TENDER DOCUMENT FOR DESIGN

PROCUREMENT, CONSTRUCTION AND ASSEMBLY OF ROAD AND ROAD FACILITY CONSTRUCTION WORKS, AND FINANCING (EPC+F) OF THE “FIRST RING ROAD” PROJECT

Tender name:	Design procurement, construction and assembly of road and road facility construction works, and financing (EPC+F) of the “First Ring Road” project
Tender reference number:	НХОГ/20250101007

SECTION I. INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

1. Scope of Tender

1.1. 1.1. The Employer, as specified in the Tender Data Sheet, organizes the Tender for the procurement of the Works and associated services described in Section III (hereinafter referred to as the “**Works**”) under the Law on the Purchase of Goods, Works and Services with State and Local Property Funds (hereinafter referred to as the “**Law**”). The Tender name and number shall be indicated in the Tender Data Sheet.

1.2. In case the Tender has a lot, it shall be specified in the Tender Data Sheet.

1.3. In accordance with Article 32.5 of the Law, a pre-organized Tender shall be specified in the Tender Data Sheet.

2. Source of funds and budget

2.1. The Tender Data Sheet should include information on the total funding source and the approved budget for the Tender and for each lot.

3. Procurement legislation

3.1. The procurement process must adhere to the Law, as outlined in Article 2.1 of the Law which outlines the regulations on the purchase of products and services with state and local property funds.

4. Electronic procurement system

4.1. The Tender shall be conducted through the electronic procurement system (www.tender.gov.mn), hereinafter referred to as an “Electronic System”, in accordance with the “Regulation on Organizing Electronic Procurement and Ensuring its Continuous and Safe Procedure” approved by the Minister of Finance.

5. Avoiding corruption and conflicts of interest

5.1. The Procuring Entity, interested parties, tenderers, and the employees and officials specified in Article 52.1 of the law shall notify the relevant official or competent law enforcement authorities in accordance with the applicable legislation regarding any acts or omissions prohibited under the Anti-Corruption Law, the Law on Regulation of Public and Private Interests in Public Service and Prevention of Conflict of Interest, the Competition Law, the Criminal Code, and the Law on Infringements.

5.2. Any person subject to the prohibitions and restrictions set forth in Articles 20, 20[1], and 21 of the Law on Regulation of Public and Private Interests in Public Service and Prevention of Conflict of Interest shall not be eligible to participate in the tender process.

6. Interested Party and Tenderer

6.1. The Tenderer shall submit its tender in accordance with Article 6 of the Law.

6.2. The Tenderer must not be subject to any of the conditions specified in Article 7.1 of the Law and shall meet the general eligibility requirements.

6.3. Entities that are subject to trade sanctions or are in violation of Mongolia’s international treaties shall not be eligible to submit a tender.

6.4. Any business entity expressing interest in participating in the tender must pay the service fee specified in Article 22.10 of the Law.

6.5. The service fee specified in Clause 6.4 of the Instructions to Tenderers (ITT) shall not be refundable under any circumstances.

6.6. A foreign entity participating in the tender shall submit information regarding its ultimate beneficial owner, as registered under the laws of its country of incorporation.

6.7. For legal entities established under the laws of Mongolia, information on the ultimate beneficial owner shall be based on the records registered in accordance with the Law on State Registration of Legal Entities.

7. Joint venture and Subcontracting Agreement

7.1. Joint venture agreements and subcontracting agreements submitted for the Tender shall meet the requirements specified in Article 6 of the Law.

7.2. If the subcontracting agreement violates Article 6.4 of the Law, the Employer shall not take into account the subcontracting agreement and documents related to the subcontractor during the Tender review.

7.3. Participation as a joint venture or a subcontractor shall be confirmed by the joint venture member or the subcontractor through the Electronic System.

7.4. ITT 7.3 does not apply to the entry of a foreign individual as a member of the joint venture or as a subcontractor.

7.5. If the period registered in the list of individuals with restricted participation in the Tender has not expired, the joint venture member or the subcontractor shall not be considered as meeting the general requirements.

7.6. The contract specified in ITT Clause 7.1 shall clearly define the scope of work (e.g., quantity, etc.) to be performed by each partner and subcontractor, along with the corresponding contract value.

B. CONTENTS

8. Tender Document

8.1. The tender documents shall consist of the following sections and any amendments or modifications thereto:

Section I. Instructions to Tenderers
Section II. Data Sheet
Section III. Technical Specifications and Requirements
Section IV. Tender Evaluation Criteria
Section V. Standard Tender Forms
Section VI. Conditions of Contract

8.2. The Procuring Entity shall follow the Conditions of Contract specified in Section VI when concluding a contract with the successful tenderer as a result of the tender process.

8.3. Depending on the specific nature of the works to be performed, if there is a need to define the contract conditions differently from those stated in Section VI, the Procuring Entity

may do so by stating the justification and ensuring compliance with Article 39.3 of the Law on Procurement.

8.4. The interested party shall study the ITT, the Data Sheet, the specified requirements and evaluation criteria, the Conditions of Contract, the standard tender forms, the technical specifications, and any amendments thereto, as well as the referenced laws, regulations, and guidelines, and shall prepare the tender in compliance with them.

9. Clarification of Tender Documents

9.1. If an interested party needs to request clarification regarding any matter specified in the bidding documents, they may submit such a request to the Procuring Entity at the address indicated in the Data Sheet, in accordance with Article 19 of the Law.

9.2. The request specified in ITT Clause 9.1 shall be accompanied by documentation proving that the requester is an interested party as defined in ITT Clause 6.4.

9.3. If, based on the clarification, it is deemed necessary to make amendments or modifications to the bidding documents, the Procuring Entity shall make a decision in accordance with Article 20.6 of the Law.

10. Pre-Tender meeting

10.1. If a meeting (or site visit) is to be organized in accordance with Article 19.4 of the Law, it shall be indicated in the Data Sheet.

10.2. The meeting shall be attended by the interested party specified in ITT Clause 6.4 or its representative.

10.3. Failure to attend the meeting specified in ITT Clause 10.1 shall not be a basis for restricting the business entity's right to participate in the tender.

C. PREPARATION OF TENDERS

11. Language of the Tender Documents and Tender

11.1. Regardless of whether the invitation for bids, bidding documents, and notices are published in a foreign language in parallel, the bidding documents, all official correspondence and communications related to the tender, and the tender submitted by the tenderer shall be in the Mongolian language. If the tender or any part of it is prepared in a foreign language, the tenderer must provide a translation thereof.

11.2. For tenders for works financed exclusively by foreign countries or international organizations through loans or aid, the language specified in ITB Clause 11.1 may be indicated differently in the Data Sheet, based on Mongolia’s international treaties.

11.3. In the event of any discrepancy between the Mongolian version and a foreign language version of the bidding documents, the version prepared in the language specified in ITB Clause 11.1 shall prevail.

11.4. The Procuring Entity may use the translation of any document submitted in a language other than that specified in ITB Clause 11.1 for the purposes of review and evaluation. However, the tenderer shall be solely responsible for the

accuracy and consistency of the translation, regardless of whether it was translated by the tenderer or by a third party.

12. Documents comprising the Tender

12.1. The tender shall consist of a technical and financial proposal prepared in accordance with Article 21.1 of the Law.

12.2. The tender to be prepared and submitted by the bidder shall include the following documents and information:

12.2.1. Forms prepared in accordance with Article 13 of the Tender Document;

12.2.2. If the tender is certified by a person other than the one authorized to represent the bidder without a power of attorney, a power of attorney issued in accordance with the relevant legislation must be submitted (in the case of a foreign entity, documentary evidence must be provided to prove the authority of the representative without a power of attorney);

12.2.3. If allowed in the data table, an alternative proposal prepared in accordance with Article 14 of the Tender Document;

12.2.4. Documents proving that the bidder meets the general requirements specified in Article 15 of the Tender Document;

12.2.5. Documents proving that the proposed work complies with the requirements specified in Article 16 of the Tender Document;

12.2.6. Documents proving that the bidder's capacity and experience meet the requirements and evaluation criteria specified in Articles 17, 18, and 19 of the Tender Document;

12.2.7. The work budget as specified in Article 20 of the Tender Document;

12.2.8. If applicable, relevant explanations as specified in Article 20.8 of the Tender Document;

12.2.9. If the bidder is a consortium or involves subcontractors, the relevant agreements.

12.3. The bidder is responsible for verifying the validity of all documents and information in the tender and shall be liable to the Client for their accuracy.

12.4. The bidder shall submit the tender upon providing a tender guarantee and paying the service fee in accordance with Articles 22.7 and 22.10 of the Law.

13. Standard Tender forms

13.1. The bidder shall submit the information required in the forms of Section V of the Tender Documents through the electronic system using the format specified in Article 21.1.3 of the Law.

14. Alternative Tenders

14.1. If specified in the data sheet, the bidder may submit an alternative proposal in accordance with Article 11.10 of the Law.

15. Documentation for verifying compliance with general requirements

15.1. The bidder shall submit the declaration specified in Article 7.2 of the Law using Form 1 in Section V.

15.2. If specified in the data sheet, documents related to verifying compliance with the general requirements stated in Article 7.1 of the Law shall be submitted.

15.3. A foreign entity shall submit the following documents, or equivalent documents, issued by the competent government authority of the country where it is established or resides:

15.3.1. If a legal entity, a certificate of incorporation and a document identifying the person authorized to represent the entity without a power of attorney;

15.3.2. If a foreign citizen or stateless person, a passport or a substitute document.

15.3.3. A certificate proving that the bidder has no overdue tax liabilities under the laws of the relevant country as of the date following the announcement of the tender, and related documents specified in Clause 15.2 of the ITT.

15.4. For the purpose of verifying the bidder's compliance with the general requirements, the Client shall not require submission of documents other than those specified in Clauses 15.2 and 15.3 of the Tender Document. Any additional necessary conditions shall be verified based on the bidder's submitted declaration and the information specified in Article 15.2 of the Law.

16. Documents demonstrating that the proposed Works meet the requirements

16.1. Evidence proving that the proposed work complies with the technical specifications and requirements stated in Section III shall be submitted in the tender, as specified in the data sheet.

16.2. The evidence may include documents that indicate the actual technical and performance characteristics matching the technical specifications of the work to be performed, such as publications, designs, drawings, or official manufacturer websites, allowing for verification.

16.3. If any item specified in Section III of the technical specifications is missing or deviates, an explanation shall be submitted.

16.4. If the work to be executed includes accompanying goods, the data sheet under Clause 16.1 of the Tender Document may require submission of documents proving compliance with the technical specifications.

16.5. In accordance with Article 8.5 of the Law, Margin of Preference shall be granted to tenders proposing to use domestic goods for the execution of works, based on submission of documentary evidence proving that the goods are of Mongolian origin. This shall be evaluated in accordance with the methodology and guidelines for granting preferential treatment approved by the Minister of Finance. If the goods of Mongolian origin are not specified in the work budget, or if supporting documents proving origin are not submitted,

preferential treatment shall not be granted.

17. Competency and experience requirements

17.1. The Client shall specify in the data sheet the minimum requirements and evaluation criteria to be met in terms of financial and technical capacity and experience, in compliance with Article 15 of the Law.

17.2. A joint venture must collectively meet all the minimum requirements and evaluation criteria specified in Clause 17.1 of the Tender Document, regardless of the number of members.

17.3. If the data sheet specifies criteria related to annual turnover and the value of contracts for similar work as per Clause 17.1 of the Tender Document, the member authorized to represent the joint venture shall meet at least 40% of the requirement, and each member shall individually meet at least 25%.

17.4. If permits or certificates required for the execution of the work or for the supply of accompanying goods are necessary, they shall be specified in the data sheet. If the Client requires a single permit or certificate for the relevant work or supply of goods, each member of the joint venture must individually meet this requirement. If multiple permits or certificates are required, the joint venture members must collectively meet the full requirement.

17.5. The subcontractor shall submit documentary evidence in the tender proving that it meets the relevant portion of the requirements and evaluation criteria specified in this clause.

17.6. If the Client requires the bidder or a member of its joint venture to submit information on contracts currently being implemented or for which implementation rights have been granted, it shall be specified in the data sheet.

18. Documents of establishing the financial qualifications

18.1. If the Client requires submission of evidence to demonstrate compliance with financial capacity requirements, it shall be specified in the data sheet within the scope of Articles 16.2, 16.4, and 16.5 of the Law. The applicable period of the financial statements to be used as the basis for evaluating the bidder’s financial capacity shall also be indicated in the data sheet.

18.2. Only statements issued by the bidder’s banking institution regarding account information and balances shall be considered in assessing the bidder’s financial capacity. Statements from other banks or financial institutions shall not be considered. The Client shall not require the banking institution to provide any additional confirmations beyond what is stated herein.

18.3. If specified in Clause 18.1 of the Tender Document in the data sheet, a legal entity established under the laws of Mongolia must submit a credit report—obtained through the electronic system—from the entity specified in Article 4.1.5 of the Law on Credit Information, verifying whether it has any overdue loan liabilities as of the date following the tender announcement. The Client shall not require a separate credit report from a bank or

financial institution regarding this matter.

19. Documents of technical competency and experience requirements

19.1. If the Client requires submission of evidence demonstrating compliance with technical capacity and experience requirements, such requirement shall be specified in the data sheet in accordance with the documents outlined in Articles 17.2.1, 17.2.3, 17.2.4, and 17.4 of the Law.

20. Tender prices and discounts

20.1. The price and any price discount proposed by the bidder shall comply with the requirements specified in this clause.

20.2. The bidder shall submit a work budget as part of the tender. If required by applicable law, the cost estimate submitted in the tender must be based on approved norms and standards issued by a competent authority, and the unit and total prices for each item must be certified by an authorized person.

20.3. If the bidder offers a price discount, it shall be stated in the tender submission form specified in Clause 13.1 of the ITT.

20.4. In accordance with Clause 20.3 of the Tender Document, the price after applying the discount shall be considered the tender price.

20.5. Regardless of whether it is separately indicated in the work budget, the costs specified in Article 27.13 of the Law shall be considered as included in the tender price.

20.6. Unless otherwise specified in the Law or the data sheet, the price proposed by the bidder shall remain fixed during the contract implementation period and shall not be subject to adjustment. A tender proposing a price subject to adjustment shall be considered non-compliant. If price adjustment is allowed in the data sheet, a tender proposing a fixed price shall not be grounds for rejection, and the price adjustment shall be deemed zero during contract execution.

20.7. If the total amount in the budget specified in Clause 20.2 of the Tender Document contains no arithmetic errors but differs from the price indicated in Form 1 of Section V, the total budget amount shall be considered the proposed price.

20.8. In the event described in Article 21.5 of the Law, if the bidder’s tender price is less than 80 percent of the estimated cost, the bidder shall submit a reasonable explanation in the tender justifying that such a price will not negatively impact the scope, quality, or performance of the work.

21. Tender currency

21.1. Unless otherwise provided in the international treaties or laws of Mongolia, the tender price shall be expressed in the national currency in accordance with Articles 4.1 and 4.2 of the Law on Payments in National Currency.

21.2. Pursuant to an international treaty of Mongolia or based on a permit issued by the Bank of Mongolia under Article 4.1 of the Law on Payments in National Currency, the currency of the tender specified in Clause 21.1 of the ITT may be stated otherwise in the data sheet.

22. Period of validity of Tenders

22.1. In accordance with Article 21.1.1 of the Law, the bidder shall indicate in the tender submission form that the validity

period of the tender shall be no less than 30 working days from the date of tender opening.

22.2. If the bidder extends the tender validity period, the validity of the tender guarantee specified in Clause 23 of the ITT shall also be extended accordingly, and both the bidder and the guarantor shall be responsible for ensuring the extension in accordance with the terms of the tender guarantee.

22.3. In accordance with Article 32.5 of the Law, if the tender is conducted in advance, the tenderer’s tender validity period shall remain effective until the contract is concluded after the source of financing for the procurement is confirmed.

23. Tender Security

23.1. In the case specified in Article 14.1 of the Law, the Client shall require submission of a tender guarantee equivalent to 0.5 percent of the estimated cost, in accordance with the “Procedure for Issuing and Forfeiting Guarantees in Procurement Activities” approved by the Minister of Finance. This requirement shall be specified in the data sheet.

23.2. If the tender is divided into lots, the tender guarantee shall be submitted for each lot in accordance with Clause 23.1 of the ITT.

23.3. In the case of a joint venture, the member authorized to represent the joint venture shall submit the tender guarantee.

D. SUBMISSION OPENING OF TENDERS AND OPENING OF TENDERS

24. Confirmation and submission of the Tender

24.1. The tender shall be submitted through the electronic system and authenticated in accordance with Article 22.1 of the Law. If a tender security is required, it shall be submitted in accordance with Clause 23 of the ITT.

24.2. As specified in Clause 24.1 of the ITT, if the person certifying the tender is authorized to represent the bidder without a power of attorney, submission of a power of attorney is not required.

24.3. If the person authorized to represent the bidder without a power of attorney certifies the tender using a digital signature, the forms specified in Section V shall be deemed authenticated with a stamp or seal, as per Clause 24.1 of the Tender Document. In this case, no power of attorney or official stamp/seal shall be required for form authentication.

24.4. If the bidder submits information that constitutes sensitive personal data as defined in Article 22.5 of the Law without disclosing it publicly, the declaration specified in Article 22.6.3 of the Law must be submitted using Form 7 of Section V without marking it as confidential.

24.5. Documents and information specified in Article 22.6 of the Law must be disclosed and submitted. The provisions of Clause 24.4 of the ITT shall not apply to these documents. The Client may specify in the data sheet any additional documents to be disclosed for the tender process. If such documents contain sensitive personal information, the bidder must obtain the consent of the data subject prior to submission.

25. Deadline for submission of Tenders, opening of Tenders

25.1. The tender submission deadline shall be specified in the data sheet. The date and time shall be determined based on the server time of the electronic system.

25.2. The Client shall conduct the tender opening through the electronic system at the date and time specified in the data sheet. The bidder or its authorized representative has the right to attend the tender opening.

E. DECISION OF THE EMPLOYER

26. Clarification of Tenders

26.1. If the Client seeks clarification regarding the tender, it shall follow the procedure outlined in Article 25 of the Law.

27. Review of tender compliance with the specified requirements

27.1. During the review of the tender, the procedure specified in Article 26 of the Law shall be followed, based on the completeness requirements stated in Clause 12 of the ITT, information received from relevant databases, and any clarifications, explanations, models, or samples submitted by the bidder regarding the bidder and its tender.

28. Evaluation of Tenders

28.1. The Client shall evaluate and compare tenders in accordance with Article 27 of the Law.

28.2. Unless otherwise specified in the data sheet, the main criterion for tender evaluation shall be the comparative price.

29. Correction of arithmetical errors

29.1. Any arithmetic errors in the tender price shall be corrected in accordance with the "Methodology and Guidelines for Tender Evaluation and Granting of Margin of preference " approved by the Minister of Finance.

29.2. In accordance with Clause 29.1 of the ITT, the bidder shall be notified of any arithmetic corrections made.

30. Margin of preference

30.1. For tenders that propose to perform the work, the Client shall make hypothetical deductions based on the information and documents specified in the data sheet, in accordance with Articles 8.5, 8.6, and 8.7 of the Law and the relevant methodology and guidelines.

30.2. If the supporting documents specified in Clause 30.1 of the Tender Document are not submitted, preferential treatment shall not be granted; however, this shall not serve as grounds for rejecting the bidder's tender.

30.3. A contractor who was awarded the contract with preferential treatment must fulfill the conditions under which such treatment was granted. Failure to do so may result in disqualification from participating in future tenders.

31. Evaluation criteria

31.1. If specified in the data sheet, the evaluation criteria outlined in Section IV shall be monetized, and the comparative price shall be hypothetically increased accordingly.

32. Determination of the comparable price of Tenders

32.1. The "Methodology and Guidelines for Tender Evaluation and Granting of Margin of preference " approved by the Minister of Finance shall be followed when determining the comparative price of the tenders.

32.2. If an alternative proposal has been submitted in accordance with Clause 14.1 of the ITT, and it is evaluated as

the "most advantageous," such alternative proposal shall be reviewed and evaluated in the same manner as the base tender.

32.3. In accordance with Clause 32.2 of the Tender Document, the procedure used to evaluate the base tender shall also apply to the review and evaluation of the alternative tender proposal.

33. Tender ranking

33.1. The Client shall follow the provisions set out in Article 27.5 of the Law when ranking the tenders.

34. Reassessment of the Tenderer's capacity

34.1. The Client shall re-verify whether a bidder who has submitted the most advantageous tenders for multiple lots has the capacity to fulfill the contractual obligations for all such lots.

34.2. In accordance with Clause 34.1 of the ITT, the re-verification shall be based solely on the documents and information used during the initial evaluation of the tender and shall focus on whether the bidder meets the financial capacity requirements under Clause 18 and the technical capacity and experience requirements under Clause 19 of the ITT.

34.3. Based on the re-verification of the bidder's capacity in accordance with Clause 34.2 of the ITT, the right to enter into a contract shall be granted pursuant to Article 27.10 of the Law.

E. DECISION SUBMISSION AND CONTRACT SIGNING

35. Submission of Decision

35.1. The Client shall make a decision in accordance with Article 28 of the Law and notify the bidders.

36. Performance Security

36.1. In the case specified under Article 42.1 of the Law, the bidder awarded the contract shall submit a performance guarantee equal to three percent of the amount to be financed during the fiscal year, within the period specified by the Client.

36.2. The performance guarantee shall be issued in accordance with the "Procedure for Issuing and Forfeiting Guarantees in Procurement Activities" approved by the Minister of Finance.

37. Advance payment

37.1. If an advance payment is required to prepare for the execution of the work, the percentage of the advance payment shall be specified by the Client in the data sheet.

37.2. The amount of advance payment for projects and activities financed by the state investment budget shall be determined in accordance with the relevant procedures.

37.3. The Contractor shall obtain an advance payment guarantee in an amount not less than the advance amount specified in Clause 37.1 of the ITT, in accordance with the "Procedure for Issuing and Forfeiting Guarantees in Procurement Activities" approved by the Minister of Finance.

38. Authenticate the contract through signature

38.1. The Client shall complete the contract confirmation form specified in Clause 8.2 of the Tender Document, in accordance with the instructions provided therein, and deliver the finalized version to the bidder.

38.2. The selected tenderer shall sign and certify the contract submitted in accordance with Clause 38.1 of the ITT and deliver

it to the Client within the period specified by the Client.

SECTION II. TENDER DATA SHEET

Provisions of the ITT	A. GENERAL
ITT 1.1	Employer: **Investment Department of the Capital City**
ITT 1.1	Tender name: **Design, Procurement, Road and Road Facility Construction Works, and Financing (EPC+F) of the 'First Ring Road**
ITT 1.1	Tender reference number: НХОГ/20250101007
ITT 1.2	The Tender consists of the lots with the following names and numbers: **None**
ITT 1.3	Whether the Tender is pre-organized: **No**
ITT 2.1	Source of funds: *With the **Sovereign guarantee of the Government of Mongolia,** the foreign loan proposed by the Tenderer **under EPC+F conditions** will finance **85% of the total contract price,** amounting to **2,790,523,315,705.51 MNT.** The Client will finance the **remaining 15%** from domestic sources, amounting to **492,445,291,006.85 MNT.***
ITT 2.1	The total amount of budget: **3,282,968,606,712.36 MNT** (Three trillion two hundred eighty-two billion nine hundred sixty-eight million six hundred six thousand seven hundred twelve point three six) Of which: EPC verified budget: **2,756,741,263,209.36 MNT** Land acquisition budget: **526,227,343,503.00 MNT (to be transferred to the Client)**
ITT 8.3	The General Conditions, Particular Conditions, and relevant Annexes of the *Conditions of Contract for EPC/Turnkey Projects (2017)*, which is the standard form of the International Federation of Consulting Engineers (FIDIC), shall be applied. The Conditions of Contract for the Works may be viewed in the "Feasibility Study" section of the State Procurement Electronic System at www.tender.gov.mn. Note: Please read carefully. (Pursuant to Government Resolution No. 78 of February 12, 2025, on the application of the standard contract conditions of the Government of Mongolia).
ITT 8.3	The content of the Financing Agreement may be reviewed in Section 6.2 of the "Feasibility Study" section of the State Procurement Electronic System at www.tender.gov.mn, and the provisions stated in the Financing Agreement shall be incorporated. The draft agreement shall be attached to the Tender.
	B. CONTENTS
ITT 9.1	Address for clarification on Tender documents: Recipient's name: **Road and Road Facility Project Implementation Unit** Address: *Room 201, 2nd floor, Block G, Cultural center, 8th khoroo, Sukhbaatar district, Ulaanbaatar 17100, Mongolia* Phone number: +976-7000 1937, +976-7000 1936

	Email address: *info@ipiu.mn*, *info@ub-procurement.mn*, *davaadalai.t@ulaanbaatar.mn*, *altansuvd.b@ipiu.mn*
ITT 10.1	Whether a pre-tender meeting will take place or not: **Yes** The meeting will be held on October 03, 2025, at 14:00 *(Mongolia, Ulaanbaatar time, UTC +8)* at the Capital City Administration Building, Block "B", 2nd floor, Room 205. Tenderers may attend the meeting in person or participate online. For those attending online, the meeting link will be sent by email 24 hours in advance.
C. PREPARATION OF TENDERS	
ITT 11.1	The Tender shall be submitted in Mongolian. It may also be submitted in English. The Tender shall be submitted in the Mongolian language. An additional version in English may also be submitted. Irrespective of whether the invitation, notice, or tender documents are published in a foreign language, all tender documents, official correspondence, letters, and any other documents related to the tender, including the Tenderer's submission, shall be in Mongolian. Any documents or information prepared in another language shall be accompanied by a translation into Mongolian, prepared and submitted by the Tenderer.
ITT 11.2	Language of the Tender: For projects and activities financed by loans or grants, if the Tender language is to be specified differently from that stated in ITT 11.1: **No**
ITT 14.1	Submission of alternative Tenders: **Not permitted**
ITT 15.2	"Submission of other documents required for assessment of general criteria, in addition to those specified in Article 15.2 of the Law: **Yes** A foreign entity shall attach to its tender the following documents issued by the competent government authority of its country of incorporation or residence, or documents equivalent thereto: - For legal entities: Certificate of registration and a document identifying the person authorized to represent the entity without a power of attorney; - For foreign individuals or stateless person: Passport or an equivalent identification document; - An official document proving that, as of the date following the announcement of the tender, the entity has no overdue tax or social insurance liabilities under the laws of its country, together with the documents specified in ITT 15.2. (In the event that a foreign legal entity submits a tender, the above-mentioned document shall be legalized by a consular certification or apostille and submitted as part of its tender.)
ITT 16.1	Documents for Demonstrating Compliance with the Technical Specifications: ***Required*** A. The Tenderer shall prepare and submit a Technical Proposal and a Financial Proposal that complies with Section III- Technical Specifications. The Technical Proposal shall include, but not limited to, the following components: 1. Project Overview - Project objectives and scope; - Key stakeholders (Employer, EPC Contractor, Subcontractors); - Major phases and schedule.

	2. Project Implementation Structure and Responsibilities - Project organizational structure (organization chart); - Roles and responsibilities of EPC Contractor and Subcontractors; - Communication and reporting procedures. 3. Scope of Works - Detailed description of civil works, structures, and M&E systems; - Work packages and deliverables; - Integration with other infrastructure projects and organizations. 4. Project Schedule - Baseline schedule (Gantt chart or Primavera); - Critical path analysis; - Key milestones and progress reporting. 5. Engineering and Design Management - Design standards and criteria; - Document control and distribution; - Design approval and review processes. 6. Procurement and Supply Chain - Procurement strategy (domestic/foreign supply); - Identification of long-lead items; - Supplier selection criteria and inspection plan. 7. Construction Management - Construction methodology and phasing; - Site management (logistics, temporary facilities); - Quality assurance and quality control. 8. Health, Safety, Environment (HSE) and Communications - HSE plan and risk assessment; - Emergency preparedness measures; - Safety training and reporting; - Archaeological, paleontological, and ethnographic considerations; - Resettlement management. 9. Quality Management Plan - Quality objectives and responsibilities; - Inspection and Test Plan (ITP); - Non-conformance reporting and corrective measures. 10. Risk Management - Risk register; - Key risk mitigation measures (weather, material supply, legal/regulatory delays). 11. Cost Control and Reporting - Budget allocation and detailed cost breakdown; - Cost control and reporting methods; - Variation order management. 12. Stakeholder Communication and Information Dissemination - Public relations and stakeholder engagement strategy; - Reporting procedures to the Employer.

	13. Testing, Commissioning, and Handover - Plan for handover to the Technical and State Commission; - Procedures for commissioning preparation and testing; - Final inspection and rectification of defects; - Handover documentation (as-built drawings, O&M manuals); - Commissioning - Training and plan for preparation of operation manuals, standards, norms, and regulations; - Plan for handover of equipment and spare parts. B. The Financing Proposal shall include, but not be limited to, the following: 1. Financing Scheme Based on the Sovereign Guarantee of the Government of Mongolia Financing structure: The Tenderer shall provide detailed information on the financing scheme to be applied, such as loan-based financing, concession, blended finance, or DBF (Design-Build-Finance) 2. Profile of Financing Institutions - Names and participation of banks and financial institutions: The commercial banks, development banks (e.g., JBIC, ADB, KfW, Exim Bank), investment funds, and other financing entities submitting the proposal shall be listed, together with the type of participation (direct loan, loan guarantee, co-financing, etc.). A confirmed intent letter or expression of interest shall be attached. 3. Timeline of Financing - Initial disbursement of financing: The specific month after the effectiveness of the EPC contract when the first disbursement will commence shall be clearly indicated; - Disbursement schedule: A schedule of disbursements aligned with the project implementation phases (milestone-based) shall be presented in the form of a chart; - Plan to mitigate delays: Measures to reduce the risk of financing delays, including the definition of an additional buffer period, shall be provided. - Bridge financing: To ensure the smooth commencement of the project until the foreign loan proposed by the Tenderer under the Sovereign Guarantee of the Government of Mongolia is formalized and confirmed, the tender shall include provisions for the use of bridge financing, or such bridge financing may be financed from the Tenderer's own resources. Where bridge financing is proposed, a preliminary loan offer (Indicative Term Sheet) and a letter of intent shall be included; - Bridge financing costs: The cost of bridge financing shall take into account the "Land Acquisition" expenses required to initiate the project, which shall be agreed upon with the Employer. - Bridge financing cost shall also include the "Land Acquisition" expenses required to initiate the project. 4. Proposal for Loan Interest Rate and Total Financing Cost shall be submitted. - Loan terms: Annual interest rate (fixed/floating), with reference to SOFR, EURIBOR, TORF, CFETS, etc., including the applicable spread and fees (front-end fee, commitment fee). The frequency of interest payments per year and the commencement date shall be specified; - Total cost (All-in Cost): The proposal shall include the principal amount + interest + fees + accrued interest (if capitalized interest applies); - Comparative analysis: The proposal shall include a calculation comparing the financing terms with those of other similar projects (reference benchmark).

	5. Proposal for Repayment Period and Structure shall be submitted. - Grace period: The period during which repayment of the loan is not required (project implementation period); - Repayment structure: The repayment terms shall be described, such as equal principal, equal installment (annuity), or balloon payment. 6.Additional: - Foreign Exchange risk mitigation; Measures to prevent foreign exchange fluctuations in case the loan is denominated in foreign currency; - Cost risk mitigation; Measures to prevent risks related to labor and material price fluctuations; - Political risk; Measures to mitigate risks not covered by the Sovereign Guarantee (e.g., regulatory changes, force majeure); - Escrow account and guarantees; Special accounts dedicated to loan repayment, and applicable conditional guarantees (such as performance bonds, letters of credit, etc.).
ITT 17.1	Financial and Technical Capacity and Experience Requirements: **Required** A. Criteria for Financial Capacity: **Required** - **Average Sales Revenue:** The Tenderer's average sales revenue for the last three (3) years (2022, 2023, and 2024) shall not be less than thirty percent (30%) of the approved total budget amount. - The Tenderer shall attach to its tender the **content of the Financing Agreement** in accordance with Section C "Financing Requirements," Annex 1 of Section 6.4 "Employer's Requirements" in the "Feasibility Study" section of the State Procurement Electronic System at www.tender.gov.mn. B. Criteria for Technical Capacity: **Required** - The Tenderer shall, upon being awarded the contract, fully ensure the provision of the essential equipment, machinery, and tools required for the execution of the Works. C. Experience in performing similar works: **Required** - Within the last ten (10) years, the Tenderer shall have successfully completed at least one (1) tunnel project with a length of not less than 2 km; - Within the last ten (10) years, the Tenderer shall have successfully completed at least one (1) bridge project, with a total length of not less than 2 km, in a cold climate environment; Within the last ten (10) years, the Tenderer shall have successfully completed at least one (1) international highway project (Highway, Expressway, Motorway, etc.) as the main contractor, with a minimum of four lanes and a length of not less than 15 km. (The above similar work requirements may be fulfilled by one or several projects.) D. Human Resources for Project Execution: **Required**

	Position	Number of Personnel	Education and Qualification Requirements
1	Project Manager	1	- Shall hold a Bachelor's degree or higher in Road and Bridge Engineering; - Shall have not less that fifteen (15) years of experience in the field of road and road facility engineering; - Shall have at least ten (10) years of experience in management within a project management team; - Shall have experience in managing international projects; - Shall hold a Professional Engineer certification or higher; - Shall have advanced English language proficiency.
2	Chief Engineer	1	- Shall hold a Bachelor's degree or higher in Road or Bridge Engineering; - Shall have at least fifteen (15) years of professional experience in the field of road and road facility engineering; - Shall have at least five (5) years of experience working in a project management team; - Shall hold a Professional Engineer certification or higher; - Shall have advanced English language proficiency.
3	Quality Engineer	1	- Shall hold a Bachelor's degree or higher in Road, Bridge, or Civil Engineering; - Shall have at least ten (10) years of professional experience in the field of road and road facility engineering; - Shall have at least five (5) years of experience working in a project management team; - Shall hold a Professional Engineer certification or higher; - Shall have advanced English language proficiency.
4	Health, Safety, and Environment (HSE) Manager	1	- Shall have completed certified training and obtained authorization in the field of Occupational Health and Safety; - Shall have at least ten (10) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
5	Civil Engineer	1	- Shall hold a Bachelor's degree or higher in Civil and Industrial Construction; - Shall have at least ten (10) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
6	Geotechnical Engineer	1	- Shall hold a Bachelor's degree or higher in Geotechnical Engineering; - Shall have at least ten (10) years of professional experience;

				- Shall have at least five (5) years of experience in road and road facility projects.
	7	Bridge Engineer	2	- Shall hold a Bachelor's degree in Bridge Engineering; - Shall have at least ten (10) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
	8	Road Engineer	2	- Shall hold a Bachelor's degree or higher in Road Engineering; - Shall have at least ten (10) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
	9	Health, Safety, and Environment (HSE) Specialist	1	- Shall have a higher education degree in Engineering and Technology, and shall have completed certified training and obtained authorization in the field of Occupational Health and Safety; - Shall have at least five (5) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
	10	Tunnel Engineer	2	- Shall have a Bachelor's degree or higher in Bridge or Tunnel Engineering; - Shall have at least ten (10) years of professional experience; - Shall have at least five (5) years of experience in road and road facility projects.
	11	Finance Manager	1	- Shall have a Bachelor's degree or higher in Finance or Economics; - Shall have at least ten (10) years of experience in project financing; - Shall have advanced English language proficiency.

ITT 17.4

Special license/Permit: **Required**

The design organization shall submit the following special license: Issued by the Ministry of Road and Transport Development:
- 5.2.2 License for design of roads and road facilities

The construction organization shall submit the following special license: Issued by the Ministry of Road and Transport Development:
- 5.2.3.2 License for construction of road facilities – covering construction of all types of road structures (all types of bridges, tunnels, and underground pedestrian crossings).

In the case of a foreign entity submitting a tender, the documents issued by the authority of the country of incorporation or residence, or equivalent documents, must be submitted along with a certified translation.
(Additionally, if a foreign legal entity submits a tender, the above-mentioned documents must be certified by the consular office or legalized by apostille and attached to the tender.)

ITT 17.6	Information on contracts being implemented or authorized to be implemented by the Tenderer and its JV members: **Required** *The Tenderer shall submit information on the contracts being implemented and authorized to be implemented by itself and by its JV members, in accordance with Form 5 of Section V.*
ITT 18.1	Documents for assessment of financial capacity: **Required** - Audited financial statements issued in accordance with the laws of the country of incorporation for the last three (3) years. In the case of a foreign entity submitting a tender, the audited financial statements for the last three (3) years issued by the authority of the country of incorporation or residence, or equivalent documents, must be submitted along with a certified translation, duly legalized by consular authentication or apostille.

ITT 19.1	Documents for assessment of technical capacity and experience: **Required** 1. Documents on Human Resource Capacity and Experience for Project Execution: a) The Tenderer shall propose its core staff and employees engaged under employment contracts using the prescribed form set out in Section V of the electronic system, in accordance with the instructions. Proposals not submitted through the electronic system shall not be considered. Please refer to the Supplier's Manual in the User Guide menu of the electronic system for detailed instructions. b) Copies of diplomas certifying education are not required to be submitted; these shall be verified through the Ministry of Education and Science database via the State Integrated Information Exchange System (HUR). Tenderers must ensure in advance that their staff's higher education diploma information has been uploaded in the State Service Integrated System (*e-Mongolia*). If the proposed staff graduated from a foreign university, a copy of the diploma together with a certified translation shall be submitted. c) Valid certificates of Professional Engineer, Consulting Engineer, and Health, Safety, and Environment staff shall be attached to the tender. *Note: If personnel other than those proposed are employed in the performance of the contract, the tender shall be considered to contain false information and the Tenderer may be included in the register of restricted entities.* 2. Documents on Similar work Experience: The Tenderer shall prepare and submit details of similar contracts performed within the last ten (10) years using Forms 4 and 6 of Section V. To substantiate similar work experience, the following documents shall be submitted: - Copy of the contract executed; - Acceptance certificate or report issued by the competent authority (in the case of a foreign entity, equivalent documents shall be submitted). 3. Documents on Ongoing or Awarded Contracts: a) The Tenderer shall submit information on ongoing or awarded contracts of itself and its joint venture partners using Form 5 of Section V. - The Employer shall verify the Tenderer's capacity to perform the contract. In the case of a foreign entity submitting a tender, the above-mentioned documents, or equivalent documents issued by the competent authority of the country of incorporation or residence, must be submitted along with a certified translation.
ITT 20.6	The price offered by the Tenderer **shall remain fixed** and not be subject to adjustment during the performance of the Contract.
ITT 21.2	In accordance with the international treaties of Mongolia, or with the approval of the Bank of Mongolia, if the Tender currency is to be specified differently from that stated in ITT 21.1: **No**
ITT 23.1	Tender Security Amount:

	The Tender Security shall be 0.5 percent (0.5 %) of the approved total budget, equal to 16,414,843,033.56 MNT (sixteen billion four hundred fourteen million eight hundred forty-three thousand thirty-three point fifty-six). Validity Period: The Tender Security shall remain valid for a period of twenty-eight (28) days beyond the validity period of the Tender. Tenderers are not required to attach the electronic tender security to the tender documents, as the electronic system will verify the Tenderer's tender security information from the database of the commercial bank issuing the security. In the case of a foreign entity providing a security issued by a foreign bank, it shall be prepared in accordance with Section 4 of the "Regulation on Issuance and Forfeiture of Securities in Public Procurement," approved by the Minister of Finance of Mongolia by Order No. A/252 of December 25, 2023. If a bank or financial institution established in Mongolia is unable to technically transmit the security issued by a foreign bank into the electronic system pursuant to Section 4.3.2 of the Regulation, a copy of such security submitted to the State Procurement Agency may serve as the basis for registering it in the electronic system.
D. SUBMISSION AND OPENING OF TENDERS	
ITT 24.5	List of additional documents to be disclosed to the Tenderers: 1. Documents evidencing compliance with the general requirements specified in Article 7 of the Law; 2. Information submitted in accordance with the forms specified in the Tender Documents; 3. If the information involves sensitive personal data as defined by law, a statement explaining the legal basis; 4. Budget; 5. Work execution schedule
ITT 25.1	The deadline for submission of the Tender is: Date: **27 October 2025** Time: **14:00 PM (Mongolia, Ulaanbaatar time, UTC +8)** The deadline for submission of tenders shall be determined based on the server time of the State Procurement Electronic System (*www.tender.gov.mn*), and tenders submitted after the deadline shall not be accepted. The Tenderer shall have the right to withdraw, amend, or supplement its tender prior to the submission deadline. Interested entities wishing to participate in the tender shall submit their tenders electronically through the State Procurement Electronic System at *www.tender.gov.mn*. In order to submit documents electronically, the following requirements shall be observed: 1. A registration must be created in the State Procurement Electronic System (*www.tender.gov.mn*) under the name of the company. In accordance with Article 2.4 of the "Regulation on Organizing Tendering Procedures and Announcing Related Information through the Electronic Procurement System," the Tenderer shall register in the electronic system and obtain a login account.

	To register, the applicant shall access www.tender.gov.mn via an internet browser and select "Register -> Supplier" located in the upper right corner of the homepage of the State Procurement Electronic System. The supplier registration menu has two types: "Entity" and "Individual." In the "General Information" section, the applicant shall select the appropriate type. Depending on the supplier type, the required information fields shall vary. The applicant shall fill in all required fields correctly and completely and then submit the application. The registration response will be sent to the email address of the staff responsible if registering as an entity, or to the personal email address if registering as an individual. Please note that review and confirmation of the registration in the electronic system will take no less than three (3) working days. 2. When submitting the tender electronically, the Tenderer shall validate the submission with a digital signature. 3. The digital signature shall be obtained from one of the following certification authorities: MonPass CA LLC (website: www.monpass.mn, tel: +976 18002535) or Tridum Key LLC (website: www.tridumkey.mn, tel: +976 70120722).
ITT 25.2	The Tender opening will take place through the Electronic System during the period mentioned below, and the opening information will be received by the Tenderer through the electronic system. Date: **27 October 2025** Time: **14:30 PM (Mongolia, Ulaanbaatar time, UTC +8)** Address of the place where the Tenderer can participate in the tender opening: *Room 605, 6th floor, Block B, Capital City Administration Building, 23rd Khoroo, Khan-Uul District, Ulaanbaatar 17100, Mongolia*
E. DECISION OF THE EMPLOYER	
ITT 28.2	Whether to establish the main evaluation criteria differently from the comparable price: **No**
ITT 30.1	Documents and information required for margin of preference: **Yes** In accordance with Article 8 of the Law on Procurement of Goods, Works, and Services with State and Local Property, margin of preference shall be applied to support domestic production. (Margin of preference shall be granted in accordance with the "Methodology and Guidelines for Tender Evaluation and Granting Preference" approved by Order No. A/255 of the Minister of Finance dated December 25, 2023.)
ITT 31.1	Whether to apply evaluation criteria corresponding to the evaluation: **Yes [See evaluation criteria in Section IV]**
F. AWARD OF CONTRACT	
ITT 37.1	Whether to provide advance payment: **Yes**

SECTION III. TECHNICAL SPECIFICATIONS AND EMPLOYER’S REQUIREMENTS

PART A. GENERAL REQUIREMENTS **Contract Appendix 1-A**

PART B. TECHNICAL REQUIREMENTS **Contract Appendix 1-B**

PART C: FINANCING REQUIREMENTS **Contract Appendix 1-C**

Please refer to each respectively.

SECTION IV. CRITERIA FOR TENDER EVALUATION

1. Time for completion of Works: **"Not applied"**
2. Possibility to provide post-performance services for goods, works, and services at the location specified by the Employer: **"Not applied"**
3. Environmental impact: **"Not applied"**
4. Other legally compliant evaluation criteria: **"Applied"**

Criteria for the evaluation of Financial Proposal: "**Applied"**

Evaluation of the Total Price and Financing Cost

The total financing cost proposed in the Tenderer's financing proposal shall be calculated using the Net Present Cost (NPC) formula. This financing cost shall be notionally added to the Tenderer's Price Proposal (EPC contract price) and considered as the total cost of the proposal.

The Tender Price and Financing Proposal of all Tenderers shall be compared, and the Tenderer with the lowest combined total shall be evaluated as the most advantageous proposal.

Formula for calculating financing cost:

$$\mathrm{NPC} = \sum_{t=1}^{G} \frac{P \cdot r}{(1+d)^t} + \sum_{t=G+1}^{T} \frac{A}{(1+d)^t}$$

NPC= Net Present Cost (Net Present Value)
P= Loan amount
r= Interest rate
G= Grace period
T= Total loan period
A= Annual annuity payment
d= Discount rate (calculated at 12%)1.

[1] Policy Interest Rate of the Bank of Mongolia (Central Bank of Mongolia) https://www.mongolbank.mn/en/policy-interest-rate

CHAPTER V: STANDARD TENDER FORMS

Form 1: Tender Submission .....**Error! Bookmark not defined.**

Form 2: Human Resources Information.....**Error! Bookmark not defined.**

Form 3: Information on Core Equipment and Technical Resources**Error! Bookmark not defined.**

Form 4: Contract Information for Similar Works Performed .....**Error! Bookmark not defined.**

Form 5: Contract Information for Ongoing and Awarded Contracts**Error! Bookmark not defined.**

Form 6. Detailed Information on Similar Contracts .....**Error! Bookmark not defined.**

Form 7. List of Confidential Document Information .....**Error! Bookmark not defined.**

Form 1. Tender Submission Form

[date]

To ***[Employer Name]***

Our ***[Participant Name]*** is submitting this tender (hereinafter "***tender***") to perform work according to the schedule specified in the tender documentation for the ***[Tender Process Name and Number]*** tender process at the total tender price of **[Tender Price in Figures and Words]** Tugrik without price discounts, with the following conditions:

1. Having thoroughly reviewed the Tender Process Documentation and the contract conditions specified therein (general contract conditions, special conditions, contract confirmation forms), I fully accept and participate in this tender process.
2. The participant and its partnership members are not subject to conditions prohibited by law regarding participation in procurement activities, and hereby certify the following conditions:
   2.1. The conditions specified in Article 7.1 of the Law on Procurement of Goods, Works, and Services with State and Local Property have not occurred;
   2.2. The influential shareholder, its ultimate owner, asset holder, partner, or the business operator acting in such capacity is not a person who has held or is holding an official position specified in Section 20.2 of the Law on Regulating Public and Private Interests in Public Service and Prevention of Conflicts of Interest, or an entity related thereto;
   2.3. Does not provide benefits to officials working in the management, supervision, and administration of the Employer;
   2.4. The entity representing the participant is not subject to the restrictions specified in provision 21.1.3 of the law on regulating public and private interests in Public Service and preventing conflicts of interest.
3. This hereby grants the Employer the right to obtain documentary evidence and information related to the Tender from the relevant entity.
4. Price Discount for the Tender ***[write "will offer" or "will not offer"]***. ***[If offering a Price Discount, specify the conditions and methodology for its application]***.
5. The Tender shall remain valid for a period of ***[enter number of working days 30 and above]*** days from the date of tender opening as specified in the tender process documentation.[1]
6. I acknowledge that violations of provisions 7.1, 22.2, and 56.5 of the Law and breach of the obligation to provide accurate and correct translations to the tender process constitute grounds for registration in the list of entities whose rights to participate in tender processes have been restricted.
7. We certify that the work proposed in the Tender and the goods and services related to the execution of such work shall be free from infringement of intellectual property rights and free from legal and physical defects.
8. We hereby consent to the disclosure of the Tender to other participants in accordance with applicable procedures and fully release the Employer from any obligation to maintain confidentiality of the Tender.

[1] If the tender process is organized according to preliminary procurement procedures "*5. The tender shall remain valid indefinitely as specified in the tender process documentation.*" please replace accordingly.

[Entity with authority to represent without separate authorization,

or name of entity authorized thereby,

official title, signature,

organizational seal/ stamp]:

Address:

Form 2: Human Resources Information

Official position proposed for the respective assignment	Employee name	Education, professional qualifications	Total work experience, in years	Years of experience in the relevant position

Form 3: Information on Core Equipment and Technical Resources

Name and intended use of machinery, equipment, and apparatus proposed for the work	Capacity	Quantity	State registration number of transport vehicles and machinery	Specify ownership or possession /rental/ status

Form 4: Contract Information for Similar Works Performed

Contract name	Employer's name, address, contact telephone	Budget cost	Duration /commenced, completed/

Form 5: Contract Information for Ongoing and Awarded Contracts

Contract name	Employer's name, address, contact telephone	Budget cost	Contract commencement date	Expected performance percentage, in monetary amount	Completion date

Form 6. Detailed Information on Similar Contracts

Participant's name: *[each partnership member shall complete for each fully completed Contract].*

1.	Name of Employer
2.	Contract name
3.	Contract Number
4.	Contract Execution Date
5.	Contract Completion Date
6.	Contract Value
7.	Contract Implementation Address, Location
	Participation Status in Contract (select one) □Prime Contractor □Joint Venture Member □Subcontractor

Form 7. List of Confidential Documents and Information

	Confidential documents and information	Legal basis and explanation regarding personal sensitive information
1.		
2.		
3.		
4.		
5.		

6.3. Special Conditions of the Contract

2.(A).CONTRACT DATA

Clauses	Required data	Information
1.1.15	Contractor's Representative	**Name**: *Participant fills in* **Address**: *Participant fills in* **Phone**: *Participant fills in* **E-mail**: *Participant fills in*
1.1.17	The percentage of profit that is added to the costs allowed by the contract	**The profit margin shall be zero (0) percent.**
1.1.24	Defects Notification Period	Shall be defined in the Special Conditions of the Contract.
1.1.30	Contractor's Representative	**Name**: *Participant fills in* **Position**: *Participant fills in* **Address**: *Participant fills in* **Phone**: *Participant fills in* **E-mail**: *Participant fills in*
1.1.76	Time for Completion	The road shall be opened within thirty (30) months after the conclusion of the Contract, and the Works shall be fully completed and handed over within six (6) months thereafter. Total duration: thirty-six (36) months.
1.3 (a) (ii)	Method of transmitting electronic documents	Shall be specified as appropriate.
1.3 (d)	Employer's contact address	**Name:** "Governor's Office of the Capital City of Ulaanbaatar" **Address:** 1200 Naadamchin Road, Artsatyn Am, Khan-Uul District, 23rd Khoroo, Ulaanbaatar, Mongolia x **Phone**: (+976) 11-328922 **Email:** …
	Employer's representative's contact address	The official address specified in Sub-Clause 1.1.30 of the Contract Data.
	Contractor's contact address	The official address specified in Sub-Clause 1.1.15 of the Contract Data.
1.4	Applicable laws and regulations	Laws and regulations of Mongolia
	Contract language	**Mongolian** and **English** languages - The General Conditions of Contract, namely the "Conditions of Contract for EPC/Turnkey Projects" (2017) of the International Federation of Consulting

		Engineers (FIDIC), shall be in English, with a Mongolian translation attached. In the event of any discrepancy between the two, the English version shall prevail. - All other parts of the Contract, except for the General Conditions of Contract, shall be executed in both Mongolian and English. In the event of any discrepancy between the two, the Mongolian version shall prevail.
	The Language for communication between the parties	**Mongolian** and **English** Shall be executed in Mongolian and English, and in the event of any discrepancy between the two, the Mongolian version shall prevail.
1.8	Number of documents to be executed by the contractor	There are 5 (five) paper copies and 1 (one) electronic copy. If required by a government agency in accordance with Mongolian legislation, additional documents must be submitted in paper form.
1.14	The maximum amount of the Contractor's liability to the Employer under the contract and within the scope of the contract	115% (one hundred and fifteen percent) of the contract amount
2.1	Right of Access to the Site	Hand over the work site within twenty-eight (28) days from the Commencement Date (regardless of circumstances arising from land acquisition).
2.4	Employer's Financial Agreements	Financing shall be provided in accordance with the terms of the Financing Agreement. Based on the Sovereign Guarantee of the Government of Mongolia to be approved annually, the Contractor shall finance 85% of the total project financing under the EPC+F conditions, equal to 2,790,523,315,705.51 tugriks. The Employer shall finance 15% of the total project financing, equal to 492,445,291,006.85 tugriks. Of the total cost of the First Ring Road Project, amounting to 3,282,968,606,712.36 tugriks, 2,756,741,263,209.36 tugriks represent the verified construction cost, and 526,227,343,503.00 tugriks represent the

		land acquisition cost. The land acquisition cost shall be financed by the Contractor on the basis of the Sovereign Guarantee of the Government of Mongolia and transferred to the Employer.
4.2	Performance Security	Three (3) percent of the annual financed amount.
4.4	Notice period to the Employer prior to appointing a Subcontractor, commencing the Works, or mobilizing on Site	twenty-one (21) days.
4.19	Payment period for temporary utility lines	The Contractor shall be fully responsible.
4.20	Additional number of sheets for submission of progress reports	Five (5) hard copies and one (1) electronic copy. If required by a state authority in accordance with the laws of Mongolia, additional hard copies shall be submitted.
8.3	Additional number of sheets for submission of work schedule	Five (5) hard copies and one (1) electronic copy. If required by a state authority in accordance with the laws of Mongolia, additional hard copies shall be submitted.
8.8	For every extra day of delay	0.01% (zero points zero one percent) of the contract value
	Limit of the penalty	10% (ten percent) of the contract amount
13.4 (b)(ii)	Contractor's management costs and profit margin to be added to the estimated costs	Zero (0) percent.
14.2	Advanced fee rate	Shall be granted
	Currency for advance payment	MNT (Mongolian Tugriks)
14.2.3	Withholding rate for advance payment repayment	The advance payment shall be proportionally deducted from the interim payments.
14.3	Payment time	Forty-eight (48) calendar days.
14.3(b)	Additional copies of the declaration personal number	Five (5) hard copies and one (1) electronic copy. If required by a state authority in accordance with the laws of Mongolia, additional hard copies shall be submitted.
14.3 (iii)	Amount of retention in percent	5 percent of each payment
14.3 (iii)	Maximum amount of retention	5 percent of the total contract amount

14.6.2	Minimum interim payment amount	Two (2) percent of the total Contract price.
14.8	Penalty for late payment (plus the average short-term interest rate of the bank specified in a)	Zero (0) percent.
14.11.1 (b)	Final payment request draft submission rate	Five (5) hard copies and one (1) electronic copy. If required by a state authority in accordance with the laws of Mongolia, additional hard copies shall be submitted
14.15	Currency for payment	MNT (Mongolian currency tugrik)
14.15(a)(i)	Ratio of domestic currency to foreign currency	Domestic: Mongolian Tugrik 100% Foreign Currency: 0%
14.15(c)	Currencies and their ratios for calculating overdue payments	Domestic: Mongolian Tugrik 100% Foreign Currency: 0%
14.15(g)	Currency exchange rate	To be resolved during Contract negotiations.
17.2(g)	Contractor's responsibility for risks and natural factors	Flood, dzud, earthquake.
19.1	Allowable limit for deductions	The permitted limits of deductible amounts shall be as follows: Insurance amount for the Works: ..... Insurance amount for Materials: ..... Insurance amount for Professional Liability: ..... Insurance amount for Liability to Meet the Objective (if required): ..... Insurance amount for Injury to Persons and Damage to Property: ..... Insurance amount for Workers' Compensation: ..... (All of the above amounts shall be determined during Contract negotiations.)
19.2	Insurance to be provided by the Contractor	The Contractor, from the date of conclusion of this Contract and commencement of the Works until the expiry of the Defects Notification Period, shall, at its own expense, be fully covered by all insurances stipulated under the Law

		on Construction of Mongolia, the Law on Roads of Mongolia, other applicable legislation, and Sub-Clause 19.2 of the General Conditions of Contract (including but not limited to insurance for design, works, materials, third-party life, health, and property, and professional liability insurance).
21.1	Deadline for appointment of Dispute Avoidance and Adjudication Board (DAAB) member(s)	To be determined during Contract negotiations.
21.1	Number of members of the Dispute Avoidance and Adjudication Board (DAAB)	3 (three) members
21.1	List of proposed members of the Dispute Avoidance and Adjudication Board (DAAB)	Proposed by the Employer [CV to be attached to the Tender Document and the Contract] 1._____ 2._____ 3._____ Proposed by the Contractor [CV to be attached to the Contract] 1._____ 2._____ 3._____ The names proposed shall be decided upon 28 days after the date of signature of the Contract Agreement by both parties (sub-clause 21.10)
21.2	Dispute Avoidance and Adjudication Board /DAAB/ appointing body (official)	If the Parties fail to jointly agree on the appointment of the Dispute Adjudication/Avoidance Board (DAAB), a member of the DAAB shall be nominated and appointed by the entity authorized by the Mongolian National Chamber of Commerce and Industry (MNCCI).

2.(Б). SPECIAL PROVISIONS OF THE CONTRACT

1.1.18. Country (amend)	“Respective country” means Mongolia
1.1.19. Dispute Resolution Board (amend)	The Dispute Resolution Board or DRB means the three members designated in the Special Conditions of the Agreement or appointed in accordance with Article 21. References to the DRB in the General Conditions of this Agreement shall be construed as DRB.
1.1.24 Defects Notification Period (amend)	The term “Defects Notification Period/Claim Period” shall be understood as follows: For Works governed by the Law on Construction, it shall include the period for commissioning and adjustment of the construction facility as stipulated in Articles 14.3, 14.6, 14.7, and 38.2 of the said Law, as well as a period of thirty-six (36) months, or three (3) years, after the expiry of such period. For Works governed by the Law on Roads, it shall include a period of thirty-six (36) months, or three (3) years, after the commissioning of the road or road facility, during which the Contractor shall be responsible for its quality and for rectifying, at its own cost, any defects or damages caused by technological errors in the construction works, as stipulated in Articles 4.1.30 and 28.4 of the said Law, and such period shall also apply to the legal entity that carried out technical and technological supervision. In the case of latent defects, the claim period shall be counted from the time such latent defects are discovered, and the fact that the design has undergone verification or that an authorized body has issued a decision to put the construction facility into operation shall not preclude the submission of claims related to latent defects discovered thereafter.
1.1.43 Laws (add)	The Contract shall be interpreted in accordance with the laws of Mongolia, and the laws of Mongolia shall apply to the contractual relations. The applicability and scope of the laws of Mongolia shall not constitute grounds for releasing the Contractor from the obligation to adhere to industry and engineering best practices.
1.1.79 Works (add)	The Contractor shall carry out the design, procurement, and construction works for the First Ring Road Project in Ulaanbaatar City, Mongolia, in accordance with the price, timeframe, and conditions specified in the Contract, and shall be responsible for rectifying any defects, deficiencies, damages, or faults related to the Works.
1.1.81	The term “Industry Best Practice” shall be understood to mean the standards, practices, methodologies, procedures,

(add)	professional codes of conduct and ethics, as well as the level of professional competence, supervision, diligence, knowledge, education, and analytical capacity that a qualified professional consultant with the necessary skills and experience would be expected to exercise under similar circumstances. It shall cover all engineering and related disciplines required for the full completion and handover of the design, procurement, and construction works agreed under this Contract, in compliance with the applicable laws of Mongolia, as well as relevant regional and international standards, norms, and regulations. For the purposes of this Contract, compliance with industry best practice shall be assessed based on whether the Contractor adheres to the stricter, higher, and more detailed requirements among those applicable in the Contractor's country of incorporation and those applicable in the country where the Works are performed. The absence of specifically approved standards, regulations, or rules in the country where the Works are performed shall not release the Contractor from any professional, financial, or other responsibility under this Contract.
1.4 Law and Language (add)	At the end of this clause, add the following: All documents required for submission to the State Commission, including work reports, as-built drawings, completion reports, technical documents, designs, and manuals, shall be prepared in both English and Mongolian.
1.5 Priority of Documents (amend)	The order of precedence of the documents specified in this Clause shall be amended as follows: (a) Authorized Person's Consent; (b) Notice of Award; (c) General Agreement on the Contract (FIDIC EPC/Turnkey, 2017, 2nd edition); (d) Financing Agreement (F – Finance); (e) Special Conditions of the Contract Part A: Contract Information; (f) Special Conditions of the Contract Part B: Special Provisions; (g) General Conditions of the Contract (GCC); (h) Annex 2 to the Conditions of Contract **[Contract Price, Payment, and Quantity of Work];** (i) Annex 1 to the Conditions of Contract **[Employer's Requirements];** (j) Annex 3 to the Conditions of Contract **[Environmental, Occupational Safety, Health, and Social Management];** (k) Annex 4 to the Conditions of Contract **[Matrix of Responsibilities Related to Obtaining and Implementing**

	Permits and Measures Required for the Performance of the Works]; (l) Annex 5 to the Conditions of Contract **[Work Schedule];** (m) Annex 6 to the Conditions of Contract **[Requirements for the Use of Domestic Resources];** (n) Tender Documents; (o) Tender submitted by the Contractor; (p) Other Annexes to the Conditions of Contract; (q) **Feasibility Study;** (r) Environmental Baseline Assessment **(EBA);** (s) Other Supporting Documents.
1.7 Assignment	Sub-clause (b) of this provision shall not apply.
1.8 Care and Supply of Documents (add)	The Contractor shall, without limitation to the documents specified in this Section, provide the Employer with access to all documents, drawings, Technical Specifications, graphic materials, photographs, models (including 3D physical models), and all other information obtained, created, or procured on its behalf in connection with the obligations under the Contract. The Employer shall have the right to access documents kept at the Site during working hours or whenever necessary, and the Contractor shall provide the required computer, software, and any other necessary means to enable access to documents stored in electronic form.
1.9. Employer's Use of Contractor's Documents (add)	The Employer shall have the right to require any documents prepared by the Contractor in connection with the execution of the Works under the Contract, and any documents prepared by the Contractor and submitted to the Employer, state authorities, or officials within the scope of the Contract shall be in the Mongolian language. Any documents prepared in a foreign language other than Mongolian shall be translated into Mongolian by an authorized official translation entity and duly certified with its seal. All intellectual property created by the Contractor, including the design documentation and any other intellectual works produced in the course of executing the Works under the Contract, shall be owned by the Employer. Specifically, pursuant to Article 20.2 of the Law on Copyright, all outcomes of the Works performed by the Contractor under this Contract, including designs, related sets of documents, and all accompanying materials, together with all copyrights and intellectual property rights, shall transfer to the ownership of the Employer, who shall exclusively enjoy the right to use such works. In this regard, the Contractor shall be solely

	responsible for indemnifying and holding the Employer harmless against any claims by third parties.
1.12. Compliance with Laws	It was agreed to amend sub-clause (b) of this provision by inserting the words "and as specified in the Employer's requirements" after the phrase "in accordance with the requirements of laws and regulations.
2.1. Right of Access to the Site (add)	The Employer may hand over the Site to the Contractor in parts. In doing so, the Employer shall provide specific instructions to the Contractor. At the time of granting access to the Site, land acquisition may not yet be fully completed. In the event that land acquisition has not been completed, the Contractor shall not be entitled to claim an extension of time or Profit-inclusive Price under Sub-Clause 20.2 [Claims for Extension of Time and Payment].
2.4. Employer's Financial Agreements (add)	The Contractor shall finance the Project as a whole, including the design, procurement, and construction works, in accordance with the "Financing Agreement," and the Employer shall certify the amounts so pre-financed by means of interim payment certificates. The Employer shall, based on the Contractor's proposed Financing Offer, enter into an agreement with the proposed Financier and finance the Project under EPC+F conditions. If otherwise stipulated in the "Financing Agreement," Sub-Clause 2.4 [Employer's Financial Arrangements] of the GCC shall apply in accordance with the provisions of the "Financing Agreement.
4.1. Contractor's General Obligations (add)	The Contractor shall execute the Works, including all components within the scope of the tender proposal, to a high professional standard, fully complying with all applicable laws, rules, regulations, and standards. In cases where no specific national standards or requirements exist in relation to the Works or the facilities, the Contractor shall carry out the Works in accordance with industry best practices, and this obligation shall constitute a fundamental basis of the Contract. Any errors or deficiencies in the Employer's task orders, technical requirements, or other documents shall not release the Contractor from its obligations and responsibilities under this Contract. As a professional legal entity, the Contractor shall, at its own cost, review, verify, and correct any such documents upon receipt and use. The existence of errors or deficiencies in the Employer's documents shall not constitute grounds for the Works to fail to meet the required standards. The Contractor shall not refuse to perform any component of the Works specified in the task order on the grounds that it is insufficiently

detailed, but shall perform such Works in accordance with industry best practices.

If any non-compliance, defect, or deficiency—whether latent or apparent—arises in the outcome of the Works due to the Contractor’s failure to fulfill its obligations to comply with the Law on Construction, other relevant legislation, or industry and engineering best practices, the Contractor shall be responsible for remedying such defect and indemnifying the Employer and any affected third parties for all direct and indirect damages caused. In cases of delay, non-compliance, or defects, the Employer shall be entitled not only to claim liquidated damages at the rate specified in the Contract against the value of the unfulfilled obligations but also to claim compensation for losses resulting from the delay in accordance with Articles 219.2 and 222.7 of the Civil Code. Such losses shall include not only direct damages but also the lost economic, financial, and social benefits that would have arisen had the project been implemented on time, as well as the opportunity costs and other indirect damages caused by the delay.

In accordance with the Law on Public Information Transparency, the Contractor shall actively participate in and support the preparation of reports and documents required to be made publicly available in relation to procurement, ensure transparency and public trust in the project and its procurement process, provide public awareness on project implementation and performance in an accessible manner, contribute to the transfer of technology and dissemination of best practices in the road transport sector, and participate in related research activities. Any information regarding the Works disseminated through public media shall be issued only by a designated professional, based on pre-prepared and complete information agreed upon with the Employer. The Contractor shall ensure that no employee or subcontractor issues misleading or inaccurate press releases.

The Contractor shall respect and take into consideration the unique characteristics of the project location, including the traditions, culture, religion, beliefs, respect for the environment, and values of the local people, both during execution of the Works and in social interactions, and shall adhere to the principle of mutual respect.

Regardless of how the Contractor allocates the budget for environmental protection, it shall fully implement all obligations stipulated under the applicable environmental protection legislation.

	If the Contractor is a foreign legal entity, it shall ensure that interpreters engaged for daily and official communications into Mongolian are competent, skilled, and experienced professionals with knowledge of the relevant sector and technical terminology.
4.2. Performance Security (amend)	The Performance Security shall be an irrevocable, unconditional bank guarantee, insurance guarantee, or other form stipulated by law, in an amount equal to three percent (3%) of the annual financed amount.
4.20. Progress Reports (amend, add)	In this section, the following provision shall be added after the last paragraph: In addition to the reports mentioned above, the Contractor shall prepare and submit to the Customer's representative the reports mentioned in Annex 1 [Customer's Requirements] to the Contract within the time specified therein.
4.24. Works to be performed within the scope of social responsibility	Within the scope of social responsibility, the Contractor shall carry out additional works included in the Work Budget specified in Sub-Clause 3.7 of the Contract Agreement for the provision of social services, and shall hand them over to the Employer. Such works shall be performed on the basis of consultation with the Employer.
5.1. General Design Obligations (amend)	The Contractor shall assume the following obligations in relation to translating its own design documentation into Mongolian and having it reviewed by a domestic legal entity holding a special license for design services to ensure compliance with applicable laws, rules, and regulations: The Employer shall obtain the work assignment from the competent state authority and provide it to the Contractor, and shall support the Contractor in obtaining the necessary approvals and decisions from state authorities and officials. The Contractor shall prepare the design documentation in compliance with the laws, rules, and regulations of Mongolia, and, after obtaining the Employer’s approval, shall have it approved by the relevant state authorities and officials and take any other necessary measures. The Employer shall not be responsible for the accuracy of any design documentation handed over to the Contractor, and the Contractor shall be responsible for reviewing, checking, and, where necessary, amending such design documentation.
5.2.1. Preparation by Contractor (add)	Add the following content at the end of Article 5.2.1. The Contractor shall translate, process and store the necessary documents specified in the legislation of Mongolia into Mongolian for submission to the Archives.

5.2.3. Construction	Construction will be completed after all hidden work has been monitored and verified by the local designer and the Employer's representative to ensure compliance with applicable laws.
5.8. Design Error	It was agreed to delete the second sentence of the first paragraph of this provision.
6.7. Health and Safety of Personnel	a. The following provision shall be added after the last paragraph of this Section: The Parties shall develop and implement the Site Procedures as set out in Annex 1 [Employer Requirements] and Annex 3 [Environmental, Occupational Safety, Health and Social Management] to the Contract. The Contractor shall be responsible for ensuring that these procedures are copied to Subcontractors and other persons working on the Site and that they are followed. These procedures shall include, but not be limited to, procedures relating to the following matters: a. Site security; b. Health and safety; c. Fire prevention.
6.9. Contractor’s Personnel	It was agreed to add the following at the end of this provision: The minimum proportion of Mongolian nationals within the Contractor’s total workforce shall be regulated under Annex No. 6 [Requirements for the Use of Domestic Resources] of the Contract.
6.12. Key personnel (amend)	The Contractor’s key professionals shall comply with the list of key professionals and the requirements specified in the Tender Documents.
9.1. Contractor's Obligations (add)	The Works and Work Package tests shall be carried out in accordance with the applicable laws, and the rules, regulations, and standards issued thereunder, as specified in Annex 1 [Employer’s Requirements] of the Contract.
9.3. Retesting (add)	Prior to conducting any re-test, the Contractor shall submit to the Employer detailed information on how the defects in the Works have been remedied and improved, and such remedial works shall be carried out at the Contractor’s own cost and within the shortest possible time.
10.1. Taking Over the Works and Sections (add)	The Employer may take over the Works in parts.
13.4. Provisional Sums (amend)	The purpose and procedure for the use of the “Unforeseen Work Costs” specified in the laws, rules, regulations, and standards of Mongolia, the Project Feasibility Study, and Annex 2 of the Contract shall apply to this Section.

13.7 Price adjustment (amend)	It was agreed to amend Sub-Clause 13.7 of the Contract as follows: No changes or adjustments shall be made to the Contract Price. The Employer shall not be responsible for payment of any Works not included in the Contract and not previously approved in writing by the Employer.
14.2. Advance Payment	Shall be granted. /To be agreed during Contract negotiations./
14.4. Schedule of Payments (amend)	It is agreed that this provision of the Agreement shall be amended as follows: The Customer shall pay the Contractor the fees payable under the Agreement as set out in Schedule 2 to the Agreement.
14.8. Delayed Payment	This provision of the Agreement shall not apply.
14.9. Release of Retention Money (amend)	Shall apply in accordance with Article 8.6 of Annex 1 to Order No. 49 of 2018 of the Minister of Road and Transport Development, “Procedure for Commencing, Continuing, and Commissioning Road and Road Facility Construction Works.” “Upon certification of the Taking-Over Certificate, fifty percent (50%) of the Contractor’s performance security for quality assurance shall be released. If no technological defects are identified in the facility during the first year of the Defects Liability Period, the remaining fifty percent (50%) of the security shall be released. Upon expiry of the Defects Liability Period (three (3) years from the date of certification of the Taking-Over Certificate), the security balance shall be fully released.”
18.2. Notice of an Exceptional Event (add)	The Notice shall be accompanied by a Certificate of Force Majeure and Unforeseen Event issued by the Mongolian National Chamber of Commerce and Industry (MNCCI).
19.1. and 19.2. Insurance (amend)	The Contractor shall, at its own expense, obtain insurance required for the execution of the Works in accordance with the Law on Construction, the Law on Roads, and other applicable legislation, including but not limited to: Works insurance, insurance against loss of or damage to the life, health, or property of third parties, professional liability insurance (including design errors), and insurance for equipment, goods, and materials. Such insurance shall be placed with an insurance institution fully meeting the operational requirements regulated by the Financial Regulatory Commission and accepted by the Employer. The Contractor shall bear sole responsibility for any consequences of risks arising from failure to fulfill its insurance obligations.

	Any costs or liabilities arising in connection with the insurance coverage of one party involved in the construction activities shall not be shared or borne jointly by the other parties. The Contractor shall be responsible for insuring against flood and water risks at the Site and shall ensure that both the Employer and third parties are insured against any risks or damages arising from such risks.
21.1. Preliminary Resolution of Disputes (add)	If a Dispute arises between the Parties, either Party shall notify the other Party in writing and commence resolution through mutual consultation. If the Parties fail to resolve the Dispute by mutual consultation within fourteen (14) days after such written notice has been given, either Party may submit a written request to the other Party for the Dispute to be referred to a Management Committee composed of an equal number of representatives from the executive management or higher-level management of each Party. Pursuant to such request, the Parties shall convene at an agreed venue within twenty-one (21) days after the written request has been delivered, in order to render a written decision on the Dispute. The Management Committee may, by mutual agreement, extend this time period for issuing its decision. If the Management Committee reaches agreement on the Dispute within twenty-one (21) days or within the mutually extended period, it shall issue its decision in writing, duly signed by all members of the Committee to confirm that the Dispute has been resolved. If the Management Committee fails to resolve the Dispute, or if either Party disagrees with the Committee's decision, the Dispute shall be referred for resolution in accordance with Sub-Clause 21.1 of the GCC, provided that this preliminary resolution procedure has been undertaken prior to referral of the Dispute to the DAAB.
21.1. Appointment of the DAAB (amend)	The Dispute Avoidance/Adjudication Board (DAAB) shall consist of three (3) members. The Parties shall select the members of the DAAB from among the adjudicators listed on FIDIC's official website. In doing so, each Party shall, in consultation with the other Party, nominate one member. Based on consultation with the two nominated members, the Parties shall agree on the third member, who shall be appointed as the Chairperson of the DAAB. The costs of the DAAB shall be borne jointly by the Parties.

21.2. Failure to Appoint DAAB Member(s) (amend)	This section shall be amended as follows: If the Parties fail to jointly agree on the appointment of the DAAB, the members of the DAAB shall be selected and appointed through an entity authorized by the Mongolian National Chamber of Commerce and Industry (MNCCI).
21.4. Obtaining DAAB's decision	In the first paragraph of this Clause, after the words *"If a Dispute arises between the Parties"*, add the words *"after the DAAB has been appointed"*; Delete the phrase *"(regardless of whether informal discussions or negotiations as referred to in Sub-Clause 21.3 [Avoidance of Disputes] have taken place)"*.
21.6. Arbitration (amend)	This section shall be amended as follows: All disputes arising out of or in connection with this Contract, including any disputes relating to its breach, termination, or invalidity, shall be finally settled in Mongolia by the Mongolian International Arbitration Court under the Mongolian National Chamber of Commerce and Industry (MNCCI), in accordance with its Rules of Arbitration. The Arbitral Tribunal shall have full authority to review and amend any certificate, determination, instruction, Engineer's opinion or assessment, and any DAAB decision related to the Dispute. The Engineer shall be entitled to be called a witness or to provide evidence before the Arbitral Tribunal on any matters related to the Dispute. In allocating the costs of the arbitration proceedings, the Arbitral Tribunal shall take into consideration which Party failed to fulfill its obligations with respect to the appointment of the DAAB under Sub-Clause 21.1 [Constitution of DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Member].
22. Notices and Guarantees (add)	f the Contractor is a foreign legal entity, and in consideration of the specific nature of this Contract, the Contractor hereby makes the following representations and warranties: The Contractor is a legal entity duly incorporated and validly existing under the laws of its country of incorporation, lawfully carrying on its business, and duly authorized to enter into and perform this Contract and to exercise and fulfill its rights and obligations hereunder; This Contract constitutes valid and legally binding obligations of the Contractor, enforceable against it in accordance with the terms and conditions herein; The execution and performance of this Contract do not and will not conflict with the Contractor's constitutional documents, and all necessary authorizations required in connection with the

	execution of this Contract have been duly obtained from the competent authorities; The Contractor possesses all licenses, knowledge, experience, technical expertise, workforce, human resources, and financial capacity necessary for the proper performance of its obligations under this Contract, and shall take all measures required to ensure that the Works are delivered in compliance with such requirements; The Contractor undertakes to carry out the Works in accordance with all applicable laws, including but not limited to the relevant provisions of the Law on Construction and the Law on Roads of Mongolia, and in conformity with industry best practices for the execution of works under turnkey conditions.

**If otherwise stipulated in the “Financing Agreement” under the EPC+F conditions, certain provisions may be amended by agreement during the Contract negotiations.*

THE PARTIES, WHICH HAVE READ AND AGREE TO THE SPECIAL TERMS AND CONDITIONS OF THIS AGREEMENT, HEREBY AGREE:

REPRESENTATIVE OF THE GOVERNOR’S OFFICE OF THE CAPITAL CITY OF ULAANBAATAR:	REPRESENTATIVE OF THE CONTRACTOR “ *(contractor company name)* ” LLC:
HEAD OF THE OFFICE	XXXXX XXXX XXXX
……(signature)……...	*……(signature)……...*
2025 – (month) – (day)	2025 – (month) – (day)

6.3. General Conditions of Contract

1. CLAUSES		
Definitions	Unless the context otherwise requires, the following terms used in this Contract shall have the meanings assigned to them below.	
	1.1.1	**"**Advance Payment Security" means the security issued in accordance with Sub-Clause 14.2.1 [Advance Payment Security].
	1.1.2	"Base Date" means the date 28 days prior to the deadline for submission of Tenders.
	1.1.3	"Claim" means any request, demand, or assertion made by one Party to the other under, in connection with, or arising out of the Contract or the execution of the Works, which seeks to obtain relief from or enforcement of rights or obligations set out in any provision of these Conditions.
	1.1.4	"Commencement Date" means the date stated in the Notice to Commence issued by the Employer in accordance with Sub-Clause 8.1 [Commencement of Works].
	1.1.5	"Contract Compliance Monitoring System" means the system to be developed and implemented by the Contractor for the purpose of monitoring whether the Works are in compliance with the Contract, in accordance with Sub-Clause 4.9.2 [Contract Compliance Monitoring System].
	1.1.6	"Conditions of Contract" or "these Conditions" means these General Conditions as amended by the Particular Conditions
	1.1.7	"Contract" means the Contract Agreement, all Appendices referred to in the Contract Agreement, the Conditions of Contract, the Employer's Requirements, the Project Implementation Schedule, the Tender, the Joint Venture Agreement (if applicable), and any other documents incorporated into the Contract Agreement.
	1.1.8	"Contract Agreement" means the agreement entered into between the Parties in accordance with Sub-Clause 1.6 [Contract Agreement], including any memorandum attached thereto.
	1.1.9	"Contract Data" means the document constituting Part A of the Particular Conditions.
	1.1.10	"Contract Price" means the amount agreed in the Contract Agreement for the execution of the Works, as adjusted (if any) in accordance with the Contract.
	1.1.11	"Contractor" means the Contractor named in the Contract Agreement and its lawful successors.
	1.1.12	"Contractor's Documents" means the calculations, electronic files, computer programs and other software, drawings, manuals, models, specifications, and other technical documents prepared by the Contractor, as defined in Sub-Clause 5.2 [Contractor's Documents].
	1.1.13	"Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution

		and completion of the Works and the remedying of any defects. Temporary Works, Plant intended to form (or forming) part of the Permanent Works, and materials or other things intended to form part of the Permanent Works are excluded from the Contractor's Equipment.
	1.1.14	"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor employs on the Site and other places where the Works are being carried out, including the staff and labour of the Contractor and of each Subcontractor, and any other personnel assisting the Contractor in the execution of the Works.
	1.1.15	"Contractor's Representative" means the person named as such in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.
	1.1.16	"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but excluding profit. Where provided for under the relevant provisions of these Conditions, Cost shall be added to the Contract Price.
	1.1.17	"Cost Plus Profit" means the amount comprising the Cost plus a percentage for profit, as stated in the Contract Data (if not stated, five percent (5%)). Where so provided in these Conditions, profit shall only be added to Cost, and shall then be included in the Contract Price.
	1.1.18	"Country" means the country in which the Site (or most of it) is located.
	1.1.19	"Dispute Avoidance/Adjudication Board (DAAB)" means the board so named in the Contract, or any one or three persons appointed under Sub-Clause 21.1 [Constitution of DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Member(s)], as the case may be.
	1.1.20	"DAAB Agreement" means the agreement referred to in the Appendix to these General Conditions, entered into between (i) the Employer, (ii) the Contractor and (iii) either the sole member or each of the three members of the DAAB, as the case may be.
	1.1.21	"Time for Completion" means the date stated in the Taking-Over Certificate issued by the Employer; or, if the conditions stated in the last sentence of Sub-Clause 10.1 [Taking Over of the Works and Sections] are fulfilled, the date on which the Works or a Section shall be deemed to have been completed in accordance with the Contract; or, in the case of Sub-Clause 10.2 [Taking Over of Parts of the Works], the date on which the Employer has taken over or commenced using the relevant part of the Works.
	1.1.22	"Day" means a calendar day of twenty-four (24) hours.

	1.1.23	"Daywork Schedule" means the document showing the rates and method of measurement for the payment to the Contractor for work executed on a daywork basis, as referred to in Sub-Clause 13.5 [Daywork].
	1.1.24	"Defects Notification Period" or "DNP" means the period for notifying defects or damages in the Works (whether the Works as a whole or a Section or Part of the Works) as specified in the Contract Data (if not specified, one year), commencing from the Time for Completion of the Works or the relevant Section or Part. This period may be extended under Sub-Clause 11.3 [Extension of Defects Notification Period].
	1.1.25	"Delay Damages" means the sum stated to be payable by the Contractor in accordance with Sub-Clause 8.8 [Delay Damages], if the Contractor fails to complete the Works within the Time for Completion specified in Sub-Clause 8.2 [Time for Completion].
	1.1.26	"Dispute" means any of the following circumstances: a) a Party makes a claim against the other Party (including but not limited to a Claim as defined in these Conditions, or a matter which under these Conditions is required to be determined by the Employer's Representative); and b) the other Party (or the Employer under Sub-Clause 3.5.2 [Determinations of the Employer's Representative]) rejects the claim in whole or in part; and c) the claiming Party does not accept such rejection (by giving a Notice of Dissatisfaction under Sub-Clause 3.5.5 [Dissatisfaction with Determination]). A Dispute may be deemed to exist even if the other Party fails to respond to the claim, in which case the DAAB or, as appropriate, an arbitral tribunal may treat such failure as a rejection.
	1.1.27	"Employer" means the person named as Employer in the Contract Agreement and its lawful successors.
	1.1.28	"Employer's Equipment" means the apparatus, machinery, vehicles and production equipment, if any, to be made available by the Employer for the use of the Contractor as stated in Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment], but excluding Plant which has not yet been handed over under Clause 10 [Employer's Taking Over].
	1.1.29	"Employer's Personnel" means the Employer's Representative, the assistants referred to in Sub-Clause 3.2 [Other Employer's Personnel], all other staff and employees of the Employer engaged in fulfilling the Employer's obligations under the Contract, and any other persons defined as "Employer's Personnel" in a Notice issued by the Employer to the Contractor.

	1.1.30	"Employer's Representative" means the person appointed by the Employer as stated in the Contract Data, or any replacement appointed under Sub-Clause 3.1 [Employer's Representative].
	1.1.31	"Employer's Requirements" means the document entitled Employer's Requirements, as included in the Contract, and any additions and modifications thereto in accordance with the Contract. Such document specifies the purpose, scope, Key Personnel, design, technical and evaluation criteria relating to the Works.
	1.1.32	"Employer-Supplied Materials" means the materials, if any, to be provided by the Employer for the use of the Contractor as stated in Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment].
	1.1.33	"Exceptional Event" means an event or circumstance defined in Sub-Clause 18.1 [Exceptional Events].
	1.1.34	"Extension of Time for Completion" or "EOT" means an extension of the Time for Completion granted under Sub-Clause 8.5 [Extension of Time for Completion].
	1.1.35	"FIDIC" means Fédération Internationale des Ingénieurs-Conseils, the International Federation of Consulting Engineers.
	1.1.36	"Final Payment Certificate" means the certificate defined in Sub-Clause 14.11.2 [Agreed Final Payment Certificate].
	1.1.37	"Foreign Currency" means any currency of payment of the Contract Price, or a part thereof, which is not the currency of the Country.
	1.1.38	"General Conditions" means the document entitled "Conditions of Contract for EPC/Turnkey Projects" published by FIDIC, being these General Conditions.
	1.1.39	"Goods" means Contractor's Equipment, materials, Plant, and Temporary Works, or any of them as appropriate.
	1.1.40	"Joint Venture" means any unincorporated joint venture, consortium, association or partnership of two or more parties.
	1.1.41	"Joint Venture Agreement" means the document submitted to the Employer with the Tender, entered into by the parties participating as members of a Joint Venture, signed by all members and addressed to the Employer, which includes the following: • a statement that all members shall be jointly and severally liable to the Employer for the performance of the Contract; • a statement nominating one of the members as leader, who shall have authority to bind the Joint Venture and each of its members; • the scope of the Works to be executed by each member (if required).

	1.1.42	"Key Personnel" means the Contractor's Personnel, other than the Contractor's Representative, whose positions are specified in the Employer's Requirements (if any).
	1.1.43	"Laws" means all national (or regional) legislation, statutes, ordinances, rules, regulations, by-laws, decrees, orders, treaties, international laws, and other instruments having the force of law, as well as all rules, regulations and requirements of any government, administrative authority, agency, or other public authority having jurisdiction over the Parties, the Contract, or the Works.
	1.1.44	"Local Currency" means the currency of the Country.
	1.1.45	"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, which are to be provided by the Contractor at the Site or elsewhere in accordance with the Contract. This includes any materials to be supplied under the Contract which are not required to be incorporated in the Works (if any).
	1.1.46	"Month" means a calendar month according to the Gregorian calendar.
	1.1.47	"Non-Objection Notice" means the notice issued by the Employer indicating no objection to Contractor's Documents or other documents submitted by the Contractor under these Conditions, thereby permitting such documents to be used for the execution of the Works.
	1.1.48	"Notice" means a written communication defined as a Notice under Sub-Clause 1.3 [Notices and Other Communications].
	1.1.49	"Notice of Dissatisfaction" means a Notice given by a Party under Sub-Clause 3.5 [Agreement or Determination] in respect of a determination of the Employer's Representative, or under Sub-Clause 21.4 [Obtaining DAAB's Decision] in respect of a decision of the DAAB, with which the Party disagrees.
	1.1.50	"Particular Conditions" means the document entitled Particular Conditions forming part of the Contract, which comprises Part A – Contract Data, and Part B – Special Provisions.
	1.1.51	"Party" means the Employer or the Contractor, as the context requires, and "Parties" means both of them.
	1.1.52	"Performance Certificate" means the certificate issued (or deemed to be issued) by the Employer in accordance with Sub-Clause 11.9 [Performance Certificate].
	1.1.53	"Failure to Meet Quality Standards Damages" means the compensation payable by the Contractor to the Employer if the performance of the Works, the Plant, or any Section (as the case may be) fails to meet the Quality Standards.
	1.1.54	"Performance Security" means the security provided in accordance with Sub-Clause 4.2 [Performance Security].

	1.1.55	"Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
	1.1.56	"Plant" means the apparatus, machinery, equipment and vehicles intended to form or forming part of the Permanent Works at the Site or other agreed locations.
	1.1.57	"Programme" means the time schedule submitted by the Contractor to the Employer for approval, in accordance with Sub-Clause 8.3 [Programme], and approved (or deemed approved) by the Employer.
	1.1.58	"Provisional Sum" means a sum (if any) specified in the Contract and so designated for the execution of any part of the Works, or for the supply of Plant, Materials or services, under Sub-Clause 13.4 [Provisional Sums].
	1.1.59	"Quality Management System" means the Contractor's quality management system, prepared and updated (as applicable) in accordance with Sub-Clause 4.9.1 [Quality Management System].
	1.1.60	"Retention Money" means the monies retained by the Employer from each interim payment, as defined in Sub-Clause 14.3 [Application for Interim Payments], and released in accordance with Sub-Clause 14.9 [Release of Retention Money].
	1.1.61	"Review of Documents" means the Employer's assessment and comments regarding whether the Contractor's documents submitted under the Contract comply with the Contract and with the Contractor's obligations thereunder.
	1.1.62	"Project Implementation Schedule" means the document prepared and submitted by the Contractor in the form provided in the Tender Documents, which forms part of the Contract, and may include data, payment schedules, currency and price details, and securities.
	1.1.63	"Schedule of Payments" means the document (if any) forming part of the Project Implementation Schedule and showing the amounts payable to the Contractor and the method of payment.
	1.1.64	"Quality Standards" means the standards (if any) forming part of the Project Implementation Schedule, demonstrating that the Works, Plant and any Section (as the case may be) meet the Employer's specified requirements. Failure of the Works, Plant or any Section to meet such Quality Standards shall entitle the Employer to damages.
	1.1.65	"Breakdown of Price" means the document (if any) entitled Breakdown of Payments, forming part of the Project Implementation Schedule.
	1.1.66	"Section" means a part of the Works specifically identified as a Section (if any) in the Contract Data.
	1.1.67	"Site" means the places where the Permanent Works are to be executed and to which Plant and Materials are to be

		delivered, and any other places as may be specified in the Contract as forming part of the Site.
	1.1.68	"Special Provisions" means the document (if any) entitled Special Provisions, forming Part B of the Particular Conditions.
	1.1.69	"Statement" means a statement submitted by the Contractor as part of an application for payment in accordance with Sub-Clause 14.3 [Application for Interim Payments], Sub-Clause 14.10 [Statement at Completion], or Sub-Clause 14.11 [Final Statement].
	1.1.70	"Subcontractor" means any person named in the Contract as a Subcontractor, or appointed as a Subcontractor for a part of the Works, or for the design of such part, by the Contractor, and the legal successors in title of such person.
	1.1.71	"Taking-Over Certificate" means a certificate issued (or deemed to be issued) by the Employer in accordance with Clause 10 [Employer's Taking Over].
	1.1.72	"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Works and the remedying of any defects.
	1.1.73	"Tender" means the Contractor's signed offer, together with all documents submitted with such offer (other than the Conditions of Contract, the Employer's Requirements and the Project Implementation Schedule), including the Joint Venture Agreement (if any), which forms part of the Contract.
	1.1.74	"Tests after Completion" means the tests (if any) specified in the Employer's Requirements, the Particular Conditions or agreed by the Parties, to be carried out in accordance with Clause 10 [Employer's Taking Over], after the Works or a Section (as the case may be) have been taken over by the Employer.
	1.1.75	"Tests on Completion" means the tests specified in the Contract or agreed by the Parties, or as may be instructed as a Variation, to be carried out in accordance with Clause 9 [Tests on Completion], before the Works or a Section (as the case may be) are taken over by the Employer.
	1.1.76	"Time for Completion" means the period for completing the Works or a Section (as the case may be), as stated in the Contract Data, calculated from the Commencement Date, and as may be extended under Sub-Clause 8.5 [Extension of Time for Completion].
	1.1.77	"Unforeseeable" means not reasonably foreseeable by an experienced contractor on the Base Date.
	1.1.78	"Variation" means any change to the Works instructed or approved as a Variation under Clause 13 [Variations and Adjustments].

	1.1.79	"Works" means the Permanent Works and the Temporary Works, or either of them as appropriate.
	1.1.80	"Year" means 365 days.
1.2 Interpretation		Unless otherwise stated in the Contract, the following interpretations shall apply: Words indicating one gender shall include all genders. Words in the singular also include the plural, and words in the plural also include the singular. Provisions including the words "consent", "consented" or "agreement" shall require such consent or agreement to be in writing. "Written" or "in writing" means hand-written, typewritten, printed, or electronically prepared, resulting in a permanent record. The word "may" indicates that a Party or a person has the right, but not the obligation, to perform or not perform an act. The word "shall" indicates that a Party or a person is under an obligation to perform an act under the Contract. "Approval" means the Employer's or the Contractor's acceptance of, or consent to, a request made by the other Party. The words "include", "includes" or "including" shall be construed as not limited to or not restricted to the items listed. Words referring to persons or Parties shall include individuals and legal entities. The expressions "execution of the Works" or "execution" shall mean the design, construction, completion, and remedying of any defects. Where the Conditions list items connected by the words "and", "or", "and/or", all such items shall be read together with the preceding item. Headings and marginal notes shall not be taken into consideration in the interpretation of the Conditions.
1.3 Notices and Other Communications		Notices (including Notices of Dissatisfaction) to be given under the Contract, and other forms of communication (including but not limited to acknowledgements, acceptances, recommendations, agreements, confirmations, certificates, Claims, consents, determinations, decisions, waivers, instructions, Non-Objection Notices, minutes, approvals, proposals, records, responses, reports, requests, reviews of documents, statements for payment, etc.) shall be issued, provided, sent, delivered or transmitted electronically in written form, and shall: (a) Comply with the following requirements: i. The paper original shall be signed by the Contractor's Representative or the Employer's Representative; ii. The electronic original shall be transmitted using the electronic system specified in the Contract Data, through the

		official electronic addresses of the Parties' Representatives. Where required under the Contract, both forms shall be used together. (b) Where a Notice is being given, it shall be expressly designated as a "Notice". Where another form of communication is being given, it shall refer to the relevant provision of the Contract and clearly identify the type of communication. (c) Be delivered by hand (with written receipt), or sent by mail or courier (with written receipt), or transmitted using the electronic system as stated in sub-paragraph (a)(ii) of this Sub-Clause. (d) Be delivered, sent, or transmitted to the recipient's address stated in the Contract Data. If the recipient has notified a change of address, the Notice or other communication shall thereafter be delivered to the new address after the sender has received such notification. A Notice, Notice of Dissatisfaction, or other form of communication shall become effective when it has been delivered to the current address of the recipient as stated in paragraph (d), and received by the recipient. Unless the sender receives a notification of non-delivery in respect of an electronic transmission, any Notice or communication transmitted electronically shall be deemed to have been received on the day after it was sent. No Notice or other communication shall be unreasonably withheld or delayed. If either Party or the Employer's Representative delivers a Notice or Notice of Dissatisfaction electronically and in paper form to the intended recipient, a copy shall also be provided to the Employer's Representative or to the other Party, as the case may be. Other forms of communication shall be copied to the Employer's Representative or to the Parties, as required under the Contract.
1.4 Governing Law and Language		This Contract shall be governed by the law of the country stated in the Contract Data (or, if not stated, the law of the Country), and the laws of any other country shall not apply. The official language of the Contract shall be the language stated in the Contract Data (or, if not stated, the language in which these Conditions are written). If the Contract is prepared in more than one language, the version in the official language shall prevail. The language for communications shall be as stated in the Contract Data. If no language for communications is stated, the official language of the Contract shall be used.
1.5 Priority of Documents		The documents forming the Contract shall be construed as being complementary to one another. If any ambiguity,

		discrepancy, or inconsistency is found in these documents, their order of priority shall be as follows: a) the Contract Agreement; b) Part A of the Particular Conditions – Contract Data; c) Part B of the Particular Conditions – Special Provisions; d) these General Conditions of Contract; e) the Employer's Requirements; f) the Project Implementation Schedule; g) the Tender; h) the Joint Venture Agreement (if any); i) any other documents forming part of the Contract. If either Party discovers any ambiguity or discrepancy in the documents, it shall promptly give a Notice to the other Party specifying the details. Upon receiving such Notice, the Employer shall provide the necessary clarification or instruction.
1.6 Contract Agreement		The Contract shall become effective from the date stated in the Contract Agreement. Any stamp duties and other charges payable under applicable laws in connection with the execution of the Contract Agreement (if any) shall be borne by the Employer. If the Contractor is a joint venture, the Contract Agreement shall be signed by the duly authorized representatives of each member of the joint venture.
1.7 Assignment		Neither Party shall assign the whole or any part of its rights or obligations under the Contract, nor transfer any benefit or interest thereunder, except that: • with the prior agreement of the other Party, either Party may transfer the whole or any part of its obligations under the Contract; • a Party may, without the prior consent of the other Party, assign its right to receive payment under the Contract to a bank or financial institution.
1.8 Care and Handover of Documents		The Contractor's documents shall remain in the Contractor's care and custody until handed over to the Employer. The Contractor shall provide one paper copy and one electronic copy (in the format specified in the Employer's Requirements or, if not specified, in a format accepted by the Employer), together with any additional paper copies if required in the Contract Data, to the Employer. The Contractor shall keep at the Site, at all times, copies of the following documents: (a) the Contract; (b) the records referred to in Sub-Clause 6.10 [Contractor's Records] and Sub-Clause 20.2.3 [Contemporaneous Records];

