

Contract Agreement

SLRP/III/CW/NCB-25

THIS AGREEMENT made the 12th day of November, 2018 between **Roads Department of Georgia of the Ministry of Regional Development and Infrastructure of Georgia**, N12, A. Kazbegi ave., Tbilisi, 0160 Georgia (hereinafter “the Employer”), of the one part, and of **Ltd. Millennium Builders Group**, Choporti Str. #2, Tbilisi, Georgia, ID 400118047 (Hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **Rehabilitation works of(S-35) Tetrtskaro–Dagheti–Topani–Bolnisi Secondary Road KM16–KM20.5 (Disveli–Bolnisi)**, DEP180000057 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,

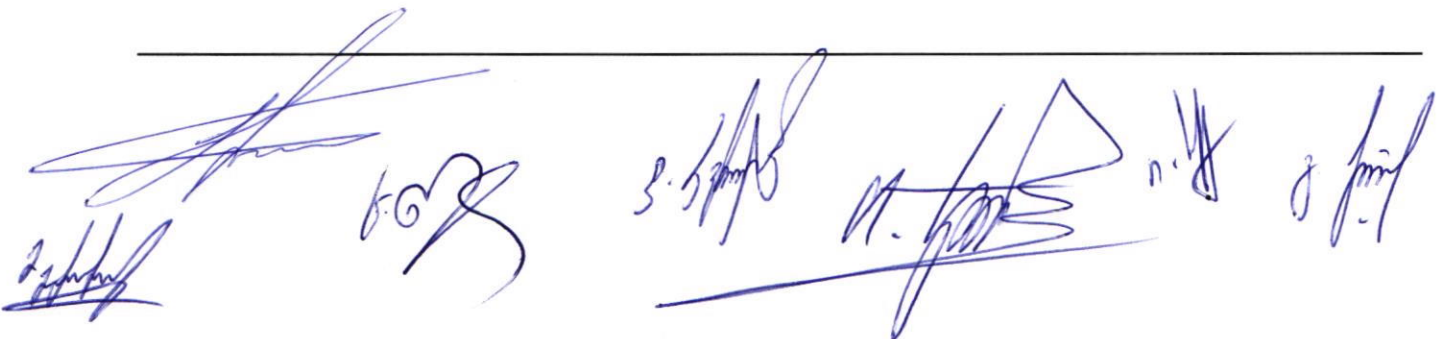
The Employer and the Contractor agree as follows:

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.
 - (i) Agreement
 - (ii) Letter of Acceptance
 - (iii) Performance Security
 - (iv) The Letter of Bid
 - (v) Bidder’s Information Sheet
 - (vi) Power of Attorney
 - (vii) Particular Conditions of Contract
 - (viii) General Conditions of Contract, including Appendix
 - (ix) Specifications
 - (x) Drawings
 - (xi) Bill of Quantities, and
 - (xii) Program of Performance Schedule
 - (xiii) Environmental and Social Management Plan
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

<p>Signed by: Mr. Aleksandre Tevdoradze Deputy Chairman of RDMRDI</p>  <p>(For the Employer)</p> 	<p>Signed by: Mr. Giorgi Butikashvili Ltd. Millennium Builders Group</p>  <p>(for the Contractor)</p> 
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BANK OF GEORGIA
BUSINESS

Performance Bank Guarantee

Guarantor: JSC „Bank of Georgia”, 29a Gagarini Street, 0160 Tbilisi, Georgia (Tax I/D 204378869)

Beneficiary: Roads Department of the Ministry of Regional Development and Infrastructure of Georgia (Tax I/D 211343982)

Principal: LLC Millennium Builders Group (Tax I/D: 400118047)

Guarantee Amount/Currency: GEL 202,730 (Georgian Lari: Two Hundred Two Thousand Seven Hundred Thirty)

Date: November 12, 2018

PERFORMANCE GUARANTEE No.: PE43481-18

We have been informed that LLC Millennium Builders Group (Tax I/D: 400118047) (hereinafter called "the Principal") is entering into Contract No. SLRP/III/CW/NCB-25 with the Beneficiary, for the execution of the Rehabilitation works for (S-35) Tetrtskaro-Dagheti-Topani-Bolnisi Secondary Road KM16-KM20.5 (Disveli-Bolnisi) DEP180000057 (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 Principal, we JSC 'Bank of Georgia' having its registered address at: 29a Gagarini str. Tbilisi 0160, Georgia, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of GEL 202,730 (Georgian Lari: Two Hundred Two Thousand Seven Hundred Thirty), upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Principal is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

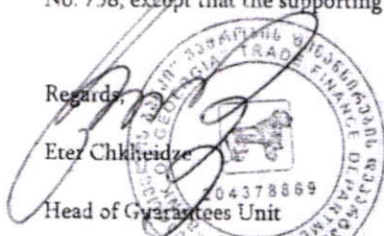
This guarantee shall expire, no later than the 08th day of October 2019 (hereinafter "Expiry Date"). Consequently, any demand for payment under this guarantee must be received by us in the form of the original document at the above indicated office on or including the expiry date not later than (UTC/GMT +04:00 hours) 5pm at the Chancellery Department of Bank of Georgia, to the attention of Trade Finance Department. Beneficiary's demand for payment is also acceptable if transmitted to us by authenticated SWIFT message at our SWIFT address: BAGAGE22.

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

Regards,

Eter Chkheidze

Head of Guarantees Unit



სს „საქართველოს ბანკი”
საქართველო, თბილისი 0160
გაგარინის ქ. №29

Bank of Georgia
29^a Gagarini Str.,
Tbilisi 0160, Georgia

www.corporate.ge
(0 32) 2 444 444



საქართველოს რეგიონული
განვითარებისა და
ინფრასტრუქტურის სამინისტრო
სამართლებრივ სავაჭრომცემლო
გზების დეპარტამენტი

Ministry of Regional
Development and Infrastructure of Georgia

**ROADS DEPARTMENT
OF GEORGIA**

0160, თბილისი, ავ. ვახუშტის გზა, №12
ტელ: (099 32) 227-02-16
E-mail: info@georoad.ge

13, Kazbegi Ave. 0160 Tbilisi, Georgia
Tel: (995 32) 227-02-16
E-mail: info@georoad.ge

N 2-10/12481
22/10/2018

12481-2-10-2-201810222016



Letter of Acceptance

To: Ltd. Millennium Builders Group
Choporti Str. #2, Tbilisi, Georgia, ID 400118047
Subject: Notification of Award Contract No SLRPIII/CW/NCB-25

This is to notify you that your Bid dated September 19, 2018 for execution of the **Rehabilitation works for (S-35) Tetrtskaro–Dagheti–Topani–Bolnisi Secondary Road KM16–KM20.5 (Disveli–Bolnisi), DEP180000057** for the Accepted Contract Amount of **GEL 2,027,292.00** (Two Million Twenty Seven Thousand Two Hundred Ninety Two Georgian Lari), 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 Performance Security Form included in Section X, Contract Forms of the Bidding Document.

We accept that George Begiashvili be appointed as the Adjudicator.

Name and Title of Signatory: Mr. Aleksandre Tevdoradze - Deputy Chairman
Name of Agency: Roads Department of the Ministry of Regional Development and Infrastructure of Georgia

Authorized Signature:

Letter of Bid

Date: [19 September 2018]
NCB No.: SLRPIII/CW/NCB-25
Invitation for Bid No.: DEP180000057

To: Roads Department of Georgia

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works:
Rehabilitation of Tetrtskaro–Dagheti–Topani–Bolnisi Secondary Road KM16–KM20.5 (Disveli–Bolnisi);
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **2.027.292 GEL Two Million Twenty Seven Thousand Two Hundred Ninety Two GEL;**

In case of multiple lots, total price of each lot [N/A];

In case of multiple lots, total price of all lots (sum of all lots) [N/A];
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: [N/A]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[N/A];
- (g) Our bid shall be valid for a period of **90 days** after the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;



- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (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 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;²
- (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 any type of fraud and corruption

Name of the Bidder: **LTD Millennium Builders Group**

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **Giorgi Butikashvili**

Title of the person signing the Bid: **Director/Founder**

Signature of the person named above: _____

²Bidder to use as appropriate

Form ELI -1.1

Date: [19 September 2018]
NCB No.: SLRPIII/CW/NCB-25
Page ___ of ___ pages

Bidder's name LTD Millennium Builders Group
In case of Joint Venture (JV), name of each member: N/A
Bidder's actual or intended country of registration: <i>Georgia</i>
Bidder's actual or intended year of incorporation: 2014
Bidder's legal address [in country of registration]: Choporti st. 2, Tbilisi, Georgia
Bidder's authorized representative information Name: Giorgi Butikashvili Address: Shartava st. 37, Tbilisi, Georgia Telephone/Fax numbers: 599349989 E-mail address: <u>mbgbuilders@gmail.com</u>
1. Attached are copies of original documents of <input checked="" type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.





Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (s)	The Employer is Roads department of the Ministry of Regional Development and Infrastructure of Georgia 12A Kazbegi Ave. Tbilisi, Georgia The authorized representative is: Mr. Levan Kupatashvili, Deputy Chairman of the Roads Department of Georgia
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 9 months from the start date.
GCC 1.1 (y)	The Project Manager is: Joint Venture Roads Rehabilitation and Modernization Supervision Direction Ltd (lead partner) and Nievelt Ingenieur Gmbh (partner) Georgia/Austria
GCC 1.1 (aa)	The Site is located at (S-35) Tetrtskaro-Dagheti-Topani-Bolnisi Secondary Road KM16-KM20.5 (Disveli-Bolnisi)
GCC 1.1 (dd)	The Start Date shall be upon written notification of the Project manager to the Contractor.
GCC 1.1 (hh)	The Works consist of: <ul style="list-style-type: none"> • Preparatory works • Rehabilitation of roadway • Rehabilitation of engineering structures • Rehabilitation of road pavement • Rehabilitation of junctions • Rehabilitation of road furniture
GCC 2.2	Sectional Completions are: None
GCC 2.3(i)	The following documents also form part of the Contract: Environmental Management Plan
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of Georgia.
GCC 5.1	The Project manager may not delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: None
GCC 13.1	The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: 110% of the accepted contract amount; (b) For loss or damage to Equipment: 300,000 GEL (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: 100,000 GEL. (d) for personal injury or death:

	<p>(i) of the Contractor's employees: 150,000 GEL.</p> <p>(ii) of other people: 150,000 GEL</p>
GCC 14.1	<p>Site Data are:</p> <p><i>The Employer has made available to the Contractor for his information all relevant data, including environmental aspects, which are presented in the Engineering Report and Environmental Management Plan. The Contractor shall be responsible for interpreting all such data (taking account of cost and time). The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Contractor.</i></p>
GCC 20.1	<p>The Site Possession Date(s) shall be confirmed by the Project Manager with a written notification to the Contractor.</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: International Arbitration Court of the Georgia Chamber of Commerce and Industry. Address: 29 Berdzeni Str., Tbilisi, Georgia Tel: (995 32) 272-07-10 Fax: (995 32) 272-31-90</p>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Hourly fees 120 USD (One hundred and Twenty United States Dollars) and travel and accommodation expenses accordingly with actual cost.</p>
GCC 24.4	<p>For contracts with the contractors from the Employer's country:</p> <p>Institution whose arbitration procedures shall be used: "International Arbitration Court of the Georgian Chamber of Commerce and Industry".</p> <p>Address: 29 Berdzeni Str, Tbilisi, Georgia</p> <p>The place of arbitration shall be: Tbilisi, Georgia</p> <p>For contracts with the international contractors:</p> <p>"Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules."</p> <p>The place of arbitration shall be: Paris, France</p>
B. Time Control	

GCC 26.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 60 days . The amount to be withheld for late submission of an updated Program is 10,000 GEL (Ten Thousand Georgian Lari) .
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 12 months
D. Cost Control	
GCC 44.1	NOT APPLICABLE
GCC 45.1	The Contract is not subject to price adjustment .
GCC 46.1	The proportion of payments retained is: 5%
GCC 47.1	The liquidated damages for the whole of the Works are 0.1 percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 % of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is: None
GCC 49.1	<p>The Advance Payments shall be: 20% of the Contract price and shall be paid to the Contractor no later than 28 days after receipt and approval of the Advance Payment Security.</p> <p>The amount of the Advance Payment security shall be of the same value and currency as the Advance Payment amount, and shall be in the form provided in the bidding documents. Advance Payment Security shall be issued ONLY from local commercial Banks operating on the territory of Georgia.</p> <p>The reimbursement of the Advance Payment shall start when the value of Works executed reaches 20%.</p> <p>Formula to calculate the amount of advance payment to be reimbursed in each payment:</p> $Z = \frac{A*(x\% - y\%)}{80\% - B\%}$ <p>Z= The amount to be deducted in the calculated period.</p> <p>A= Expresses amount of deposited Advance Payment.</p> <p>X= Works performed in the calculated period divided by the initial contract amount expressed in percentage. This value shall not exceed 80%.</p> <p>Y= The same but for the previous period.</p> <p>B= 20%</p> <p>The Contractor will finish the total reimbursement of the Advance payment when the value of the Works executed reach 80% of the Works Value.</p>
GCC 50.1	The Performance Guarantee shall be provided to the Employer as an unconditional Bank Guarantee from the Bank acceptable for the Employer. The form of the Performance Security shall be in the form provided in the bidding documents in the amount of ten percent 10% of the Total Contract amount. Performance Security shall be issued ONLY from local commercial Banks operating on the territory of Georgia.

E. Finishing the Contract	
GCC 56.1	The date by which “as built” drawings are required is <i>the date of Completion Date in accordance with GCC Sub-Clause 56.1.</i>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 10,000 GEL (Ten thousand Lari).
GCC 57.2 (g)	The maximum number of days is: 100 days.
GCC 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 20%.

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A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "MILLENNIUM BUILDERS GROUP LTD" around the perimeter and "400118037" in the center. The signature is stylized and appears to be "Jr".

General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

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) 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.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) 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.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) 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.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.



- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (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, including Appendix,
 - (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**.



- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 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.
- 9.3 If the Employer, Project Manager or Contractor determines, that 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 9.2 above.

10. Employer's and Contractor'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. Employer'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**
- 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.

**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 keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 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 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 25.1 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**.

25. Corrupt and Fraudulent Practices

25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 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.

26.2 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.

26.3 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.

26.4 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.

27. Extension of the Intended

27.1 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



Completion Date	Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	27.2 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 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.
28. Acceleration	28.1 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.
	28.2 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.
29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	30.1 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.
	30.2 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.
31. Early Warning	31.1 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.
	31.2 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

- 32. Identifying Defects** 32.1 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.
- 33. Tests** 33.1 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.
- 34. Correction of Defects** 34.1 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.
- 34.2 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.
- 35. Uncorrected Defects** 35.1 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

- 36. Contract Price** 36.1 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.
- 37. Changes in the Contract Price** 37.1 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. 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.
- 37.2 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.



38. Variations

- 38.1 All Variations shall be included in updated Programs produced by the Contractor.
- 38.2 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.
- 38.3 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.
- 38.4 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.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 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 37.1 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.

39. Cash Flow Forecasts

- 39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 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.

41. Payments

41.1 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 the currency in which payments are made.

41.2 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.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the national currency of the Employer comprising the Contract Price.

41.4 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.

42. Compensation Events

42.1 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.

42.2 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.

42.3 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.

42.4 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.

43. Tax

43.1 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.

44. Currencies

NOT APPLICABLE

45. Price Adjustment

45.1 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. $P = A + B \frac{I_m}{I_o} + C \frac{M_m}{M_o}$

where:

P is the adjustment factor for the Contract Price payable.

A, B and C are coefficients **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable and

I_m , and M_m are the indices prevailing at the end of the month being invoiced and I_o , and M_o are the indices prevailing 28 days before Bid opening for inputs payable; both in the currency of the contract and payment as given in the Letter of Bid - Table 1 – Schedule of Adjustment Data.

45.2 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.

46. Retention

46.1 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.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, 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.

47. Liquidated Damages

47.1 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.

47.2 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 Sub-Clause 41.1.

48. Bonus

48.1 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.

49. Advance Payment

- 49.1 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 amount 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.
- 49.2 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.
- 49.3 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.

50. Securities

- 50.1 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 currency 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.

51. Dayworks

- 51.1 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.
- 51.2 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.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

- 52.1 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

- 53. Completion** 53.1 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.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 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.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, 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.



57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 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, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 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 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.5 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.

- 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 **specified 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.



APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²
 - (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 obligation;³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴
 - (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 party;⁵
 - (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 paragraph 1.16(e) below.

¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of this sub-paragraph, “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.

³ For the purpose of this sub-paragraph, “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.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



**Specifications and Drawings
are Attached Separately**

Bill of Quantity



MILLENNIUM BUILDERS GROUP LTD

Work Schedule

(S-35) Tetritskaro–Dagheti–Topani–Bolnisi Secondary Road

KM16–KM20.5 (Disveli–Bolnisi)

NCB No: SLRPIII/CW/NCB-25

№	Description									
		1	2	3	4	5	6	7	8	9
1	Mobilisation & Demobilization	—								
2	Chapter 1 Preparatory works	—	—							
3	Chapter 2. Earthwork		—	—	—	—				
4	Chapter 3. Pavement							—	—	—
5	Chapter 4. Artificial structures			—	—	—	—	—	—	—
6	Chapter 5. Junctions and road entrances							—	—	—
7	Chapter 6. Road signs and furniture							—	—	—

18.09.2018

Director of "Millennium Builder's Group" Ltd Giorgi Butikishvili



SUMMARY REHABILITATION WORKS

**REHABILITATION OF DISVELI-BOLNISI SECTION KM 16 - KM 20.5 OF ROAD
TETRITSKARO-DAGETI-TOPANI-BOLNISI**

Name of works and resources	Total
1	2
Chapter 1 Preparatory works	8,912.00
Chapter 2. Earthwork	76,379.60
Chapter 3. Pavement	1,322,737.80
Chapter 4. Artificial structures	12,538.70
Chapter 5. Junctions and road entrances	85,897.60
Chapter 6. Road signs and furniture	103,677.47
(A) Total Chapters 1-6	1,610,143.17
(B) Day work	27,393.75
(C) Contingencies 5% (A*0.05)	80,507.16
(D) Total Chapters 1-6 + Day works + Contingencies (A+B+C)	1,718,044.08
(E) VAT 18% (D*0.18)	309,247.93
(F) Grand total (D+E)	2,027,292.0

The image shows a handwritten signature in blue ink. Below the signature is a circular blue stamp. The stamp contains the text '400118047' and 'SUILDER' at the bottom. The top part of the stamp contains text in Georgian script.

Local cost-estimation

№	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6
Chapter 1. Preparatory works					
	Renewal and fixation of route	m	5520	0.5	2,760.00
1	Cutting of small trees, grubbing roots, transportation to temporary site, filling pits	U	1144.00	1.00	1,144.00
2	Cutting d-24 cm trees, grubbing roots, transportation to temporary site, filling pits	U	4.00	5.00	20.00
3	Area cleaning from bushes, transportation to temporary site	ha	1.1930	2000.00	2,386.00
4	Dismantle of r/c posts (For further use)	U	5.00	20.00	100.00
5	Dismantle of cables (For further use)	m	180.00	1.00	180.00
6	Installation of dismantled posts	U	5.00	50.00	250.00
7	demontirebuli kabelebis montaJi	m	180.000	5.00	900.00
8	Instyallation of dismantled cables	U	2.00	50.00	100.00
9	,Formation of well trunk by in situ concrete B22,5, F200, W6	m3	0.40	150.00	60.00
10	Installation of well cover by dismantled metal lids	U	2.000	350.00	700.00
11	Dismantle of damaged concrete elements and building waste using jackhammers, transportation to landfill	m3	5.20	10.00	52.00
12	Lowering of existing culvert to respective mark	m	26.00	10.00	260.00
	Total according to chapter Tavi 1	GEL			8,912.00



The image shows a handwritten signature in blue ink, which appears to be 'J. J. J.', written over a circular official stamp. The stamp contains text in Georgian and English, including the number '400116047' and the word 'BUILDING'.

Local cost-estimation

Nº	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6
Chapter 2. Earthwork					
1	Excavation of soil on shoulders and in ditches by excavator, loading on dump trucks, disposal to dumpsite	m3	9348.40	4.00	37,393.60
2	Excavation of III category soil in ditches manually, loading on dump trucks and disposal to dumpsite	m ³	152.60	10.00	1,526.00
3	Construction of road bed of sand and gravel delivered from borrow pit	m3	810.00	16.00	12,960.00
4	Reshaping of road bed mechanically	m2	49000.00	0.50	24,500.00
	Total Chapter 2	GEL			76,379.60




Local cost-estimation

#	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6
Chapter 3. Road Pavement					
1	Base course - crushed aggregates (grade 0-40 mm), thickness 18 cm	m ²	36,844.00	4.20	154,744.80
2	Prime coat	t	20.12	1,300.00	26,156.00
3	Construction of binder - coarse grained porous asphalt concrete hot mix, Grade II, thickness 6 cm	m ²	33,535.00	19.00	637,165.00
4	Tack coat	t	10.06	1,300.00	13,078.00
5	Construction of wearing course - fine-grained dense asphalt concrete hot mix, Type B, Grade II, thickness 4 cm	m ²	33,535.00	13.60	456,076.00
6	Construction of shoulders of sand and gravel mix average thickness 25 cm	m ³	2,537.00	14.00	35,518.00
	Total Chapter 3	GEL			1,322,737.80



The image shows a handwritten signature in blue ink, which appears to be 'J. [unclear]'. Below the signature is a circular blue stamp. The stamp contains the text '400116047' and 'BUILDERS GROUP LTD' around the perimeter. There is also some text in a non-Latin script at the top of the stamp.

Local cost-estimation					
Nº	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6
Chapter 4. Artificial structures					
	4.1 Construction of reinforced concrete culverts diam. 1 m				
1	Excavation of soil above the culvert by excavator, loading on dump trucks, disposal to dumpsite	m3	11.60	5.00	58.00
2	Removal of damaged concrete inlet/outlet by jack hammers, disposal to dumpsite	m3	7.500	10.00	75.00
3	Dismantling of damaged reinforced concrete elements, disposal to dumpsite	m3	3.20	5.00	16.00
4	Excavation of soil in pit by excavator, loading on dump trucks, disposal to dumpsite	m3	115.000	5.00	575.00
5	Excavation of soil manually, in situ leveling	m ³	5.800	10.00	58.00
6	Sand-gravel base under the culvert	m ³	10.80	14.00	151.20
7	Construction of prefabricated reinforced concrete rings diam. 1 m	m3	7.000	240.00	1,680.00
8	Bituminous insulation (2 layers)	m2	68.400	15.00	1,026.00
9	Membrane waterproofing	m2	21.600	5.00	108.00
10	Construction of sand-gravel base	m ³	3.200	14.00	44.80
11	Cast in situ concrete of portal walls and inlet/outlet B22.5, F200, W6 (foundation, body, intake well, wingwalls, chute and key)	m3	28.600	150.00	4,290.00
12	Bituminous insulation (2 layers)	m2	99.100	15.00	1,486.50
13	Cast in situ concrete of intake well B22.5, F200, W6	m3	5.900	150.00	885.00
14	Excavation of soil in borrow pit by excavator, loading on dump trucks to fill the area, transportation to the site	m3	120.000	5.00	600.00
15	Formation of stream bed in III category soil manually, handling in situ	m ³	25.000	10.00	250.00
16	Construction of concrete parapets of special profile	m ³	3.080	240.00	739.20
17	Painting of parapets by perchlorovinyl paint	m2	24.800	20.00	496.00
	Total Chapter 4.1	GEL			12,538.70
	Total Chapter 4	GEL			12,538.70

The image shows a handwritten signature in blue ink. Below the signature is a circular official stamp. The stamp contains text in Georgian and English. The Georgian text at the top reads 'საპროექტო-სამშენობლო სამსახური' (Project-Construction Department). The English text at the bottom reads 'PROJECT BUILDER'. In the center of the stamp, there is a number '400118047' and the word 'LTD'.

Local cost-estimation

Nº	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6
Chapter 5. Junctions and yard entrance					
	5.1 Construction of junctions and local entrances				
1	Removal of top soil, loading by excavator, disposal to dumpsite	m3	103.50	5.00	517.50
2	Leveling of road bed mechanically	m2	1088.00	1.00	1,088.00
3	Excavation of soil in pit by excavator, loading on dump trucks, disposal to dumpsite	m3	194.60	5.00	973.00
4	Excavation of soil manually, leveling in situ	m3	19.300	10.00	193.00
5	Sand and gravel bed under the culvert	m3	13.80	14.00	193.20
6	Steel pipe Φ 530 mm thickness of wall 8 mm	m	94.000	180.00	16,920.00
7	Cast in situ concrete of inlet/outlet B22.5, F200, W6	m3	75.35	200.00	15,070.00
8	Cast in situ concrete of parapet B22,5, F100, W6	m3	15.84	200.00	3,168.00
9	Bituminous insulation (2 layers)	m2	159.80	15.00	2,397.00
10	Excavation of soil in borrow pit by excavator, loading on dump trucks, transportation to the site to fill up the pit	m3	126.60	5.00	633.00
11	Construction of sub-base of sand and gravel mix	m3	168.60	14.00	2,360.40
12	Construction of base of crushed aggregates (grade 0-40 mm), thickness 12 cm	m2	1103.00	4.20	4,632.60
13	Prime coat	t	0.608	1300.00	790.40
14	Construction of binder - coarse grained porous asphalt concrete hot mix, Grade II thickness 6 cm	m2	1013.00	20.60	20,867.80
15	Tack coat	t	0.304	1300.00	395.20
16	Construction of wearing course - fine-grained dense asphalt concrete hot mix, Type B, Grade II, thickness 4 cm	m2	1013.00	14.90	15,093.70
17	Construction of shoulders of sand and gravel mix	m3	37.800	16.00	604.80
	Total Chapter 5.1	GEL			85,897.60
	Total Chapter 5	GEL			85,897.60




Local cost-estimation

#	Name of works and resources	Dimension	Quantity	Unit price	Total
1	2	3	4	5	6.00
Chapter 6. Road furniture and signs					
6.1 Road signs					
1	Installation of road signs on metal post length 3,2 m, considering earth works,concreting B 22,5 F - 200, W 6 and posts painting	Unit	112.00	65.00	7,280.00
2	Installation of individual design signs on metal post, length 3, 5 m,considering earth works,concreting B 22,5 F-200, W-6 and post painting	Unit	4.00	80.00	320.00
3	Installation of road signs on metal post length 4 m, considering earth works,concreting B 22,5 F - 200, W 6 and posts painting	Unit	14.00	100.00	1,400.00
4	Installation of individual design signs on 2 metal posts, length 4.75 m,considering earth works,concreting B 22,5 F-200, W-6 and post painting	Unit	3.00	150.00	450.00
5	Plates hanging on existing posts	Unit	97.00	50.00	4,850.00
6	Cost of plates and posts				
	Metal poste, length 3,2 m, thickness 76 mm	Unit	112.00	50.00	5,600.00
	Metal posts, length 4 m, thickness 76 mm	Unit	14.00	75.00	1,050.00
	Metal poste, length 4.75 m, thickness 76 mm	Unit	3.00	150.00	450.00
	Metal posts, length 3.5 m, thickness 89 mm	Unit	4.00	100.00	400.00
	Directional	Unit	142.00	60.00	8,520.00
	warning	Unit	34.00	65.00	2,210.00
	priority	Unit	10.00	100.00	1,000.00
	prohibitory	Unit	24.00	140.00	3,360.00
	Indicative	Unit	6.00	35.00	210.00
	Kilometer	Unit	6.00	20.00	120.00
	additional information	Unit	4.00	50.00	200.00
	Individual design	m2	5.44	300.00	1,632.00
	Total according to chapter 6.1	GEL			39,052.00
6.2 Horizontal marking					
1	Horizontal marking of carriageway with one component (white) marking paint, made on methyl methacrylate base,with improved night vision light reflecting glass balls (size 100-600mkm)	m ²	389.000	15.00	5,835.00
	Total according to chapter 6.2	GEL			5,835.00
6.3 Plastic posts					
1	Arrangement of plastic directional posts	Unit	652.000	25.00	16,300.00
	Total according to chapter 6.3	GEL			16,300.00
6.4 Metal barriers					
1	arrangement of metal barriers	m	304.000	80.00	24,320.00
	Total according to chapter 6.4	GEL			24,320.00


 400116047
 შპს "საზოგადოებრივი ინჟინერინგის კომპანია"

	6.5 Installation of avto-pavilins, bus-bays and bus stops				
	Chapter 1. Arrangement of bus pavillions				
1	Excavation and loading of 39b soil on dump-trucks by excavator, transportation to a landfi	m3	12.600	5.00	63.00
2	Excavation of soil manually, loading on dump-trucks, transportation to a landfill	m ³	1.400	10.00	14.00
3	Crushed stone pad for foundation	m3	0.700	25.00	17.50
4	In situ concrete of strip foundation B-25 F200 W-6	m3	6.900	240.00	1,656.00
5	Surface waterproofing with hot bitilumen (2 layers)	m2	38.000	15.00	570.00
6	Filling the foundation by sand-gravel mix	m3	7.100	14.00	99.40
7	Installation of sand-gravel mix for foundation layer	m3	5.900	14.00	82.60
8	Crushed stone pad for floor	m3	0.700	20.00	14.00
9	Arrangement of concrete floor, thickness 8 cm	m2	17.500	30.00	525.00
10	For paveing, excavation of 39 b ground manually, loading on dump-trucks and transportation to landfill	m ³	0.500	15.00	7.50
11	Arrangement of avto pavilion by in situ concrete B-25 F200 W-6	m3	1.000	240.00	240.00
12	Excavation of 39b ground manually, loading on dump-trucks and transportation to landfil	m ³	0.500	15.00	7.50
13	Arrangement of crushed stona pad under the stairs	m3	0.500	25.00	12.50
14	In situ concrete of stairs B-25 F200 W-6	m3	2.500	240.00	600.00
15	Arrangement of avto-pavilion by bricks	m3	13.900	30.00	417.00
16	Arrangement of bus pavillion roofs by wooden material (rafter, crossbars, wall plates)	m ³	2.090	800.00	1,672.00
17	Wooden board ceiling of bus pavilions	m2	59.500	45.00	2,677.50
18	Arrangement of a roof by tile	m2	31.000	15.00	465.00
	Installation of bench				
19	Metal angle support of a bench	t	0.094	2500.00	234.75
20	Bench	m3	0.450	800.00	360.00
21	Painting of woods by anti corrosion paint (2 times)	t	0.094	3000.00	281.70
22	Painting of woods wood varnish (2 times)	m2	20.000	10.00	200.00
	Chapter 2. Bus bays				
1	Excavation and loading of 39b ground by excavator on dump-trucks for foundation, transportation to landfill	m3	21.600	10.00	216.00
2	Ground excavation manually, loading on dump-trucks and transportation to landfill	m ³	2.400	15.00	36.00
3	Ground excavation manually, loading on dump-trucks for bordures and transportation to landfill	m ³	1.200	15.00	18.00
4	Arrangement of sand-gravel mix uinder bordures	m3	0.580	14.00	8.12
5	Bordures erection, section 18*30 cm	m	40.800	25.00	1,020.00
6	Arrangement of bedding by sand-gravel mix	m3	12.000	14.00	168.00
7	Base fraction crushed stone (fr. 0-40 mm), thickness 20 cm	m2	60.000	4.00	240.00

8	Shed of bitumen emulsion	t	0.036	1300.00	46.80
9	Installation of base course by coarse grained, porosity, a/c hot mix, brandII, thickness 5 cm	m2	60.000	20.00	1,200.00
10	bitumis emulsiis mosxma	t	0.018	1300.00	23.40
11	Installation of surface layer by fine grained, dense, crushed stone a/c hot mix, type B brand II, thickness 3 cm	m2	60.000	14.00	840.00
Chapter 3. Bus tops (Pockets)					
1	Excavation and loading of 39b ground by excavator on dump-trucks for pockets, transportation to landfill	m3	25.000	10.00	250.00
2	i Ground excavation manually, loading on dump-trucks and transportation to landfill	m ³	3.000	15.00	45.00
3	Arrangement of bedding by sand-gravel mix	m3	13.000	14.00	182.00
4	Base fraction crushed-stone(fr. 0-40 mm), thickness 20 cm	m2	62.000	25.00	1,550.00
5	Shed of bitumen emulsion	t	0.036	1300.00	46.80
6	Installation of base course by coarse grained, porosity, a/c hot mix, brandII, thickness 5 cm	m2	60.000	20.00	1,200.00
7	Shed of bitumen emulsion	t	0.018	1300.00	23.40
8	Installation of surface layer by fine grained, dense, crushed stone a/c hot mix, type B brand II, thickness 5 cm	m2	60.000	14.00	840.00
Total according to chapter 6.6		GEL			18,170.47
Total according to chapter 6		GEL			103,677.47

The image shows a handwritten signature in blue ink, which appears to be 'J. [unclear]'. The signature is written over a circular official stamp. The stamp contains text in a non-Latin script, likely Georgian, and the number '400116047' is visible at the bottom of the stamp.

DAY WORK

SUMMARY

N	Names of works	Total
1	2	3
1	Man power	443.75
2	Materials	21,460.00
3	Machinery and equipment	5,490.00
	Total	27,393.75

1. Man power

Nº	Names of works	Unit measure	Quantity	Unit Price	Total
1	2	3	4	5	6
1	Foreman	Man/hour	10.00	3.75	37.50
2	Skilled worker	Man/hour	50.00	5.00	250.00
3	Unskilled worker	Man/hour	25.00	6.25	156.25
	Total workforce	GEL			443.75

2. Materials

Nº	Names of works	Unit measure	Quantity	Unit Price	Total
1	2	3	4	5	6
1	Sand-gravel	m3	200.00	14.00	2,800.00
2	Crushed aggregates	m3	200.00	25.00	5,000.00
3	Fine-grained asphalt concrete	t	2.00	175.00	350.00
4	Coarse grained asphalt concrete	t	2.00	180.00	360.00
5	Cement	t	1.00	200.00	200.00
6	Concrete	m3	100.00	95.00	9,500.00
7	Bitumen	t	1.00	1300.00	1,300.00
8	Reinforcement	t	1.00	1950.00	1,950.00
	Total materials	GEL			21,460.00



The image shows a handwritten signature in blue ink, likely of a project manager or official, placed over a circular official stamp. The stamp contains text in Georgian and English, including the number 400116047 and the word 'BULDOZER'. The signature is written in a cursive style.

3. Machinery-equipment

№	Names of works	Unit measure	Quantity	Unit Price	Total
1	2	3	4	5	6
1	Excavator 0,5 m3	Vehicle/hour	20.00	7.00	140.00
2	Excavator 0,65 m3	Vehicle/hour	20.00	10.00	200.00
3	Grader	Vehicle/hour	50.00	25.00	1,250.00
4	Asphalt concrete paver	Vehicle/hour	20.00	30.00	600.00
5	Roller 5 t	Vehicle/hour	20.00	15.00	300.00
6	Roller 10 t	Vehicle/hour	20.00	20.00	400.00
7	Bulldozer 108 horse power	Vehicle/hour	20.00	25.00	500.00
8	Auto crane, 16 t	Vehicle/hour	20.00	25.00	500.00
9	Crawler crane 16 t	Vehicle/hour	20.00	30.00	600.00
10	Dump truck	Vehicle/hour	20.00	50.00	1,000.00
Total machinery		GEL			5,490.00

**Environmental and Social Management Plan
is Attached Separately**

