables of the Employer from the cash and bank securities of the Contractor. If the sum of payables to the Employer exceeds the amounts payable to the Contractor, difference shall be a debt payable to the Employer.

Please add the following paragraph at the end of Sub-Clause 60.1:

60.1 Events or circumstances, deemed as entirely outside the control of either the Employer or the Contractor, are listed below:

a) Natural catastrophes,

- b) Legal strike,
- c) General epidemics,
- d) Partial or general military mobilization announcement,
- e) Suspension or slowing down of construction by the relevant authorities in case that archaeological remain/artefact/item found on the site which the progress of works is prevented for.

Please replace with the following paragraph:

61.1 (b) If the Contractor has not received sums due it upon the expiration of the date of payment provided for in Sub-Clause 40.1, the Contractor may issue a thirty (30) day termination notice.

Add the following;

61.1 (c) Within seven (7) days after the notification of the İLBANK that the Loan and financing has been stopped or closed, the Employer shall notify the Contractor.



İLBANK

Earthquake Reconstruction Framework Loan No: 96.470 /
Protocol No: 4

Şanlıurfa Metropolitan Municipality
General Directorate of Şanlıurfa Water and Wastewater
Administration (ŞUSKİ)

Request for Bid for Works
“Construction of Bozova Sewerage Network
(URF-BZV-W01)” Bidding Documents

URF-BZV-W01
April 2025

PART 3
CONDITIONS OF CONTRACT AND
CONTRACT FORMS
Section IX
Contract Forms

T.C.
Şanlıurfa Metropolitan Municipality,
General Directorate of ŞUSKİ

Ertuğrul Gazi Mah. N.Fazıl Kısakürek Cad. No:35/C Haliliye / ŞANLIURFA
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Content

Request for Bid for Works “Construction of Bozova Sewerage Network (URF-BZV-W01)” Bidding Documents

URF-BZV-W01

Summary Description

Specific Procurement Notice

PART 1 BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process when prequalification has not taken place. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document, and
- (b) the lowest evaluated cost.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 WORK’S REQUIREMENTS

Section VI Work’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Work’s Requirements shall also include the environmental, social, health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section VIII Particular Conditions (PC)

This Section consists of Part A, Contract Data, which contains data, and Part B, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section IX Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and if required, Environmental, Social, Health and Safety (ESHS) Performance Security, and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Section IX. Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

| | |
|------------------------|--|
| Name: | <i>[insert name of successful Bidder]</i> |
| Address: | <i>[insert address of the successful Bidder]</i> |
| Contract price: | <i>[insert contract price of the successful Bid]</i> |

2. Other Bidders ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

| Name of Bidder | Bid price | Evaluated Bid price (if applicable) |
|----------------|-----------|--|
|----------------|-----------|--|

| | | |
|---------------|--------------------|--------------------------|
| [insert name] | [insert Bid price] | [insert evaluated price] |
| [insert name] | [insert Bid price] | [insert evaluated price] |
| [insert name] | [insert Bid price] | [insert evaluated price] |
| [insert name] | [insert Bid price] | [insert evaluated price] |
| [insert name] | [insert Bid price] | [insert evaluated price] |

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the the EIB GtP (Annex 8) below given internet link.

https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Letter Of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

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

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

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

.....Authorized Signature:

..... Name and Title of Signatory:

.....Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
[*name of the Employer*]. (hereinafter “the Employer”), of the one part, and
[*name of the Contractor*].(hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
2. *The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.*
 - (a) The Contract Agreement
 - (b) the Bid
 - (c) the Addenda Nos [*insert addenda numbers if any*].
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
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 Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with the laws of [*name of the borrowing country*].on the day, month
and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security

(Shall be filled separately for each Lot)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:*[Name and Address of Employer]*

Date:.....

Performance Guarantee No.:

We have been informed that *[name of the Contractor]*. (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* ¹. (*[amount in words]*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
[Seal of Bank and Signature(s)]

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

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

2 Insert the date twenty-eight days after the expected date of the end of the Defects Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six

months] [one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:*[Name and Address of Employer]*

Date:.....

Advance Payment Guarantee No.:

We have been informed that *[name of the Contractor]*. (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* ¹. (. *[amount in words]*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]**. (. *[amount in words]*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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]*.

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 us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of ,², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

. *[Seal of Bank and Signature(s)]*.

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

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

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

Covenant Of Integrity

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

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for Construction of Bozova Sewerage Network managed by İLBANK and Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct¹ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;²
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned³ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned⁴ by the EU institutions or bodies, or any multilateral development bank,⁵ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to

¹ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time

² EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter

³ Including a fine or any other financial penalty, irrespective of whether paid yet or not

⁴ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁵ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

(v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (if not applicable, please indicate not applicable in the table below):

| Name of entity | Details of disclosure | Measures taken or to be taken |
|----------------|-----------------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee]:

| Name of recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will 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 grant the İLBANK and Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration, the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Environmental And Social Covenant

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

We, [*name of lead tenderer*], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for Construction of Bozova Sewerage Network managed by Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,⁶ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB's Environmental and Social Standards.⁷

We will require our subcontractors not to employ child labour or forced labour [and to cascade these requirements throughout their respective supply chains].⁸ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

Workers relations

We shall, in line with Standard 8 of the EIB's Environmental and Social Standards, [insert “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance

⁶ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>.

⁷ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

⁸ Text between brackets to be added in case the Bank's risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

mechanism to Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration, including on any corrective measures deemed necessary.

Occupational and public health, and safety and security

We shall:

- (iii) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (iv) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [in the case of goods, nonconsulting services and works, insert “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;⁹
- (v) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
- (vi) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
- (vii) provide qualified [emergency response/]first aid arrangements at all times;
- (viii) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
- (ix) use security management arrangements that are consistent with international human rights standards and principles¹⁰ where such arrangements are required for the delivery of the Contract;
- (x) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
- (xi) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

⁹ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

¹⁰ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]¹¹ and the international and national legislation and regulations applicable in the country of implementation of the Contract.

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any and submit [insert the periodicity as indicated in the Contract, if any] environmental and social monitoring reports to Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration. To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration, any changes that may potentially cause negative environmental or social impacts;
- (ii) provide Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration, adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff

We shall facilitate Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.

¹¹ For instance an environmental and social impact assessment and respective permits.

Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration and to whom Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord Şanlıurfa Metropolitan Municipality, General Directorate of Şanlıurfa Water and Wastewater Administration and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature: