

TENDER DOCUMENTS

For the Procurement of

**ROAD REHABILITATION VI PROJECT,
CONTRACTS 6R4, 6R5, 6R6, 6R7**

VOLUME I

INSTRUCTIONS TO TENDERERS

3 June 2008

TENDER

GOVERNMENT OF ROMANIA

Romanian National Company of Motorways and National Roads

THE TENDER DOCUMENTS

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Section I	Invitation to Tender
Section II	Instructions to Tenderers
Section III	Tender Data
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SECTION I: INVITATION TO TENDER

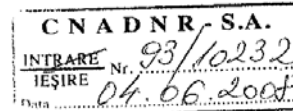


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Public Procurement Department



INVITATION TO TENDER

ROMANIA

ROAD REHABILITATION VI PROJECT, CONTRACTS 6R4, 6R5, 6R6, 6R7

This Invitation for Tenders follows the Invitation to Prequalification Notice for this project which was published on OJS 218 dated 13 November 2007.

The Government of Romania through the Ministry of Economy and Finance (MEF) as Borrower and the Ministry of Transport (MT) as Recipient has received a loan from the European Investment Bank (EIB) toward the cost of the Roads Rehabilitation VI Project that is to be undertaken by The Romanian National Company of Motorways and National Roads (RNCMNR) as Representative of the MT and Employer for the Works. It is intended that a part of the proceeds of this loan be applied to payments under the project for the following Design and Build contracts which will be based on the FIDIC Yellow Book form of contract:

LOT B

1. 6R4 - Design and Build of DN12 Chichis- Bixad
2. 6R5 - Design and Build of DN12 Bixad- Sindominic
3. 6R6 - Design and Build of DN12 Sindominic – Toplita
4. 6R7 – Design and Build of DN15 Reghin – Toplita

We now invite you and other prequalified tenderers to submit sealed tenders for the execution and completion of the above mentioned contract/s.

The tender will be conducted through procurement procedures in accordance with the policies of the European Investment Bank's Guidelines detailed in the Guide to Procurement.

For information purpose only the Volume I of the Tender Documents may be accessed from RNCMNR's web site: www.andnet.ro. The complete set of Tender Documents is available on electronic format CD-ROM only to the pre-qualified Companies Invited to tender.

Tender Documents in electronic format (CD - ROM) may be obtained starting with the **6th of June 2008** from the Employer's office at the address below.

If requested in writing, the tender documents will be promptly dispatched by courier (e.g. DHL, TNT), but no liability can be accepted by the Employer for loss or late delivery. The firms that request the dispatch of the tender documents by the courier or other mail services must pay the cost of the services. On receipt of the tender documents the tenderer should advise the Employer in writing of the name and contact details of the Tenderer's Representative.

Initial and follow-up pre-tender meetings will be held in the Conference Room on the 8th floor of the offices of the Employer at the address given below on the **26th of June 2008, at 11.00 hours (local time)** and on the **17th of July 2008 at 11.00 hours (local time)**. A site visit will be held on the **24th of June 2008**, commencing from the start of contract 6R4.

The documents must be duly completed, one original and number of copies as indicated in the Instructions to Tenderers, introduced in sealed envelopes on which it will be mentioned "Romania – Roads Rehabilitation VI Project – Design and Build Contracts, LOT B, Contract no..." After registration at 8th floor at RNCMNR headquarters the sealed tenders will be delivered to RNCMNR Public Procurement Department, 11th floor, on or before the **5th of August 2008, 12.00 hours (local time)** to the address mentioned below.

Tenders will be opened in the presence of tenderers' representatives who choose to attend at the address above on the **5th of August 2008, at 13.00 hours (local time)**.

Tenders submitted after the date and hour mentioned above will be rejected.

Each tender must be accompanied by a tender security to the following values for the respective contracts:

Contract 6R4: **three million RON (3,000,000) or its equivalent in Euro**
Contract 6R5: **three million RON (3,000,000) or its equivalent in Euro.**
Contract 6R6: **four million RON (4,000,000) or its equivalent in Euro.**
Contract 6R7: **four million RON (4,000,000) or its equivalent in Euro.**

Prequalified tenderers may obtain further information and clarifications upon written request from the following address: **ROMANIAN NATIONAL OF COMPANY MOTORWAYS AND NATIONAL ROADS 38, Dinicu Golescu Blvd., 11th Floor, room 5, Sector 1, 010873 Bucharest, ROMANIA, Tel/Fax: +40 21 318 66 62; E-mail: contracte@andnet.ro**

Authorized signature: _____

Name and title: Dorin Debucean, Director General

Employer: Romanian National Company for Motorways and National Roads S.A.



SECTION II: INSTRUCTIONS TO TENDERERS

Note to Tenderers:

Section II (Instructions to Tenderers) is to be read together with Section III (Tender Data) and Section IV (Letter of Tender, Letter of Discount, Appendix to Tender, Tender Security, and Tender Submission Forms).

Section II contains standard instructions that are subject to the modifications in Section III.

Section II together with Section III comprise the conditions governing the Tender.

The provisions of Section III prevail over those of Section II.

Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Employer, as defined in the **Tender Data** and Appendix to Tender, hereinafter “the Employer,” wishes to receive tenders for the construction of Works, as described in Sections V, VI, VII, VIII, and X and summarized in the **Tender Data**, hereinafter referred to as “the Works.”
- 1.2 The successful Tenderer will be expected to complete the Works within the period stated in the Appendix to Tender from the date of commencement of the Works.
- 1.3 Throughout these tender documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer,” “bid/tendered,” “bidding/tendering,” etc.) are synonymous, and *day* means calendar day. Singular also means plural.

Defined terms used in these Instructions to Tenderers (ITT) are the same as those set out in the Conditions of Contract and Employer’s Requirements.

- 1.4 The address of the Employer shall be that given in the **Tender Data**.

2. Source of Funds

- 2.1 The Borrower as named in the **Tender Data** has agreed with the European Investment Bank (hereinafter interchangeably called “the Bank”) a loan or credit (hereinafter called “loan”) towards the cost of the Project specified in the **Tender Data**, and the Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Contract for which these tender 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 Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, Plant, or materials, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Eligible Tenderers

- 3.1 This invitation to tender is open to any Tenderer (including all members of a joint venture and all subcontractors of a Tenderer) meeting all of the following requirements.
- 3.2 A Tenderer shall be a private, public or government owned legal entity, subject to ITT Sub-clause 3.6 below, or any combination of them in the form of association(s) including Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JV, unless otherwise specified in the Instructions to Tenderers (i) all parties shall be jointly and severally liable, and (ii) there shall be no limit on the number of partners.
- 3.3 A Tenderer shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the Works to either the Employer or the Borrower during the preparatory stages of the Works or of the Project of which the Works form a part, or
- (ii) that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract.
- 3.4 A Tenderer shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by contracting authorities governed by the law of Romania.
- 3.5 A Tenderer and all parties constituting a Tenderer shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.
- 3.6 Majority publicly owned enterprises from the Borrower country may be eligible to qualify if, in addition to meeting all the above requirements, they are also legally and financially autonomous, operate under commercial law and are not a dependent agency of the Borrower or Sub-Borrower.
- 3.7 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT Sub-clause 3.12 below. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its Articles of Incorporation or Documents of Constitution, and its Registration Documents.
- 3.8 A Tenderer and all parties constituting the Tenderer shall not have a conflict of interest. A Tenderer shall be considered to have a conflict of interest, if it has participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of this Tender. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, cannot normally be a supplier of goods or works, if it provided consulting services for the Contract corresponding to this Tender, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.
- 3.9 A Tenderer, who has been subject to conviction by final judgement of which the employer is aware for one or more of the reasons below, shall be disqualified from this tender:
- Participation in a criminal organisation
 - Corruption
 - Fraud
 - Money laundering
 - Terrorist financing
- 3.10 A Tenderer shall not be under execution of a Bid-Securing Declaration in the Employer's Country.
- 3.11 A noneligible country is that which (a) as a matter of law or official regulations the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not

preclude effective competition for the supply of goods or the contracting of works required; 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 or contracting of works or services from that country, or any payments to persons or entities in that country.3.11 A Tenderer shall not be under execution of a Bid–Securing Declaration in the Employer's Country.

- 3.12 A Tenderer from a noneligible country as defined in ITT Sub-clause 3.12 above may be excluded.
- 4. Eligible Materials, Plant, Supplies, Equipment, and Services**
- 4.1 The material, Plant, Contractor's Equipment, other supplies, and services to be supplied under the Contract shall not have as their origin a country that is noneligible under ITT Sub-clause 3.12.
- 4.2 For purposes of ITT Sub-clause 4.1 above, "origin" means the place where the materials, Plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.
- 5. Qualification of the Tenderer**
- 5.1 To be qualified for award of the Contract, the Tenderer shall provide evidence satisfactory to the Employer of its capability and adequacy of resources to carry out the Contract effectively. Tenders shall include the following documentation and information on the relevant Information Forms (IF) attached:
- (a) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
 - (b) total annual turnover in the civil works construction business expressed as total of payment certificates for work performed in each of the last five years;
 - (c) performance as prime contractor, management contractor, or proportionately as member of a joint venture or subcontractor, on works of a similar nature and complexity over the last five years, and details of other work in hand and contractual commitments;
 - (d) major items of Contractor's Equipment proposed for carrying out the Contract;
 - (e) the qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site;
 - (f) any proposals for subcontracting elements of the Works such that the total of subcontracting is more than 20 percent of the Tender Price;
 - (g) detail proposals for subcontracting any highly specialized elements of the Works to named specialist subcontractors;
 - (h) reports on the financial standing of the Tenderer including profit and loss statements, balance sheets and auditor's reports for the past five years, and an estimated financial projection for the next two years;
 - (i) evidence of access to lines of credit and availability of other financial resources;

- (j) authority to seek references from the Tenderer's bankers;
 - (k) information regarding any litigation or arbitration resulting from contracts executed by the Tenderer in the last ten years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute; and
 - (l) proposal of work methods and programme, in sufficient detail to demonstrate the adequacy of the Tenderer's proposals to meet the technical specifications and the completion time referred to in ITT Sub-clause 1.2 above.
- 5.2 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- (a) the Tender shall include all the information listed in ITT Sub-clauses 5.1 (a) to (e) and (h) to (k) above for each joint venture partner and 5.1 (f), (g), and (l) for the joint venture;
 - (b) the Tender, and in case of a successful tender, the Agreement, shall be signed so as to be legally binding on all partners;
 - (c) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - (e) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the Tender and in the Agreement (in case of a successful bid); and
 - (f) a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful tender shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 5.3 For the purposes of this particular Contract, the Tenderer shall meet the following minimum qualifying criteria:
- (a) annual turnover in construction work, during the last five years, as indicated in the Tender Data;
 - (b) successful experience as prime contractor, management contractor, partner in a joint venture, or subcontractor, in the execution of at least one project of a nature and complexity comparable to the Works within the last five years; this experience should include the experience indicated in the Tender Data;

- (c) proposals for timely acquisition (own, lease, hire, etc.) of the essential Contractor's Equipment shown in the Tender Data;
- (d) a project manager, works manager and technical manager with 10 years experience in works of a comparable nature and complexity, including for the project manager not less than five years as project manager;
- (e) liquid assets and/or evidence of access to or availability of credit facilities of no less than that stated in the Tender Data; and
- (f) for the Tenderer to qualify for a package of contracts made up of this and other contracts, it must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts that make up the package in question.
- 5.4 The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria set out in ITT Sub-clause 5.3 above.
- 5.5 The qualifications, capacity, and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture tenderers, unless they are named specialist subcontractors and the scope of their specialized participation in the Works is clearly defined in the Tender.
- 6. One Tender per Tenderer**
- 6.1 A Tenderer shall submit only one tender in the same tender process, either individually as a tenderer or as a partner in a joint venture. No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tender process. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity. A Tenderer who submits or participates in more than one tender within this tender process will cause all the proposals in which that tenderer has participated to be disqualified.
- 7. Cost of Tender**
- 7.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- 8. Site Visit**
- 8.1 The Tenderer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 8.2 The Tenderer 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 Tenderer, 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.
- 8.3 The Employer may conduct a Site visit concurrently with the pre-tender meeting referred to in ITT Clause 19.

B. Tender Documents

- 9. Content of Tender Documents**
- 9.1 The tender documents are those stated below and should be read in conjunction with any Addenda issued in accordance with ITT Clause 11:
- | | |
|--------------|--|
| Section I | Invitation to Tender |
| Section II | Instructions to Tenderers |
| Section III | Tender Data |
| Section IV | Letter of Tender, Letter of Discount, Appendix to Tender, Tender Security, Tender Submission Forms |
| Section V | General Conditions of Contract |
| Section VI | Particular Conditions Contract |
| Section VII | Form of Agreement, Forms of Performance Security, Advance Payment Bank Guarantee, Retention Money Bank Guarantee |
| Section VIII | Employer's Requirements |
| Section IX | Annexes to the Employer's Requirement |
| Section X | Drawings |
| Section XI | Schedules |
| Section XII | Informatory Data |

The Tenderer is expected to examine carefully the contents of all the tender documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Pursuant to ITT Clause 28, tenders that are not substantially responsive to the requirements of the tender documents will be rejected.

- 10. Clarification of Tender Documents**
- 10.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by cable (hereinafter, the term "cable" is deemed to include telex and facsimile) at the Employer's address indicated in ITT Sub-clause 1.4. The Employer will respond to any request for clarification that it receives earlier than 14 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all procurers of the tender documents, including a description of the inquiry but without identifying its source.
- 11. Amendment of Tender Documents**
- 11.1 At any time prior to the deadline for submission of tenders, the Employer may amend the tender documents by issuing Addenda.
- 11.2 Any Addendum thus issued shall be part of the tender documents pursuant to ITT sub-clause 9.1 and shall be communicated in writing, through delivery by hand, mail, courier or by facsimile, to all procurers of the tender documents. Prospective tenderers shall promptly acknowledge receipt of each Addendum to the Employer by any of the above communication facilities.

- 11.3 To give prospective tenderers reasonable time in which to take an Addendum into account in preparing their tenders, the Employer may extend as necessary the deadline for submission of tenders, in accordance with ITT Clause 22.

C. Preparation of Tenders

- 12. Language of Tender**
- 12.1 The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Employer, shall be written in the tender language stipulated in the **Tender Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.
- 13. Documents Comprising the Tender**
- 13.1 The Tender submitted by the Tenderer shall comprise the following: duly filled-in Form of Tender and Appendix to Tender, Tender Security, priced Bill of Quantities, alternative offers where invited, and any information or other materials required to be completed and submitted by tenderers in accordance with these Instructions to Tenderers. The documents listed under Sections IV, VII and XI shall be filled in without exception, subject to extensions thereof in the same format and to the provisions of ITT Sub-clause 17.2 below regarding the alternative forms of Tender Security.
- 13.2 If so indicated in the **Tender Data**, Tenderers tendering for this contract, together with other contracts to form a package, will so indicate in the Tender, together with any discounts offered for the award of more than one contract.
- 13.3 Tenderers shall submit separate tenders for each contract they wish to make an offer for. All such tenders shall be prepared, sealed and submitted as separate tenders. No individual tender shall make reference to, or rely upon, any part of another tender.
- 13.4 Tenderers may indicate in each tender any discounts offered for the award of more than one contract, within the package. This should be stated on the Letter of Discount. Identical Letters of Discount shall be submitted with each tender.
- 14. Tender Prices**
- 14.1 Unless stated otherwise in the tender documents, the Contracts shall be for the whole Works as described in ITT Sub-Clause 1.1, based on the Schedules submitted by the Tenderer.
- 14.2 The Tenderer 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 Tenderer 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 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 the Tender, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer. Value Added Tax where relevant shall be shown separately.

14.4 Unless otherwise provided in the **Tender Data** and Particular Conditions of Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.8 of the Conditions of Contract. The Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Appendix to Tender, and shall submit with its Tender such other supporting information as required under Sub-Clause 13.8 of the Conditions of Contract. The Employer may require the Tenderer to justify its proposed weightings.

15. Currencies of Tender and Payment

15.1 The currency(ies) of the Tender shall follow Alternative A or B, as specified in the **Tender Data**.

**Alternative A:
Tenderers
quote entirely
in local
currency**

15.2 Unit Rates and prices shall be quoted by the Tenderer entirely in the currency of the Employer's country specified in the **Tender Data** and Particular Conditions of Contract. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums) needed by the Tenderer for the payment of such foreign currency requirements, which shall be paid in Euro.

15.3 The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in ITT Sub-clause 15.2 above shall be specified by the Tenderer in the Appendix to Tender, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful tenderer.

15.4 Tenderers shall indicate their expected foreign currency requirements in the Appendix to Tender.

15.5 Tenderers may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Tender are reasonable and responsive to ITT Sub-clause 15.2 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Tenderer.

15.6 During the progress of the Works, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Clauses 13 and 14 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items.

**Alternative B:
Tenderers**

15.2 Unit rates and prices shall be quoted by the Tenderer separately in the following currencies:

- quote in local and foreign currencies**
- (a) for those inputs to the Works that the Tenderer expects to supply from within the Employer's country, in the currency of Employer's country specified in the **Tender Data** and Particular Conditions of Contract; and
- (b) for those inputs to the Works that the Tenderer expects to supply from outside the Employer's country (referred to as "the foreign currency requirements") which will be paid in Euro.
- 15.3 Tenderers shall indicate their expected foreign currency requirements in the Appendix to Tender.
- 15.4 Tenderers may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Tender are reasonable and responsive to ITT Sub-clause 15.2 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Tenderer.
- 15.5 During the progress of the Works, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Clauses 13 and 14 of the Conditions of Contract. Any such adjustment shall be effected by comparing the amounts quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items.
- 16. Tender Validity**
- 16.1 Tenders shall remain valid for the period stipulated in the **Tender Data** after the deadline for tender submission as specified in ITT Sub-Clause 22.
- 16.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer agreeing to the request will not be required or permitted to modify its Tender, but will be required to extend the validity of its tender security for the period of the extension and in compliance with ITT Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of tender validity is extended beyond eight weeks, the amounts payable in local and foreign currency to the Tenderer selected for award shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the **Tender Data** or in the request for extension, for the period of delay beyond eight weeks after the expiry of the initial tender validity, up to the notification of award. Tender evaluation will be based on the tender prices without taking into consideration the above correction.
- 17. Tender**
- 17.1 If required in the **Tender Data**, the Tenderer shall furnish, as part of its Tender, a Tender Securing Declaration or a Tender Security in the

Security amount stipulated in the **Tender Data** in the currency of the Employer's country, or the equivalent amount in a freely convertible currency.

17.2 If required the tender security shall:

- (a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by an insurance or bonding institution;
- (b) be issued by a reputable institution selected by the Tenderer and located in any eligible country; If the institution issuing the bond is located outside the European Union, it shall have a correspondent financial institution located in the Employer's country to make it enforceable.
- (c) be in accordance with one of the forms of tender security included in Section VII or other form approved by the Employer prior to tender submission;
- (d) be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Sub-clause 17.7 below are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Sub-clause 16.2 above.

17.3 The tender security of a joint venture shall be issued in the name of the proposed joint venture or the leading partner.

17.4 Any tender not accompanied by an acceptable tender security shall be rejected by the Employer as non-responsive.

17.5 The tender securities of unsuccessful tenderers will be returned as promptly as possible after the expiration of the original period, or any subsequently extended period, of tender validity.

17.6 The tender security of the successful tenderer will be returned when the Tenderer has signed the Agreement and furnished the required performance security.

17.7 The tender security may be forfeited

- (a) if the Tenderer withdraws its Tender, except as provided in ITT Clause 24; or
- (b) in the case of a successful tenderer, if he fails within the specified time limit to:
 - (i) sign the Agreement, or;
 - (ii) furnish the required performance security.

18. Alternative 18.1 When alternative times for completion are explicitly invited, a

- Proposals by Tenderers** statement to that effect will be included in the **Tender Data**, as will the method of evaluating different times for completion.
- 18.2 Except as provided under ITT Sub-clause 18.3 below, a Tenderer wishing to offer technical alternatives to the requirements of the tender documents must first price the Employer's design as described in the tender documents 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 tenderer conforming to the basic technical requirements shall be considered by the Employer.
- 18.3 When a Tenderer is permitted to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Form 5 of Section IV.
- 19. Pre-Tender Meeting**
- 19.1 The Tenderer's designated representative is invited to attend a pre-tender meeting, which, if convened, will take place at the venue and time stipulated in the **Tender Data**.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The Tenderer is requested, as far as possible, to submit any questions in writing by the prescribed means of communication, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following ITT Sub-clause.
- 19.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all procurers of the tender documents. Any modification of the tender documents listed in Sub-clause 9.1 above that may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Clause 11 above and not through the minutes of the pre-tender meeting.
- 19.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 20. Format and Signing of Tender**
- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in Clause 13 of these Instructions to Tender clearly marked "original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data** with each clearly marked "copy." In the event of discrepancy between them, the original shall prevail.
- 20.2 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to ITT Sub-clauses 5.1 or 5.2 above, as the case may be. All pages of the Tender where entries or

amendments have been made shall be initialled by the person or persons signing the Tender.

20.3 The Tender shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Tender.

20.4 The Tenderer shall furnish information as described in the Letter of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the Contract.

D. Submission of Tenders

21. Sealing and Marking of Tenders

21.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “original” and “copies.” The envelopes shall then be sealed in an outer envelope.

21.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address provided in ITT Sub-clause 1.4 above;

(b) bear the name and identification number of the Contract as defined in the **Tender Data**; and

(c) provide a warning in the form “*DO NOT OPEN BEFORE (insert date and time)*” with the Tenderer completing the time and date specified in ITT Sub-clause 25.1 below.

21.3 In addition to the identification required in ITT Sub-clause 21.2 above, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to ITT Clause 23 below, and for matching purposes under ITT Clause 24 below.

21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender. If the outer envelope discloses the Tenderer’s identity, the Employer will not guarantee the anonymity of the tender submission, but this shall not constitute grounds for rejection of the Tender.

21.5 Tenderers submitting tenders for more than one contract shall seal and submit each Tender separately.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Employer at the address specified in ITT Sub-clause 21.2 no later than the time and date stipulated in the **Invitation to Tender**. When so specified in the **Tender Data**, a Tenderer shall have the option of submitting its tenders electronically. A Tenderer submitting a tender electronically shall follow the electronic tender submission procedures specified in the **Tender Data**. For tenders submitted in written format the Tenderer should ensure that a written receipt is provided by the Employer

22.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of tenders by issuing an

Addendum in accordance with ITT Clause 11, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

- 23. Late Tenders** 23.1 Any Tender received by the Employer after the deadline for submission of tenders prescribed in ITT Clause 22 will be returned unopened to the Tenderer.
- 24. Modification and Withdrawal of Tenders**
- 24.1 The Tenderer may modify or withdraw its Tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITT Clause 21, with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate.
- 24.3 No Tender may be modified by the Tenderer after the deadline for submission of tenders, except in accordance with ITT Sub-clause 24.1 above and ITT Sub-clause 29.2.
- 24.4 Except as provided in ITT Sub-clause 24.1 above, withdrawal of a Tender during the interval between the deadline for submission of tenders and expiration of the period of tender validity specified in ITT Clause 16 may result in the forfeiture of the tender security pursuant to ITT Sub-clause 17.7.

E. Tender Opening and Evaluation

- 25. Tender Opening**
- 25.1 The Employer will open the tenders, including withdrawals and modifications made pursuant to ITT Clause 24, in the presence of tenderers' designated representatives who choose to attend, at the time, date, and location stipulated in the **Tender Data**. Any specific electronic tender opening procedures required if electronic tender is permitted in accordance with ITT Sub-clause 22.1, shall be as specified in the **Tender Data**. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" shall be opened first, and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.
- 25.3 The Tenderers' names, the Tender Prices, including any alternative Tender Price or deviation, any discounts, tender modifications and withdrawals, the presence (or absence) and amount of tender security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at tender opening except for late tenders pursuant to ITT Clause 23.

- 25.4 The Employer shall prepare minutes of the tender opening, including the information disclosed to those present in accordance with ITT Sub-clause 25.3 above.
- 25.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 26. Process to be Confidential**
- 26.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract, shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of the tenderer's tender.
- 27. Clarification of Tenders and Contacting the Employer**
- 27.1 To assist in the examination, evaluation, and comparison of tenders, the Employer may, at its discretion, ask any Tenderer for clarification of its Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with ITT Clause 29.
- 27.2 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tender, it should do so in writing.
- 27.3 Any effort by the Tenderer to influence the Employer in the Employer's tender evaluation, tender comparison, or Contract award decisions may result in the rejection of the Tenderer's Tender.
- 28. Examination of Tenders and Determination of Responsiveness**
- 28.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the tender documents; and (e) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to ITT Sub-clause 28.2 below. Furthermore, the Tenderer shall, if required, provide substantiation that the Employer may require, pursuant to ITT Sub-clause 15.5.
- 28.2 A substantially responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works; (b) that limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 28.3 If a Tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or

reservation.

- 29. Correction of Errors**
- 29.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 29.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of tender, its Tender will be rejected.
- 30. Conversion to Single Currency for Comparison of Tenders**
- Option 1: To be used with Clause 15, Alternative A**
- 30.1 For comparison of tenders, the Tender Price, corrected pursuant to ITT Clause 29, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the Tenderer in accordance with ITT Sub-clause 15.3.
- 30.2 In the second step, the Employer will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Dayworks where priced competitively) to either:
- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the **Tender Data** on the date stipulated in the **Tender Data**;
- or**
- (b) a currency widely used in international trade, such as the Euro, stipulated in the **Tender Data**, at the selling rate of exchange published in the international press as stipulated in the **Tender Data** on the date stipulated in the **Tender Data**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITT Sub-clause 30.2 (a) above on the date specified in the **Tender Data** for the amount payable in the currency of the Employer's country.
- Option 2: To be used with Clause 15,**
- 30.3 The Employer will convert the amounts in various currencies in which the Tender Price, corrected pursuant to ITT Clause 29, is

- Alternative B** payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the **Tender Data** on the date stipulated in the **Tender Data**;
- or**
- (b) a currency widely used in international trade, such as the Euro, stipulated in the **Tender Data**, at the selling rate of exchange published in the international press as stipulated in the **Tender Data** on the date stipulated in the **Tender Data**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITT Sub-clause 30.1 (a) above on the date specified in the **Tender Data** for the amount payable in the currency of the Employer's country.
- 31. Evaluation and Comparison of Tenders**
- 31.1 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with ITT Clause 28.
- 31.2 In evaluating the tenders, the Employer will determine for each tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to ITT Clause 29;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork, where priced competitively;
- (c) converting the amount resulting from applying (a) to (b) above and (f) below, if relevant, to a single currency in accordance with ITT Clause 30;
- (d) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations, or alternative offers;
- (e) making an allowance for varying times for completion offered by tenderers, if permitted in the **Tender Data** and in the manner prescribed therein; and
- (f) applying any discounts offered by the Tenderer for the award of more than one contract, if tendering for this Contract is being done concurrently with other Contracts (ITT Sub-clause 13.2).
- 31.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the tender documents shall not be taken into account in tender evaluation.
- 31.4 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 tender evaluation.

31.5 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer 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 set forth in Clause 37 be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.

32 Domestic Tenderers

32.1 There is no preference for Domestic Tenderers

F. Award of Contract

33. Award

33.1 Subject to ITT Clause 34, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price pursuant to ITT Clauses 31 and 32, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT Sub-clause 3.1; and (b) qualified in accordance with the provisions of ITT Clause 5.

33.2 If, pursuant to ITT Sub-clause 13.2, this Contract is being let on a "slice and package" basis, the lowest evaluated Tender Price will be determined when evaluating this Contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the tenderers for the award of more than one contract.

34. Employer's Right to Accept Any Tender and to Reject Any or All Tenders

34.1 The Employer reserves the right to accept or reject any Tender, and to annul the tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

35. Notification of Award

35.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing of its intention to award the Contract. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall indicate that the acceptance will be effected by the signing of the Contract Agreement.

35.2 The signing of the Contract Agreement will constitute the formation of the Contract. The signing of the Contract Agreement will be made prior to expiration of the period of tender validity prescribed by the Employer.

35.3 At the same time that the Employer issues the Letter of Award to the successful Tenderer, the Employer will notify the name of the winning

Tenderer to each unsuccessful Tenderer.

35.4 Subject to no objections to the award being raised by any unsuccessful Tenderer within the 10 days following their notification by the Employer, the successful Tenderer shall sign the Contract Agreement and furnish the Performance Security in accordance with Clauses 36 and 37.

35.5 The Employer shall publish in the Official Journal of the European Union and the RNCMNR website, www.andnet.ro, the results identifying the tender and lot numbers and the following information: (i) name of each Tenderer who submitted a tender; (ii) Tender Prices as read out at tender opening; (iii) name and evaluated prices of each tender that was evaluated; (iv) names of Tenderers whose tenders were rejected and the reasons for their rejection; and (v) name of the winning Tenderer, and the Price it offered, as well as the duration and summary scope of the Contract awarded. If, after notification of award, a unsuccessful Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

36. Signing of Agreement

36.1 At the same time that the Employer issues the Letter of Award to the successful, the Employer will send the Tenderer the Contract Agreement in the form provided in the tender documents, incorporating all agreements between the parties.

36.2 Within 28 days of receipt of the Contract Agreement, the successful Tenderer shall sign the Contract Agreement and return it to the Employer, together with the Performance Security.

37. Performance Security

37.1 Within 28 days of the issue of the Letter of Award or at the latest on the date of signing the Contract Agreement, the successful Tenderer shall furnish to the Employer a Performance Security in the form stipulated in the **Tender Data** and the Conditions of Contract. The form of Performance Security provided in Section VII of the tender documents may be used or some other form acceptable to the Employer.

37.2 If it is stipulated in the **Tender Data** that the Performance Security is to be provided by the successful Tenderer in the form of a bank guarantee, it shall be issued either (a) at the Tenderer's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.

37.3 If it is stipulated in the **Tender Data** that the Performance Security may also be provided by the successful Tenderer in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. An institution from a country outside the European Union providing a bond shall have a correspondent financial institution located in the Employer's Country.

37.4 Failure of the successful tenderer to comply with the requirements of

ITT Clauses 36 or 37 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Tender Security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked tenderer.

- 38. Disputes Review Method** 38.1 The disputes review method shall be according to the procedure set forth in the Conditions of Contract.
- 39. Fraud and Corruption** 39.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Tenderers/suppliers/Contractors under Bank-financed contracts, adhere to the highest ethical standards, both during the procurement and throughout the execution of the related contracts. The Employer has a similar requirement in respect of its tenderers/suppliers/contractors for all stages in the procurement and execution of contracts. In pursuance of this policy, the Bank and the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes but is not limited to collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
 - (iii) “collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Borrower, designed to establish tender prices at artificial, non-competitive levels. Tenderers are urged to keep the details of their tender submissions confidential. Where two or more tender submissions bear substantial similarity or where plagiarism on the part of one or more tenderers has clearly occurred the Employer shall regard this as collusive practice and the subject tenders may be rejected; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

- (c) will have the right to require that a provision be included in Tender Documents and in contracts financed by a Bank Loan, requiring tenderers, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Tender submission and contract performance and to have them audited by auditors appointed by the Bank.

39.2 Furthermore, tenderers shall be aware of the provision stated in ITT Sub-clause 15.6 of the Particular Conditions of Contract.

SECTION III: TENDER DATA

Note: In the present Section III the Instructions to Tenderers contained in Section II are subject to modifications. The numbering of Clauses in Section III is the same as those in Section II. The provisions of Section III prevail over those of Section II.

Tender Data

ITT Clause Reference	Tender Data																									
1.1	<p>The Employer as the representative of the Borrower, the Government of Romania through the Ministry of Economy and Finance and through the Recipient, the Ministry of Transport, is:</p> <p>Romanian National Company of Motorways and National Roads (RNCMNR)</p> <p>No 38 Dinicu Golescu Blvd, Sector 1, 8th Floor, Bucharest, 010873, ROMANIA Tel / Fax: 0040 021 318 66 62</p>																									
1.1	<p>Summary of the Works:</p> <p>This package of works forms Lot B of the Road Rehabilitation VI Programme.</p> <p>The Works are the design and construction of the rehabilitation of National Roads DN15 between Reghin and Toplita and DN12 between Chichis and Toplita.</p> <p>The Works are a package which is divided into four separate contracts. Each contract is independent from the others and will be awarded independently. The contracts are shown in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Contract</th> <th style="text-align: center;">Road</th> <th style="text-align: center;">Start km</th> <th style="text-align: center;">End km</th> <th style="text-align: center;">Rehabilitation length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">6R4 Chichis to Bixad</td> <td style="text-align: center;">DN12</td> <td style="text-align: center;">0.000</td> <td style="text-align: center;">42.600</td> <td style="text-align: center;">42.600 km</td> </tr> <tr> <td style="text-align: center;">6R5 Bixad to Sandominic</td> <td style="text-align: center;">DN12</td> <td style="text-align: center;">42.600</td> <td style="text-align: center;">103.479</td> <td style="text-align: center;">60.879 km (54.869km + 6.010km urban works in Miercurea Ciuc)</td> </tr> <tr> <td style="text-align: center;">6R6 Sandominic to Toplita</td> <td style="text-align: center;">DN12 DN15</td> <td style="text-align: center;">103.479 (DN12) 170.780 (DN15)</td> <td style="text-align: center;">166.625 (DN12) 174+000 (DN15)</td> <td style="text-align: center;">66.366 km 57.711km + 2.960km urban works in Gheorgheni + 5.695km urban works in Toplita)</td> </tr> <tr> <td style="text-align: center;">6R7 Reghin to Toplita</td> <td style="text-align: center;">DN15</td> <td style="text-align: center;">109.940</td> <td style="text-align: center;">170.780</td> <td style="text-align: center;">60.840 km</td> </tr> </tbody> </table> <p>Note: Chainages and lengths are indicative and relate to existing milestone values which do not necessary reflect actual distances.</p> <p>DN12 will be rehabilitated between km 0+000 (near Chichis) and km 166+625 (the intersection with DN15 in Toplita). This road is classified as European road E578. The works for this road comprise three contracts, with the contract splits at the Covasna / Harghita county boundary and immediately south of the village of Sandominic in Harghita county.</p> <p>DN15 will be rehabilitated between km 109+940 (near Reghin) and km 170+000</p>	Contract	Road	Start km	End km	Rehabilitation length	6R4 Chichis to Bixad	DN12	0.000	42.600	42.600 km	6R5 Bixad to Sandominic	DN12	42.600	103.479	60.879 km (54.869km + 6.010km urban works in Miercurea Ciuc)	6R6 Sandominic to Toplita	DN12 DN15	103.479 (DN12) 170.780 (DN15)	166.625 (DN12) 174+000 (DN15)	66.366 km 57.711km + 2.960km urban works in Gheorgheni + 5.695km urban works in Toplita)	6R7 Reghin to Toplita	DN15	109.940	170.780	60.840 km
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6R7 Reghin to Toplita	DN15	109.940	170.780	60.840 km																						

ITT Clause Reference	Tender Data																									
	<p>(the intersection with DN12 in Toplita). This road is classified as European road E578.</p> <p>The works include activities on behalf of the Employer to acquire land for the road rehabilitation and widening.</p> <p>The typical cross sections for DN15 are:</p> <ul style="list-style-type: none"> • Rural areas: Generally, the existing overall platform width is to be retained with a minimum of 2 x 3.5m wide lanes. Shoulders are dimensioned to reflect the existing overall platform width, with a minimum for 2 x 0.5m hard strips. • Urban Areas: Generally 2 x 3.5m wide lanes, plus 2 x 1m (minimum) footways. <p>The typical cross sections for DN12 are:</p> <ul style="list-style-type: none"> • Rural areas: Generally 2 x 3.5m wide lanes, plus 2 x 0.75m wide hard strip, plus 2 x 0.75m gravel shoulder (carriageway widening required). • Urban Areas: Generally 2 x 3.5m wide lanes, plus 2 x 1m (minimum) footways. <p>The existing carriageway will be reinforced to achieve a bearing capacity of 11.5 t/axle load over a 20 year life for the projected traffic flows through the reconstruction of the existing pavement. In addition to paving, the works will also include the rehabilitation and the extension of drainage infrastructure and other necessary works such as retaining walls, ditches, drain, earthworks, rehabilitation of access roads up to 25m from junctions, signage and road markings. Realignment of the carriageway over short lengths is also required. Rehabilitation or replacement of bridges will be undertaken where there is a requirement to improve structural capacity, serviceability or hydraulic performance. Traffic-calming works and sidewalk construction will be required, particularly in the urban areas.</p> <p>The Works in the urban sections of DN12 and DN15 through the municipalities of Gheorgheni, Miercurea Ciuc and Toplita differ from the above requirements and are limited to the design and construction of a pavement overlay within the existing carriageway width and associated works. The relevant section are:</p> <table border="1" data-bbox="427 1496 1385 1742"> <thead> <tr> <th>Municipality</th> <th>Road</th> <th>Start km</th> <th>End km</th> <th>Rehabilitation length of Urban Works</th> </tr> </thead> <tbody> <tr> <td>Miercurea Ciuc</td> <td>DN12</td> <td>74+900</td> <td>80+910</td> <td>6.010 km</td> </tr> <tr> <td>Gheorgheni</td> <td>DN12</td> <td>130+671</td> <td>133+625</td> <td>2.960 km</td> </tr> <tr> <td>Toplita</td> <td>DN12</td> <td>164+150</td> <td>166+625</td> <td>2.475 km</td> </tr> <tr> <td>Toplita</td> <td>DN15</td> <td>170+780</td> <td>174+000</td> <td>3.220 km</td> </tr> </tbody> </table> <p>Note: Chainages and lengths are indicative and relate to existing milestone values which do not necessary reflect actual distances.</p>	Municipality	Road	Start km	End km	Rehabilitation length of Urban Works	Miercurea Ciuc	DN12	74+900	80+910	6.010 km	Gheorgheni	DN12	130+671	133+625	2.960 km	Toplita	DN12	164+150	166+625	2.475 km	Toplita	DN15	170+780	174+000	3.220 km
Municipality	Road	Start km	End km	Rehabilitation length of Urban Works																						
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Toplita	DN15	170+780	174+000	3.220 km																						

ITT Clause Reference	Tender Data
1.4	<p>The address of the Employer is:</p> <p>Romanian National Company of Motorways and National Roads</p> <p>No 38 Dinicu Golescu Blvd, Sector 1, 8th Floor, Bucharest, 010873, ROMANIA</p> <p>Tel / Fax: 0040 021 318 66 62</p>
2.1	<p>The name of the Borrower is:</p> <p>The Government of Romania through the Ministry of Public Economy and Finance.</p> <p>The RNCMNR acts as the Employer under the Works Contract.</p>
2.1	<p>Name and description of the Project and amount and type of the Bank financing is:</p> <p>“Romania – Road Rehabilitation VI Project”</p> <p>Financed through a loan from the European Investment Bank (EIB).</p>
3.1	<p><i>Replace Sub-Clause with:</i></p> <p>“A tenderer shall have been prequalified for the Works by the Employer and continue to meet the Eligibility and Qualification criteria stated in the Prequalification Documents for the Procurement of Works, Lot B: November 2007.”</p>
5.1	<p><i>Replace Sub-Clause 5.1 with:</i></p> <p>“To be qualified for award of the Contract, a Tenderer shall provide evidence satisfactory to the Employer of its continued eligibility, capability and adequacy of resources to carry out the Contract effectively.</p> <p>A Tenderer shall include the following documentation and information in accordance with the instruction and format given on the relevant Tender Submission Forms:</p>
	<p>Form 1. Declaration of Eligibility and Qualification</p> <ul style="list-style-type: none"> • <i>A completed and signed statement confirming that all original prequalification information, when read with the updated information stated below, remains essentially correct as of the date of the tender submission.</i> • <i>A summary highlighting any changes to the original prequalification information and attach the appropriate updated Forms and evidence required by the Prequalification Document for the Procurement of Works, Lot B: November 2007.</i> • <i>A declaration regarding the applicant’s fiscal and legal status.</i> <p><i>The requirements of Clause 30 of the Prequalification Document for the Procurement of Works, Lot B: November 2007 should be noted.</i></p> <p>Form 2. Power of Attorney</p>

ITT Clause Reference	Tender Data
	<ul style="list-style-type: none"> • <i>A Power of Attorney authorising their empowered representative to submit the Tender and to commit the Tenderer to a contract.</i> <p>Form 3. Joint Venture Agreement</p> <ul style="list-style-type: none"> • <i>In the case of a Tender submitted by a joint venture comprising of two or more firms as partners, the Tenderers shall attach here a Joint Venture Agreement or (where applicable) a Letter of Intent.</i> <p>Form 4. Work Commitments</p> <ul style="list-style-type: none"> • <i>Information on all projects in progress and all projects anticipated, including those where the company may have received a letter of intent but a formal contract has not yet been awarded.</i> <p>Form 5. Technical Proposal (Contractor's Proposal)</p> <ul style="list-style-type: none"> • <i>Documentary evidence explaining the Tenderer's technical proposals, including the parameters to be used in design, standards to be used, and principal materials to be incorporated in the Works.</i> <p><i>The information submitted with this Form shall form part of the Contractor's Proposal as defined by the Conditions of Contract.</i></p> <p>Form 6. Errors Identified In The Employer's Requirements (Contractor's Proposal)</p> <ul style="list-style-type: none"> • <i>Details of any errors identified in the Employer's Requirements which would be an exception to the statement in the Letter of Tender which would otherwise state that the Tenderer will execute the Works in conformity with the Tender documents.</i> <p><i>The information submitted with this Form shall form part of the Contractor's Proposal as defined by the Conditions of Contract.</i></p> <p>Form 7. Subcontractors (Contractor's Proposal)</p> <ul style="list-style-type: none"> • <i>Details of subcontractors proposed by the Tenderer.</i> <p><i>The Employer reserves the right to accept or reject any proposed subcontractor. Should a supplier or subcontractor be determined to be unacceptable, the Tenderer will not be rejected, but will be required to substitute an acceptable supplier or subcontractor without any change to the Tender Price.</i></p> <p><i>The information submitted with this Form shall form part of the Contractor's Proposal as defined by the Conditions of Contract.</i></p> <p>Form 8. Management, Methodology & Material Supplies</p> <ul style="list-style-type: none"> • <i>Information that explains the Tenderer's proposed methodology and clearly demonstrates their compliance with Employer's Requirements and other tender documents.</i> <p>Form 9. Programme For Design & Construction</p> <ul style="list-style-type: none"> • <i>Information that explains the Tenderer's proposed programme and clearly</i>

ITT Clause Reference	Tender Data
	<p><i>demonstrates compliance with Employer's Requirements and other tender documents.</i></p> <p>Form 10. Cash Flow Projection</p> <ul style="list-style-type: none"> • <i>Projected cash flow consistent with the Schedule of Payment.</i>
	<p>In supplying the above information a Tenderer is expected to demonstrate a clear understanding of the scope of the Works and the requirements of the Contract.</p>
	<p>A Tenderer shall be aware that failure to provide any of the above or failure to provide the information in sufficient detail or in a clear and readily understood format may lead to rejection of the Tender.”</p>
5.2	<p><i>Delete paragraph 5.2(a) and replace with:</i></p> <p>(a) The Tender shall include all relevant information listed in Sub-Clause 5.1 of the Instructions to Tender and Tender Data, relevant for each joint venture partner;</p> <p><i>Add the following paragraphs:</i></p> <p>(g) The agreement entered into by the joint venture shall indicate the part, in percentage, and the type of works to be undertaken by each partner in the joint venture;</p> <p>(h) The partner in charge shall be nominated pursuant to paragraph (d), but in any case it shall be the partner with the highest percentage;</p> <p>(i) No modification of the name of the joint venture, the percentage of participation and the partner in charge shall be authorised in the course of the contract without the written approval of the Employer;</p> <p>(j) The partner in charge shall nominate the Project Director who shall be a member of its own staff</p> <p>(k) All partners in the joint venture shall be bound to remain in the joint venture for the whole period of the execution of the Contract.</p> <p>(l) The joint venture shall maintain the same partners and percentage participations as relied upon for Prequalification.</p>
5.3	<p><i>Replace Sub-Clause 5.3 with:</i></p> <p>“For the purpose of this Tender, a Tenderer shall continue to meet the following minimum qualification criteria:</p> <p>(a) All qualification criteria required by the <i>Prequalification Document for the Procurement of Works, Lot B: November 2007.</i>”</p>
5.4	<p><i>Not Applicable</i></p>

ITT Clause Reference	Tender Data
5.5	<i>Not Applicable</i>
6.1	<p><i>Replace Sub-Clause 6.1 with:</i></p> <p>“A Tenderer shall comprise the same firms, in the same relationships, as proposed at prequalifying. The Tenderer shall submit only one Tender for each contract, subject to the limits established at prequalification .”</p>
12.1	The tender language to be used is: English.
13.1	<p><i>Replace Sub-Clause 13.1 with:</i></p> <p>“The Tender submitted by the Tenderer shall comprise the following, duly completed:</p> <ul style="list-style-type: none"> • Letter of Tender and Appendix to Tender • Letter of Discount (if applicable) • Tender Security • Schedule of Prices • Schedule of Payments • Schedule of Dayworks Rates • Schedule of Basic Tender Resources • Power of Attorney • Completed Tender Submission Forms and Contractor’s Proposal <p>Tenderers must submit their tenders in A4-sized ring binders, to include a table of contents and must divide each section of the tender. Tenderers must number each page of the tender sequentially.”</p>
13.2	<p><i>Add the following paragraph:</i></p> <p>Tenderers may submit multiple tenders within the Roads Rehabilitation Programme VI Lot B. Tenderers shall clearly indicate those combinations which form a package within Roads Rehabilitation Programme VI Lot B and any discounts offered.</p>
13.4	<p><i>Add the following paragraph:</i></p> <p>The offer of conditional discounts is restricted to packages within the Road Rehabilitation VI Project Lot B.</p>
14.2	<p><i>Replace Sub-Clause 14.2 with:</i></p> <p>“The Tenderer shall fill in the prices for all items of the Works described in the Schedules. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other items and prices in the Schedules.”</p>

ITT Clause Reference	Tender Data
14.4	<p><i>Replace Sub-Clause 14.4 with:</i></p> <p>“The lump sum amount quoted by the Tenderer is subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.8 of the Conditions of Contract. The Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Appendix to Tender. The Employer may require the Tenderer to justify its proposed weightings.</p>
15.1	The currency of the Tender shall be as Alternative A.
Alternative A 15.2	<p><i>Replace Sub-Clause 15.2 with:</i></p> <p>“Prices shall be quoted by the Tenderer entirely in the currency of the Employer’s country specified in the Tender Data and Particular Conditions of Contract. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Tender the percentage(s) of the lump sum amount quoted by the Tenderer (excluding Provisional Sums) needed by the Tenderer for the payment of such foreign currency requirements, which shall be paid in Euro.”</p>
Alternative A 15.3	<p><i>Replace Sub-Clause 15.3 with:</i></p> <p>“The Currencies of Payment and rates of exchange shall be in accordance with the Conditions of Contract and Appendix to Tender completed by the Tenderer.”</p>
Alternative A: 15.5	<i>Replace “unit rates and prices” with “prices”</i>
16.1	Period of tender validity: 90 days
17.1	<p>The Tenderer shall include a Tender Security (bank guarantee), substantially in accordance with the form for tender security included in Section IV: Letter of Tender, Letter of Discount, Appendix to tender, Tender Security and tender Submission Forms.</p> <p>The Tender Security shall be in the amount stipulated as follows for the respective contracts:</p> <p>Contract 6R4: 3,000,000 Lei or its equivalent in Euro Contract 6R5: 3,000,000 Lei or its equivalent in Euro Contract 6R6: 4,000,000 Lei or its equivalent in Euro Contract 6R7: : 4,000,000 Lei or its equivalent in Euro</p>
17.2	<p><i>Replace paragraph (a) with:</i></p> <p>“(a) be in the form of a bank guarantee from a banking institution;”</p>
18.1	Alternative times for completion are not permitted.
18.2	Not applicable
18.3	<i>Add the following paragraphs:</i>

ITT Clause Reference	Tender Data
	<p>Alternative technical proposals in accordance with ITT Clause 18 are not permitted.</p> <p>Tenderers are advised that their Technical Proposal submitted in accordance with ITT Sub-clause 5.1 and Form 5 may contain details different from the solutions indicated by the Illustrative Design. As such proposals must still comply with the Employer's Requirements, they are not considered "alternative technical proposals" as defined by ITT Sub-clause 18.3.</p> <p>As an option, Tenderers may provide in addition to any Technical Proposal that differs from the solutions indicated by the Illustrative Design (the Primary Technical Proposal), a Technical Proposal that fully complies with the Illustrative Design (a Secondary Technical Proposal). If this option is used by the Tenderer, the Tender should be accompanied by a signed statement to the effect that in the event of the Primary Technical Proposal being considered as not complying with the Employer's Requirements the Secondary Technical Proposal should be considered in the Tender Evaluation.</p>
19.1	Initial and follow-up pre-tender meetings will be held in the Conference Room on the 8 th floor of the offices of the Employer at the address given in Sub-Clause 1.4 at the time and date stated in the Invitation to Tender. Details of any proposed Site Visit will likewise be included in the Invitation to Tender.
20.1	<p>Number of copies of the Tender to be completed and returned:</p> <p>Three copies in addition to the original.</p>
21.2 (b)	<p>The name and identification number of the contract is:</p> <p>Roads Rehabilitation VI Programme. 6R4 Chichis to Bixad, or Roads Rehabilitation VI Programme. 6R5 Bixad to Sandominic, or Roads Rehabilitation VI Programme. 6R6 Sandominic to Toplita, or Roads Rehabilitation VI Programme. 6R7 Reghin to Toplita.</p> <p>Tenderers shall mark each tender with one name from the above list, as appropriate.</p>
22.1	<p>Deadline for submission of tender is as stated on the Invitation to Tenders.</p> <p>Tenderers will not have the option of submitting their Tenders electronically.</p>
25.1	Tenders will be opened one hour after the deadline for submissions at the Employer's address.
29.1	<p>Delete paragraph (b) and replace with:</p> <p>"(b) The amount stated in the Letter of Tender shall be binding. No correction shall be made to this amount for errors in the Schedules. The Employer shall correct and adjust the Schedules proportionally to reflect the amount stated in the Letter of Tender,"</p>
30	Not applicable.

ITT Clause Reference	Tender Data
31	Examples of the evaluation grids the Employer will use to evaluate the information required by the Instructions to Tenderers are provided in Annex 1.
31.2 (b)	<i>In paragraph (b) replace “Summary Bill of Quantities” with “Schedules”.</i>
31.2 (e)	Varying times for completion are not permitted.
31.5	<p><i>Replace “Bill of Quantities” with “Schedules”.</i></p> <p><i>Add the following:</i></p> <p>If a Tender Price for the whole of the works is abnormally low the Employer shall write to the Tenderer to obtain a detailed explanation for the low price proposed. Such a Tender may be rejected unless the low price can be justified on objective grounds such as:</p> <ul style="list-style-type: none"> • an economic production method, or • an exceptionally favourable conditions available to the Tenderer, proven with documents.
33.1	<p><i>Add the following:</i></p> <p>“The Employer will award the Contract in accordance with the criteria above, provided the Tenderer meets the following conditions for award of the Contract:</p> <ol style="list-style-type: none"> a. The Employer through reference to the results of the relevant prequalification procedures, the Work Commitments indicated in ITT Form 4 {Work Commitments} together with any anticipated award elsewhere may require the Tenderer to provide during the Tender Evaluation Period substantiating information to show that the award of the Contract would not overload the Tenderer in respect of technical and financial resources and capability ; b. the Tenderer shall be able to demonstrate that it has the overall capacity both technically and financially to successfully perform the Contract. c. The Employer’s assessment of the Tenderer’s capacity to perform the Contract shall be based on procedures that complement those of the Prequalification exercise. <p>Any actions and or rights used by the Employer pursuant to this Clause shall be at the sole discretion of the Employer and shall be final and conclusive in determining which tender shall be the most economically advantageous tender for the purposes of tender assessment.”</p> <p>Irrespective of the demonstration of capacity indicated above a Tenderer will be restricted to the award of a maximum of two contracts within Lot B of the Road Rehabilitation VI Programme</p> <p>Should the award of the Contract lead to the Tenderer failing to meet the above conditions, the Tenderer who has offered the next lowest Evaluated Tender Price and meets all the conditions of this sub-clause will be considered for award of the Contract.</p>

ITT Clause Reference	Tender Data
35.1	<p><i>Add the following:</i></p> <p>“Prior to issuance of the Letter of Award the Employer may invite the tenderer with the lowest evaluated tender price to contract clarification meetings. The proceedings of such meetings shall be recorded in a Memorandum of Contract Clarifications which shall be incorporated into the Contract.”</p>
35.2	<p>The Agreement shall not be signed earlier than 10 days after the issue of notices to the unsuccessful Tenderers.</p>
37	<p><i>Delete Sub-Clauses 37.1, 37.2, 37.3 and 37.4 and replace with the following:</i></p> <p>“37.1 The successful tenderer shall furnish to the Employer a performance security in accordance with the Conditions of Contract. Failure of the successful tenderer to comply with the requirements of ITT Clauses 36 or 37 shall constitute a breach of contract, cause for annulment of the intention to award the Contract, forfeiture of the tender security, and any such other remedy the Employer may take under the conditions applying, and the Employer may resort to awarding the Contract to the next ranked tenderer.”</p>
<p>40.</p> <p>Completion of Schedule of Prices and Payment Schedule</p>	<p><i>Insert the following new ITT Clause 40:</i></p> <p>“40.1 Tenderers shall complete the Schedule of Prices in Volume V and shall insert the total of the Schedule of Prices (the lump sum price) in the appropriate place on the Letter of Tender.</p> <p>40.2 Tenderers shall produce and submit a breakdown of the prices in the Schedule of Prices in the form of a priced Schedule of Payments following the example format in Volume V. Tenderer should note that in accordance with the Conditions of Contract payments will be on the basis of completed activities as included in the Schedule of Payments only and no payment will be made for partially completed activities. The Schedule of Payments the Tenderer submits shall not include more than 300 separate activities. The Schedule of Payments total price shall match the total price of the Schedule of Prices.</p> <p>40.3 Tenderers shall complete the Schedule of Dayworks Rates and the Schedule of Basic Tender Resources in Volume V</p> <p>40.4 Sums in the Tender shall:</p> <p>(a) be quoted in RON; and</p> <p>(b) entered as RON to two decimal places.</p> <p>The terms ‘nil’ and ‘included’ shall not be used, but shall be indicated as ‘0.00’. Figures shall be inserted against each principle activity in the Schedule of Prices as described in ITT Sub-clause 40.1 and against each activity in the Schedule of Payments as described in ITT Sub-clause 40.2.”</p>

Annex 1 to the Tender Data: Assessment of Responsiveness

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :			TENDER NUMBER :		
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
Submission		D	Pre-opening checks during public opening		
1)	Application received by Deadline	22			
2)	Withdrawal submitted	24			
3)	Modification submitted	24			
4)	Correctly Marked and Sealed	21			
5)	One original and three copies submitted	20.1			
Opening		E	Examination during public opening		
6)	Letter of Tender is present, completed and signed in original.	13.1, 25.3 Letter of Tender			
7)	Appendix to Tender is present, completed and signed in original.	13.1, 25.3 Appendix to Tender			
8)	Power of attorney to sign Tender is present and in original	13.1, 25.3 Form 2			
9)	Tender Security is present in original for the correct amount and validity	17, 25.3 Tender Security			
10)	Amount of offer stated on Letter of Tender (excluding VAT)	25.3 Letter of Tender	RON		
11)	Discounts offered	13.2, 13.4, 25,3 Letter of Discount			
Examination of Tenders (1)		E, 28.1(a)	Examination to determine whether the tender is meets the eligibility criteria		
12)	Tenderer is prequalified and comprises the same parties.	3.5 Letter of Tender Form 3			
13)	Declaration of Eligibility and Qualification	13.1 Form 1			
14)	The tenderer continues to meet the prequalification criteria	3.5, 3.7 Form 1			

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
	Examination of Tenders (2)	E, 28.1(b & c)	Examination to determine whether the tender is has been properly signed and accompanied by the required securities.		
15)	Letter of Tender is signed and completed without alteration to standard text and valid for 90 days, signed and witnessed.	13.1 Letter of Tender			
16)	Appendix to Tender is completed without alteration to standard text and signed.	13.1 Appendix to Tender			
17)	Power of Attorney empowering representative to submit tender	13.1 Form 2			
18)	Letter of Discount (if applicable)	13.1 Letter of Discount			
19)	Joint Venture Agreement for JV	13.1 Form 3			
20)	Schedule of Payments completed in Lei and signed	13.1			
21)	Dayworks Schedule completed in Lei and signed	13.1			
22)	Amount and validity of the Tender Security	17			
23)	Tender Security is using the format provided in the tender documents	17 Form of Tender Security			
	Examination of Tenders (3)	28.1 (d) 28.2	Examination to determine whether the tender is substantially responsive (administrative)		
24)	Language of tender is English	12			
25)	Tender is typed or written in ink	20.2			
26)	All pages where entries are made are initialled by the person signing the tender	20.2			
	Examination of Tenders (4)	28.1 (d) 28.2	Examination to determine whether the tender is substantially responsive to the tender documents:- - Contractor's Proposal		
	<u>Mandatory Requirements</u> The technical proposal fully complies with the mandatory requirements with respect to:				
27)	- The design speeds including those stated in the Employer's Requirements Subclause 3.2.3	Form 5 Mand. Req.			

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
28)	- The provision of junction improvements.	Form 5 Mand. Req.			
29)	- The number of lanes, lane widths, shoulder widths and pavement widths	Form 5 Mand. Req.			
30)	- Bridge and culvert replacements	Form 5 Mand. Req.			
31)	- Utilities to be accommodated	Form 5 Mand. Req.			
32)	No other aspect of the Technical Proposal contradicts or alters the Mandatory Requirements.				
	<u>Provisional Requirements</u> The technical proposals covering aspects of the works not covered by the Mandatory Requirements demonstrate compliance with the Employer's Requirements for:				
33)	- road embankment (earthworks)	Form 5 Prov. Req.			
34)	- road alignment	Form 5 Prov. Req.			
35)	- road pavement	Form 5 Prov. Req.			
36)	- road drainage	Form 5 Prov. Req.			
37)	- bridge arrangement proposals including foundations, finishes, and proposed materials	Form 5 Prov. Req.			
38)	- guardrails and parapets	Form 5 Prov. Req.			
39)	- road lighting	Form 5 Prov. Req.			
40)	- signing, road marking and road safety measures including areas with traffic calming	Form 5 Prov. Req.			
41)	No other aspect of the Technical Proposal contradicts or alters the Employer's Requirements.				
	<u>Errors Identified in the Employer's Requirements</u>				

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
42)	Incorrectly identified errors stated do not result in a material deviation from the tender documents.	Form 6			
43)	Correctly identified errors are addressed with proposals in the Contractor's Proposal that do not result in a material deviation from the tender documents.	Form 6			
	<u>Subcontractors</u>			<i>Note: Should a supplier or subcontractor be determined to be unacceptable, the Tenderer will not be rejected, but will be required to substitute an acceptable supplier or subcontractor without any change to the tender price (Form 7)</i>	
44)	Details of all major works or services to be subcontracted, including values.	Form 7			
45)	The amount of subcontracting is less than stipulates in the Appendix to Tender (35%)	Appendix to Tender			
46)	Information on proposed subcontractors, including legal status, principal place of business, and its place of incorporation or registration	Form 7			
47)	Letter of Intent from proposed subcontractors	Form 7			
48)	No subcontractor is included as a tenderer in another tender.	6.1			
	<u>Examination of Tenders (5)</u>	28.1 (d) 28.2	Examination to determine whether the tender is substantially responsive to the tender documents:- - Supplementary Information		
	<u>Management, Methodology and Material Supplies</u> The Tenderer's proposed methodology clearly demonstrate their ability to comply with Employer's Requirements, specifically with respect to:				
49)	- management structure and organization	Form 8			
50)	- procurement description of utility works	Form 8			
51)	- land acquisition procedures description	Form 8			
52)	- plant and production rates for asphalt works.	Form 8			

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
53)	- plant and production rates for concrete works.	Form 8			
54)	- plant and production rates for piling.	Form 8			
55)	- plant and production rates for earthworks.	Form 8			
56)	- supplies and sources of materials for concrete works	Form 8			
57)	- supplies and sources of materials for reinforcement	Form 8			
58)	- supplies and sources of materials for piles	Form 8			
59)	- supplies and sources of materials for embankment fill	Form 8			
60)	- supplies and sources of materials for road pavement	Form 8			
	<u>Quality Assurance</u> The Tenderer's proposed quality procedures clearly demonstrate their ability to comply with Employer's Requirements, specifically with respect to:				
61)	- a quality plan for the design	Form 8			
62)	- a quality plan for the construction	Form 8			
63)	- quality assurance accreditation for the design of civil works	Form 8			
64)	- quality assurance accreditation for the construction of civil works	Form 8			
	<u>Programme for Design and Construction</u> The Tenderer's proposed programme clearly demonstrate their ability to comply with Employer's Requirements, specifically with respect to:				
65)	- completion within the Time for Completion stated in the Appendix to Tender	Form 8 Form 9			
66)	- a design programme in accordance with sub-clause 3.6 of the Employer's Requirements	Form 9			

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
67)	- provision for land acquisition, approvals and utility diversions	Form 9			
68)	- correlation with the methodology, rates of production and materials supply	Form 9			
69)	- consistency with the Individual Activity Completion Dates stated in the Schedules.	Form 9			
70)	- compliance with the timings and periods stated in the Conditions of Contract and Employer's Requirements.	Form 9			
71)	<u>Cash Flow Projection</u> The Tenderer's proposed cash flow clearly demonstrate their ability to understand the scope of the works and the Contract requirements, specifically with respect to:	Form 10			
72)	- consistency of the projected cash flow with the Schedule of Payment	Form 10			
Examination of Tenders (6)		28.1 (d) 28.2	Examination to determine whether the tender is substantially responsive to the tender documents:- - The Schedules		
73)	An amount in Lei is entered against every individual activity	Schedules of Prices and Payments			
74)	The amounts accurately reflect the cost of each activity				
75)	An amount in Lei is entered against every individual dayworks item	Schedule of Dayworks			
76)	The amounts accurately reflect the cost of each dayworks item				
77)	The schedules are arithmetically correct and equate to the amount stated on the Letter of Tender.	29		<i>Note: The amount stated in the Letter of Tender shall be binding. No correction shall be made to this amount for errors in the Schedules. The Employer shall correct and adjust the Schedules proportionally to reflect the amount stated in the Letter of Tender.</i>	
78)	The Tenderer has accepted any adjustment to the amount stated in the tender due to the correction of errors	29			
Summary of the Examination of Tenders		28			

LOT :		B		CONTRACT:	6R __
NAME OF TENDERER :				TENDER NUMBER :	
ITEM	CRITERIA	ITT CLAUSE/ FORM	OUTCOME	REMARKS	
KEY TO OUTCOMES:		P – PASS F – FAIL	C – CLARIFICATION REQUIRED N/A – NOT APPLICABLE		
79)	The Tender meets the eligibility criteria	28.1(a)			
80)	The tender has been properly signed	28.1(b)			
81)	The tender is accompanied by the required tender security	28.1(c)			
82)	The tender is substantially responsive to the requirements of the tender document.	28.1(d)			
<u>Evaluation and Comparison of Tenders</u>		25			
83)	Amount of offer stated on Letter of Tender (excluding VAT)	Letter of Tender	RON		
84)	Total of Individual Lump Sums stated on the Schedule of Payment (excluding VAT)	Schedule of Payment	RON		
85)	Evaluated Tender Price, excluding TVA and including any unconditional discounts offered.	31.2	RON		
86)	The tender is not seriously unbalanced or front loaded	31.5		<i>Note: Not a reason for rejection. If tender is unbalanced then the Employer may request an increase performance security.</i>	

	<u>Name</u>	<u>Date</u>	<u>Signature</u>

**SECTION IV: LETTER OF TENDER, LETTER OF DISCOUNT,
APPENDIX TO TENDER, TENDER SECURITY, and TENDER
SUBMISSION FORMS**

Letter of Tender

NAME AND NUMBER OF CONTRACT: _____

**To: Romanian National Company of Motorways and National Roads
No. 38 Dinicu Golescu Blvd, Sector 1, 8th floor,
Bucharest, 010873, Romania**

We have examined the Tender Documents, including Conditions of Contract, Employer's Requirements, Schedules, the attached Appendix, and Addenda Nos....., for the above named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of:

RON..... Excluding VAT
(state amount in numbers)

..... Excluding VAT
(state amount in words)

with a Value Added Tax of:

RON.....
(state amount in numbers)

.....
(state amount in words)

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Tender.

We agree to abide by this Tender until (*enter the date 90 days after the closing date for the receipt of Tenders*), and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practical after the Commencement Date, and complete the Works in accordance with the above named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

We confirm that we comply with the eligibility requirements as per Clause 3 Instructions to Tenderers.

Dated this _____ day of _____ 2008.

Signature _____ in the capacity of: _____.

Duly authorized to sign tenders for and behalf of: _____.

Address: _____.

Witness: _____.

Address: _____.

Occupation: _____.

Appendix to Tender

NAME AND NUMBER OF CONTRACT: _____

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted].

Item	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Romanian National Company of Motorways and National Roads 38 Dinicu Golescu Blvd 77113, 8 th Floor Bucharest, Romania
Contractor's name and address	1.1.2.3 & 1.3	<i>To be completed by the Tenderer</i>
Engineer's name and address	1.1.2.4 & 1.3	Hill International SA/ WYG International Ltd/ Roughton International Ltd. 17-19 Dr Iacob Felix Street, Sector 1, Bucharest, Romania Fax : +40 21 319 52 68 e-mail: to be notified
Time for Completion of the Works	1.1.3.3	730 days
Defects Notification Period	1.1.3.7	730 days
Electronic transmission systems	1.3	Facsimile
Governing Law	1.4	Romanian
Ruling language	1.4	English
Language for communications	1.4	English
Right of Access to the Site	2.1	<i>For land owned by the Employer at Commencement Date: Right of Access to and possession at such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 8.3 of the Conditions of Contract.</i> <i>For land not owned by the Employer at Commencement Date: Right of Access to and possession after the expropriation of the properties.</i>
Amount of Performance Security	4.2	10% of the Accepted Contract Amount in Lei (RON)

Item	Sub-Clause	Data
Limit of Subcontracting	4.4	35% of Accepted Contract Amount
Amount Withheld for Failure to Comply with Progress Report Requirements	4.21	RON 100,000 each event
Amount Withheld for Failure to Comply with Cleanliness Requirements	4.23	RON 100,000 each event
Amount Withheld for Failure to Comply with Traffic Management Requirements	4.25	RON 100,000 each event
Period for notifying unforeseeable errors and defects in the Employer's Requirements and items of reference	5.1	60 days after Commencement Date
Normal working hours	6.5	Monday to Saturday 07:00 to 18:00
Engineer's normal working hours	6.5	Monday to Friday 08:00 to 18:00
Schedule of Engineer's Rates	6.5	See Annex 2
Amount Withheld for Failure to Comply with Programme Requirements	8.3	RON 400,000 each event
Delay damages for the Works	8.7 & 14.15(b)	0.05% of the Contract Price per day (for interim purposes to be calculated as 0.05% of the Accepted Contract Amount)
Maximum amount of delay damages	8.7	15% of the Contract Price (for interim purposes to be calculated as 15% of the Accepted Contract Amount)
Adjustments for Changes in Cost	13.8	See Annex 1
Total advance payment	14.2	See Annex 3
Number and timing of instalments of advance payment	14.2	See Annex 3
Currencies and proportions of advance payment	14.2	Types and proportions of currencies in accordance with Sub-clause 14.15.
Start repayment of advance payment	14.2(a)	See Annex 3
Repayment amortisation of advance payment	14.2(b)	See Annex 3
Percentage of retention	14.3	5%

Item	Sub-Clause	Data
Limit of retention money	14.3	5% of the Contract Price (for interim purposes to be calculated as 5% of the Accepted Contract Amount)
Minimum amount of Interim Payment Certificates	14.6	Not applicable
Currencies of payment	14.15	_____ % RON (minimum 50%) _____ % EUR
Period for submission of evidence of insurances	18.1	14 days but in any case prior to the start of work at the Site
Period for submission of relevant policies	18.1	28 days
Amount withheld for failure to provide evidence of payment of insurance premiums	18.1	RON 100,000 each event
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Not applicable
Minimum amount of Third Party Insurance	18.3	RON 10,000,000
Minimum amount of Insurance for Design	18.5	5% of the Accepted Contract Amount
Period for the Insurance for Design to remain in force	18.5	Until 7 years after the issue of the Performance Certificate
Date by which DAB shall be appointed	20.2	Upon the occurrence of the first dispute
The DAB shall be	20.2	A DAB of one member.
Appointment if not agreed to be made by	20.3	The President of FIDIC or a person appointed by the President

Annex 1 to the Appendix to Tender: Tables of Adjustment Data*To be completed by the Tenderer*

Coefficients for Cost Adjustment Formula Local Currency (RON)			
Coefficient	Cost Element	Value Range	Value¹
a	Fixed	0.10	0.10
b	Labour	0.15 – 0.30	
c	Bitumen	0.05 – 0.20	
d	Fuel	0.10 – 0.25	
e	Aggregate	0.15 – 0.50	
Total			1.00

¹Tenderer to enter value from within applicable value range; total of values to equal 1.00.

Indices for Cost Adjustment Formula Local Currency (RON)				
Index	Cost Element	Source (Title/definition)	Value On Stated Date(s)²	Related Amount (RON)³
L	Labour	National Institute for Statistics Monthly Bulletin Table for: Average nominal salary, for the national economy, Construction industry, Gross average salary for the month in question.		
B	Bitumen	National Institute for Statistics “Statistic Bulletin of Prices” Table for: Industrial Production Indices for Domestic Market and Non-Domestic Market Sector: Crude petroleum processing (CAEN Rev. 1 Code 2320)		
F	Fuel	As above Sector: Petroleum processing, coal coking and treatment of nuclear fuels. (CAEN Rev.1 Code 23)		
A	Aggregate	As above Sector: Other extraction activities (CAEN Rev.1 Code 14)		
			Total	

² Tenderer to enter value and applicable date. These values and dates confirm the definition of each index but do not define the base date.

³ Tenderer to enter value of related amount in RON.

Coefficients for Cost Adjustment Formula Euro Currency (EUR)			
Coefficient	Cost Element	Value Range	Value
a	Fixed	0.10	0.10
b	All Elements	0.90	0.90
		Total	1.00

Indices for Cost Adjustment Formula Euro Currency (EUR)				
Index	Cost Element	Source (Title/definition)	Value On Stated Date(s)⁴	Related Amount (EUR)⁵
E	All Elements	Eurostat Harmonized Indices of Consumer Prices (HICP) – All Items Index (EU 27 Countries).		
			Total	

⁴ Tenderer to enter value and applicable date. These values and dates confirm the definition of each index but do not define the base date.

⁵ Tenderer to enter value of related amount in Euro

The source of Eurostat Harmonized Index of Consumer Prices (HICP) – All Items – Index – EU 27 countries is: http://epp.eurostat.ec.europa.eu/portal/page?_pageid=1996,39140985&_dad=portal&_schema=PORTAL&screen=detailref&language=en&product=EU_shorties&root=EU_shorties/shorties/euro_cp/cp000

Annex 2 to the Appendix to Tender: Schedule of Salaries

Engineer's Staff Overtime Rates	
The rates show the salary payable to the employee and all social charges, taxes, overheads and other costs whether payable by the employee or employer. The rates shown shall be increase by the standard multiples for overtime/weekend working in accordance with Romanian employment regulations when the employee is entitles to these increases.	
Grade	Hourly Rate (RON/hour)
Resident Engineers, Senior Contract Engineer, Senior QA Engineer, Senior Quantity Engineer:	390
Deputy Resident Engineers, Materials Engineers, Road and Bridge Engineers	98
Inspectors	90
Support Staff	58
Remuneration for the Engineer shall be adjusted every 12 months (and, the first time, with effect for the remuneration due in the 13 th month after the 1 st June 2008) by applying the following formula:	
$R_{fN}=R_{f0} \times I_{fN}/I_{f0}$	
Where:	
R_{fN} is the adjusted remuneration for month N,	
R_{f0} if the remuneration payable on the basis of the hourly rates set forth above,	
I_{fN} is the National Institute for Statistics Monthly Bulletin Table for Average nominal salary, for the national economy, Construction industry, Gross average salary applicable to month N for which the adjustment is to have effect, and	
I_{f0} is the National Institute for Statistics Monthly Bulletin Table for Average nominal salary, for the national economy, Construction industry, Gross average salary applicable to June 2008.	

Dated this _____ day of _____ 2008.

Signature _____ in the capacity of: _____.

Duly authorized to sign tenders for and behalf of: _____.

Annex 3 to the Appendix to Tender: Advance Payment Schedule

To be completed by the Tenderer

Payment and the method of repayment of an Advance Payment under Sub-Clause 14.2 of the Conditions of Contract shall accord with the law of the Country. A Tenderer shall indicate its desire for an Advance Payment together with its agreement to the terms of payment and repayment through completion of the following table. Advance Payments will be applicable and restricted to the related fiscal year (01 January to the following 31 December.) Repayment of an Advance Payment shall be completed by the end of each applicable fiscal year. The Tenderer shall decide and indicate in the table below the schedule of repayment of the respective Advance Payment.

The Value of an Advance Payment shall be based upon the estimated value of works the Tenderer envisages will be performed in any fiscal year as indicated in the Schedule of Payments, and shall be limited to a maximum of 30% of the estimated value of those works.

The method of repayment of the Advance Payment shall ensure that the total amount paid under the Contract at any date does not exceed 90% of the Contract Price established for the same date, unless and until the Advance Payment has been repaid in full.

The repayment of any Advance Payment shall take into account an amount that complements the escalation of prices effective during the period between issue and repayment. The value of this secondary amount, be it positive or negative, shall be calculated monthly on the basis of the outstanding amount of Advance Payment at the end of each month, times the related escalation factor derived from Sub-clause 13.8 of the Conditions of Contract. This secondary amount shall effect an additional repayment where the the escalation factor from Sub-Clause 13.8 is positive and a reduction in the amount of repayment when the escalation factor is negative.

Separate Advance Payment Guarantees shall be provided for each Advance Payment. These guarantees shall be executed and administered in accordance with the provisions of Sub-Clause 14.2 of the Conditions of Contract.

For information purposes the Tenderer should consider that the Commencement Date will be:

01 October 2008

Fiscal Year	Proposed Advance Payment as Percentage of Estimated Cost of Works to be performed %	Tenderer's Required Schedule of Repayment (Full repayment to be effected by the end of the related fiscal year)
2008		
2009		
2010		
2011		

If no Advance Payment is required then the Tenderer should indicate same by inserting "none" in the second column above.

Letter of Discount

NAME AND NUMBER OF CONTRACT: _____

**To: Romanian National Company of Motorways and National Roads
No. 38 Dinicu Golescu Blvd, Sector 1, 8th floor,
Bucharest, 010873, Romania**

We, the undersigned, offer an unconditional discount to the Contract Price of the above-named Works of _____% (if no discount offered enter nil).

We, the undersigned, offer a discount to the Contract Price of the above-named Works of _____% (if no discount offered enter nil) under the following conditions: (List applicable conditions)

We agree that:

1. discounts are to be applied to the Contract Price as arithmetically corrected by you in accordance with Sub-Clause 29 of the Instructions to Tenderers;
2. should we offer both discounts, the sum of the two discounts shall be taken as the overall discount and there shall be no compounding effect of the discounts;
3. our discount(s) is to be uniformly applied to the Lump Sum and all amounts stated in the Schedule of Prices but excluding Provisional Sums;
4. the corrected and discounted Schedule of Prices shall be incorporated into the Contract as the Schedule of Prices and shall be used to value all works and variations, as provided by the Contract.

Dated this _____ day of _____ 20_____.

Signature _____ in the capacity of: _____.

Duly authorized to sign tenders for and behalf of: _____.

Address: _____.

Witness: _____.

Address: _____.

Occupation: _____.

Form of Tender Security (Bank Guarantee)

WHEREAS, [name of Tenderer] (hereinafter called “the Tenderer”) has submitted his Tender dated [date] for the design and execution of _____ (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that We [name of Bank] of [name of country] having our registered office at [address] (hereinafter called “the Bank”) are bound unto Romanian National Company of Motorways and National Roads, Ministry of Transports, Constructions and Tourism of Romania (38, Dinicu Golescu, 010873 Bucharest 1) (hereinafter called “the Employer”) in the sum of [amount]¹ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this [date]__ day of [month]_____ 2008.

THE CONDITIONS of this obligation are:

- (1) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Letter of Tender; or
- (2) if the Tenderer refuses to accept the correction of errors in his Tender; or
- (3) if the Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of expiration of the Tender Validity, as stated in the Instructions to Tenderers, or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

[Signature, name, and address]

¹ The amount of the guarantee should be the same as shown in Clause 17.1 of the Tender Data. The attention of joint venture tenderers is drawn to Clause 17.3 of the Instructions to Tenderers.

Tender Submission Forms

The following forms are to be filled in by the Tenderer as part of its tender.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 1. Declaration of Eligibility and Qualification

The Tenderer shall submit:

- *A completed and signed statement confirming that all original prequalification information, when read with the updated information stated below, remains essentially correct as of the date of the tender submission.*
- *A summary highlighting any changes to the original prequalification information and attach the appropriate updated Forms and evidence required by the Prequalification Document for the Procurement of Works, Lot B: November 2007.*
- *A declaration regarding the Tenderer’s fiscal and legal status.*

The undersigned declare that the statements made and the information provided in the original prequalification application are complete, true, and are essentially correct as of the date of the tender submission except for the information listed below:

[Tenderer shall list here all changes. If there are no changes, state “None”]

.....
.....
.....
.....
.....
.....

Attached to this form are updated prequalification forms and evidence which the undersigned declare are complete, true, and are essentially correct as of the date of the tender submission.

Further, the undersigned declare:

- They are not bankrupt or being wound up, are not having their affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities and are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They are not the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
- They have fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
- They have fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
- They are not guilty of serious misrepresentation in supplying information required by the RNCMNR as a condition of participation in an invitation to tender or contract;

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

- They have not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the RNCMNR.
- They fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in their exclusion from this and other contracts concluded with RNCMNR.

Dated this _____ day of _____ 2008.

Signature _____ in the capacity of: _____.

Duly authorized to sign tenders for and behalf of: _____.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 2. Power of Attorney

The Tenderer shall attach to this form a Power of Attorney authorising its empowered representative to submit the Tender and to commit the Tenderer to a contract.

The Power of Attorney must give the name, address and capacity of the person so empowered and must be signed and dated by a person duly authorised by the Tenderer.

Minutes of board meetings or other documents authorising the signatory of the Power of Attorney must be attached.

The person who grants the Power of Attorney must be duly authorised to do so and the Tenderer must provide written evidence of this.

If the Original Power of Attorney is drafted in a language other than English, Tenderers are required to attach also the authorized English translation.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 3. Joint Venture Agreement

In the case of a tender submitted by a joint venture of two or more firms as partners, the Tenderer shall attach here a Joint Venture Agreement or (where applicable) a Letter of Intent in accordance with Instructions to Tenderers and Tender Data Clause 5.2.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 4. Work Commitments

The Tenderer shall provide information on all projects in progress and all projects anticipated, including those where the company may have received a letter of intent but a formal contract has not yet been awarded.

The following information shall be provided for each project:

Name of Employer	Name of Project	Brief description of Work	Location of Work	Value of Contract excluding VAT*	Value completed and certified to date*	% of participation in the project by the Applicant	Value of works scheduled to be undertaken in 2008*	Value of works scheduled to be undertaken in 2009*	Scheduled date of Completion of works

*In the currency of the contract but indicating also the equivalent amount in EURO determined by using the average annual official exchange rate.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 5. Technical Proposal (Contractor's Proposal)

The Tenderer shall submit with this form documentary evidence explaining the Tenderer's technical proposals, including the parameters to be used in design, standards to be used, and principal materials to be incorporated in the Works. This should include:

Mandatory Requirements

Under this heading, the Tenderer shall include a statement to the effect that the Tenderer's Technical Proposal fully adopts the Mandatory Requirements stated in the Employer's Requirements.

Provisional Requirements

The Tenderer shall include technical proposals covering aspects of the works not covered by the Mandatory Requirements. As a minimum, a separate technical explanation shall be submitted for each of the following aspects of the Permanent Works:

- *road embankment (earthworks)*
- *road alignment*
- *road pavement*
- *road drainage*
- *bridge arrangement proposals including foundations, finishes, and proposed materials*
- *guardrails and parapets*
- *road lighting*
- *signing, road marking and road safety measures including areas with traffic calming.*

Each technical explanation shall be structured in the following way. Each technical explanation should not exceed four A4 pages and four A3 drawings:

<u>Provisional Requirement:</u> <u>[State element of Works]</u>
<i>A brief description of the proposal</i>
<i>Location(s) where the proposal is to be applied</i>
<i>Reasons for the technical solution proposed and an explanation of how the solution will deliver the same benefit to the Employer (in terms of performance, durability and functionality) as the solution indicated on the Employer's Drawings</i>
<i>Principal Codes, Norms and Standards to be used</i>
<i>Principal materials to be used</i>
<i>Drawings outlining the technical solution (no larger than A3 size) indicating the principal features of the proposal and where they are to be applied.</i>

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 6. Errors Identified In The Employer's Requirements (Contractor's Proposal)

The Tenderer shall submit details of any errors identified in the Employer's Requirements which would be an exception to the statement in the Letter of Tender which would otherwise state that the Tenderer will execute the Works in conformity with the Tender documents.

Note: Tenderers should also notify the Employer of any potential errors prior to the deadline for submissions and request clarification.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 7. Subcontractors (Contractor's Proposal)

The Tenderer shall submit details of subcontractors proposed by the Tenderer.

The Tenderer shall include details of all major works or services that it proposes to subcontract (subject to the limitations described in the Appendix to Tender) describing the parts of the works which will be subcontracted, the estimated value of these parts and full details of the subcontractors it intends to use. Their participation should be confirmed by a letter of intent or similar documentary evidence.

The Tenderer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of sub-clause 3.1, and that any works or services to be provided by the subcontractor comply with the tender documents.

The Employer reserves the right to accept or reject any proposed subcontractor. Should a supplier or subcontractor be determined to be unacceptable, the Tenderer will not be rejected, but will be required to substitute an acceptable supplier or subcontractor without any change to the Tender Price.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 8. Management, Methodology & Material Supplies

The Tenderer shall submit information that explains the Tenderer's proposed methodology and clearly demonstrates their compliance with the Employer's Requirements and other tender documents.

The documents shall individually address all the items listed below with separate sections covering each point. Drawings (no larger than A3 size) may be included where this would complement the written part. Detailed technical explanations and calculations (except where specifically requested) are not required.

The Tenderer's submission shall provide information on its proposed construction management, methodology and material supplies, as follows:

- (a) management organisational chart identifying the specific responsibilities of the Contractor, designers, partners, Subcontractors and key personnel;*
- (b) the location of the Tenderer's site offices and Engineer's offices, plant, fabrication yards, laboratory etc.;*
- (c) the Tenderer's proposed health and safety plan;*
- (d) the Tenderer's quality assurance plan;*
- (e) a detailed description of the procurement of utility works;*
- (f) a detailed description of the land acquisition procedures;*
- (g) details of principle methods, plant and equipment to be used for the major construction activities showing the type, number, production rates and source of the plant proposed for each operation, and covering, at least, the following:*
 - asphalt works;*
 - concrete works;*
 - piling;*
 - earthworks;*
 - utilities diversions;*
 - traffic management.*
- (h) the proposed suppliers, sources of supply, and any critical delivery date items of the principal materials for the Works, and covering, at least, the following:*
 - cement and aggregates for concrete*
 - earthworks materials, including the sources of all quarries, borrow pits, and spoil areas*
 - road pavement bitumen and aggregates*
 - pipes and culverts*

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

The following table shall be used for presenting the information on materials.

Material	Element of work	Approximate value	Source /Country of Origin	Name and Address of the Supplier

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 9. Programme For Design & Construction

The Tenderer shall include in this section information that explains the Tenderer's proposed programme and clearly demonstrates compliance with the Employer's Requirements and other tender documents.

The Tenderer's submission shall provide details of its proposed programme for design and construction of the Works. The programme shall be consistent with the completed Schedules.

The programme shall be provided in the form of a critical path network with all principal activities defined by duration and early start, early finish. A colour coding scheme shall be used to highlight the critical path.

The programme shall include inter alia: all dates and times specified in the Contract; the order and timing of the design, check, design verification, review, Authorisation for Construction, Temporary and Permanent Work; land acquisition, the quantities of Temporary and Permanent Work expected to be constructed each month; the resources (plant, equipment, labour etc.) required each month to produce these quantities of work; land acquisition procedures; all utilities work, the milestones stated in the Schedules, the relationship between activities; the critical path; the date by which the Contractor requires any information or anything else the Employer is required to provide to the Contractor.

In preparing the Programme of Work the Tenderer shall take note of prevailing climatic conditions and the requirement to prepare land acquisition documents, designs and obtain permits and authorisations prior to construction.

NAME OF TENDERER: _____

NAME AND NUMBER OF CONTRACT: _____

Form 10. Cash Flow Projection

The Tenderer shall detail its projected cash flow, taking into account advance, materials on site etc., as per format below: The projection shall be consistent with the Schedules.

Month	Value of Work [RON]	Advance Payment [RON]	Advance Repayment [RON]	PAYMENTS TO CONTRACTOR	
				Monthly Total [RON]	Cumulated Value [RON]
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26-48					
TOTAL					