		(c) printed materials included in the Employer's Requirements (if any); (d) the Contractor's Documents; (e) records of Variations, Notices and other communications under the Contract. The Employer's Personnel shall have the right to inspect such documents during normal working hours at the Site, unless otherwise agreed with the Contractor. If the Employer becomes aware of any errors, defects or deficiencies (whether technical or otherwise) in the documents prepared by or on behalf of the Contractor, the Employer shall promptly give a Notice to the Contractor. The Contractor shall, at its own cost and risk, promptly correct such errors, defects or deficiencies.
1.9 Use of Contractor's Documents by Employer		The Contractor shall own the copyright and other intellectual property rights in the Contractor's Documents and in the design prepared by the Contractor (or on its behalf). By signing the Contract, the Contractor shall be deemed to have granted to the Employer copyright and intellectual property rights to copy, use, distribute, and modify the Contractor's Documents and the design. Such rights shall be transferable, royalty-free, irrevocable, and unrestricted for use by third parties. These rights shall apply for the purposes of completing the Works and shall: • remain in effect throughout the service life of the relevant part of the Works (whether actual or intended, whichever is longer); • entitle the rightful holder of the relevant part of the Works to copy, use, distribute, modify, adjust, repair, or demolish the Works by using the Contractor's Documents and the design; • where the Contractor's Documents and the design are in the form of electronic files, computer programs or other software, entitle the Employer to use them on any computer at the Site, the Employer's offices, the Employer's Representative's offices, and other locations specified in the Contract. In the event of termination of the Contract: • under Sub-Clause 15.2 [Termination by Employer for Contractor's Default], the Employer shall have the right to copy, use, and distribute the Contractor's Documents and design; • under Sub-Clause 15.5 [Termination by Employer for Convenience], Sub-Clause 16.2 [Termination by Contractor], or Sub-Clause 18.5 [Optional Termination], the Employer shall have the right to copy, use, and distribute the Contractor's Documents,

		provided that the Contractor has received the relevant payments. The Employer (or any party on its behalf) shall not, without the prior consent of the Contractor, use, copy, or transmit the Contractor's Documents and design for any purposes other than those stated above, nor allow any third party to do so.
1.10 Use of Employer's Documents by Contractor		The Employer shall retain copyright and other intellectual property rights in the Employer's Requirements and other documents prepared by or on behalf of the Employer. The Contractor may, at its own cost, copy, use, and transmit such documents for the purpose of executing the Contract. Except as required for the purposes of the Contract, the Contractor shall not, without the Employer's prior consent, use, copy, or transmit such documents (in whole or in part) to any third party.
1.11 Confidentiality		The Employer may, for the purpose of verifying the Contractor's compliance with its obligations under the Contract, make a reasonable request for information, and in such case the Contractor shall be obliged to provide the requested confidential and other information. The Contractor shall treat all documents forming part of the Contract as confidential, except as necessary for the performance of its obligations under the Contract. The Contractor shall not, without the prior consent of the Employer, publish, permit to be published, or disclose any information relating to the Contract, whether of a technical, commercial, or other nature. All information submitted by the Contractor and marked "confidential" shall be kept confidential by the Employer and its personnel. The Employer and its personnel shall not disclose or permit disclosure of such confidential information to any third party, except as required for the exercise of the Employer's rights under Sub-Clause 15.2 [Termination by Employer for Contractor's Default]. The Parties' obligations of confidentiality shall not apply in the following cases: (a) where the receiving Party already possessed the information without obligation of confidentiality prior to its receipt from the other Party; (b) where the information has entered the public domain without breach of the Contract; (c) where the information has been lawfully obtained by the receiving Party from a third party without obligation of confidentiality.
1.12 Compliance with Laws		The Contractor and the Employer shall, in performing the Contract, comply with all applicable laws and regulations, unless otherwise stated in the Employer's Requirements.

		(a) The Employer shall have obtained (or shall obtain) the planning, zoning, building, or similar permits, licenses, certificates and/or approvals required for the Permanent Works, together with any other permits specified in the Employer's Requirements to be obtained by the Employer. Except where the failure arises due to the Contractor's non-compliance with sub-paragraph (c) below, the Employer shall indemnify and hold the Contractor harmless against the consequences of any failure to obtain such permits, approvals, or certificates. (b) The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses, certificates, and approvals required under the laws and regulations in relation to the execution of the Works. Except where the failure arises due to the Employer's non-compliance with Sub-Clause 2.2 [Permits, Licences or Approvals], the Contractor shall indemnify and hold the Employer harmless against the consequences of any failure to do so. (c) In order to obtain any permits, licenses, certificates, or approvals which the Employer is required to obtain under sub-paragraph (a), the Contractor shall provide the Employer, within the time specified in the Employer's Requirements, with all such assistance, support, and documentation as may reasonably be required or specified. (d) The Contractor shall comply with any permits, licenses, certificates, or approvals obtained by the Employer under sub-paragraph (a). If the Contractor suffers delay and/or incurs Cost as a result of the Employer's error or delay in obtaining any permit, license, certificate, or approval referred to in sub-paragraph (a), despite the Contractor's compliance with sub-paragraph (c), the Contractor shall be entitled, subject to Sub-Clause 20.2 [Claims for Extension of Time and/or Additional Payment], to an extension of time and/or payment of Cost plus profit. If the Employer incurs additional cost as a result of the Contractor's failure to comply with sub-paragraph (c), or (b) or (d) provided that the Employer has complied with Sub-Clause 2.2 [Permits, Licences or Approvals], the Employer shall be entitled, subject to Sub-Clause 20.2 [Claims for Additional Payment and/or Extension of Time], to payment by the Contractor of such cost.
1.13 Joint and Several Liability		If the Contractor constitutes a joint venture: (a) the members of the joint venture shall be jointly and severally liable to the Employer for the performance of the Contractor's obligations under the Contract; (b) the leader of the joint venture shall have authority to bind the Contractor and each member of the joint venture; and

		(c) the members shall not alter the membership, the responsibilities of each member for executing the respective Sections or parts of the Works, or the legal status of the joint venture without the prior consent of the Employer (provided that such consent shall not relieve the joint venture or any member from any liability under sub-paragraph (a) above).
1.14 Limitation of Liability		Neither Party shall be liable to the other Party for loss of use of the Works, loss of profit, loss of any contract, or for any indirect or consequential loss or damage arising out of or in connection with the performance of the Contract, except for: Sub-Clause 8.8 [Delay Damages]; Sub-Clause 13.3.1(c) [Variation by Instruction]; Sub-Clause 15.7 [Payment after Termination for Employer's Convenience]; Sub-Clause 16.4 [Payment after Termination by Contractor]; Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor]; and Sub-Clause 17.5 [Indemnities by Employer]. Except as provided under the above Sub-Clauses, the total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed the amount stated in the Contract Data or, if no amount is stated, the Contract Price, provided that this limitation shall not apply to: Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; Sub-Clause 4.19 [Temporary Services]; Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; and the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor]. This Sub-Clause shall not limit the liability of a Party in cases of fraud, gross negligence, deliberate default, or reckless or unlawful misconduct.
1.15 Termination of the Contract		Subject to compliance with any mandatory requirements of the governing law, termination of the Contract under any Clause or Sub-Clause of these Conditions shall not require either Party to take any action or measure other than those expressly stated in such Clause or Sub-Clause.
2. EMPLOYER		
2.1 Right of Access to the Site		The Employer shall give the Contractor possession of and right of access to the Site within the time stated in the Contract Data. Such possession of the Site and right of access shall not be exclusive to the Contractor.

		Where under the Contract the Employer is required to give possession of foundations, structures, Plant, or means of access to the Contractor, the Employer shall do so in accordance with the time and procedures stated in the Employer's Requirements. The Employer may withhold such possession or access until the Performance Security has been received. If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to and possession of the Site on the Commencement Date. If the Contractor suffers delay and/or incurs Cost because the Employer fails to give possession of and access to the Site within the specified time, the Contractor shall be entitled, subject to Sub-Clause 20.2 [Claims for Extension of Time and Additional Payment], to an extension of time and payment of Cost plus profit. However, the Contractor shall lose this entitlement to the extent that the Employer's failure was caused by the Contractor's failure to submit Contractor's Documents on time, or by errors or omissions in such documents. Where the Employer is required under the Contract to give possession of foundations, structures, Plant, or means of access in accordance with the Contractor's Documents, the Contractor shall provide such documents to the Employer in accordance with the time and procedures stated in the Employer's Requirements.
2.2 Assistance		If the Contractor so requests, the Employer shall promptly provide the following assistance to the Contractor: • relevant laws and regulations not publicly available; • permits, licenses, and approvals required under the applicable laws and regulations (together with information necessary for obtaining them), including those which the Contractor is required to obtain under Sub-Clause 1.12 [Compliance with Laws]; • customs clearance for the importation of Goods and materials required for the Works; • clearance of the Site, and arrangements required for the Contractor's Equipment to pass through the country's borders.
2.3 Employer's Personnel and Other Contractors		The Employer shall ensure that the Employer's Personnel and any other contractors on or near the Site comply with the following obligations: • cooperate with the Contractor in accordance with Sub-Clause 4.6 [Co-operation]; • comply with the obligations equivalent to those imposed on the Contractor under Sub-Clauses 4.8(a) to (e) [Health and Safety Obligations] and Sub-Clause 4.18 [Protection of the Environment].

		If it is proven that any Employer's Personnel or any other contractor (if any) has engaged in corruption, bribery, fraud, collusion, or coercion, the Contractor shall be entitled to require the removal of such person from the Site.
2.4 Employer's Financial Arrangements		The Employer's obligations regarding project financing shall be detailed in the Contract Data. If the Employer intends to make a material change to the financing arrangements, or if the Employer's financial position changes so as to affect its ability to make payments due within the period specified by the Employer, the Employer shall promptly give a Notice to the Contractor with full details. If the Contractor: • receives an instruction for a Variation exceeding ten percent (10%) of the Contract Price stated in the Contract Agreement, or if the total Variations exceed thirty percent (30%) of the Contract Price; or • has not received payment in accordance with Sub-Clause 14.7 [Payment]; or • has not received a Notice from the Employer regarding a material change in financing as required under this Sub-Clause; then the Contractor shall be entitled to submit a request for clarification, and the Employer shall, within 28 days after receiving such request, provide evidence demonstrating its ability to make due payments.
2.5 Site Data and Information		The Employer shall, prior to the Base Date, make available to the Contractor all relevant information in its possession regarding the topography, hydrogeology, climatic and environmental conditions of the Site, and shall likewise promptly provide any such information obtained after the Base Date. The reference points, coordinates, levels, and site boundaries ("Site Data") shall be clearly specified in the Employer's Requirements. Except as otherwise stated in Sub-Clause 5.1 [General Design Obligations], the Employer shall not be responsible for the accuracy, sufficiency, or completeness of the Site Data and information.
2.6 Employer-Supplied Materials and Employer's Equipment		If so specified in the Employer's Requirements, the Employer shall provide to the Contractor, for the purpose of executing the Works, the materials and the Employer's Equipment at the times, prices, and in the manner stated in the Employer's Requirements. The Contractor shall be responsible for the operation, maintenance, care, and safe keeping of the Employer's

		Equipment while it is being used, operated, driven, or controlled by the Contractor's Personnel.
3. EMPLOYER'S SUPERVISION		
3.1 Employer's Representative		The Employer shall appoint the Employer's Representative, who shall have authority to act on behalf of the Employer unless otherwise stated in the Contract. The Employer's Representative shall exercise the Employer's authority (unless and until the Employer notifies the Contractor that the Employer's Representative has no authority to act on its behalf), except in respect of Clause 15 [Termination by Employer]. The Employer's Representative (if a legal entity, then the person duly authorized to represent it) shall: • exercise the powers and duties assigned to him; • be capable of performing such powers and duties; • possess the necessary professional skills; • have full command of the language stated in Sub-Clause 1.4 [Governing Law and Language]. If the Employer's Representative is a legal entity, the Employer shall give Notice to the Parties identifying the individual authorized to act on behalf of such entity (or replacing such individual). Such Notice shall take effect when received by the Parties. Where the authority of such individual ceases, the Employer's Representative shall give Notice accordingly. If the Employer replaces the individual authorized to act as Employer's Representative, the Employer shall give the Contractor at least 14 days' prior Notice of the name, address, powers, duties, and date of appointment of the replacement. The Contractor may, with reasonable grounds, object to the appointment of a new Employer's Representative (whether a legal entity or individual), in which case the Employer shall not proceed with such appointment.
3.2 Other Employer's Personnel		The Employer or the Employer's Representative may, by giving Notice to the Contractor, delegate or revoke duties and authority to assistants. Such Notice shall state the name of the assistant, the duties and tasks assigned, and the authority conferred. The Notice shall take effect when received by the Contractor. The Employer's Representative shall not delegate the following powers and duties: • the authority and duties under Sub-Clause 3.5 [Agreement or Determination]; • the authority to issue a notice under Sub-Clause 15.1 [Notice to Correct]. Any assistants to whom duties and authority are delegated shall have full command of the language stated in Sub-

		Clause 1.4 [Governing Law and Language] and shall be competent to carry out such duties and authority.
3.3 Delegated Persons		Employer's Representatives and assistants delegated under Sub-Clauses 3.1 [Employer's Representative] and 3.2 [Other Employer's Personnel] shall have authority only within the scope defined in their delegation to give instructions, issue Notices, and communicate with the Contractor. Any approvals, inspections, records, reports, instructions, requests, Notices, or tests issued by such delegated persons within the scope of their authority shall have the same effect as if issued by the Employer. However: (a) unless otherwise stated in the written delegation, no act of a delegated person shall relieve the Contractor of any obligation or responsibility under the Contract; (b) if the Contractor requires clarification in relation to any instruction, communication, or Notice issued by a delegated person, the Contractor shall give a Notice to the Employer. If the Employer does not respond within 7 days after receipt of such Notice, or does not modify or revoke the instruction, communication, or Notice issued by the delegated person, it shall be deemed to have been approved by the Employer.
3.4 Instructions		The Employer may at any time issue to the Contractor such instructions as are necessary for the execution of the Works, through the Employer's Representative or assistants in accordance with the Contract. Each instruction shall specify the relevant obligation and refer to the applicable provision of the Contract. The Contractor shall receive instructions only from the Employer's Representative, or from assistants who have been duly authorized under Sub-Clause 3.2 [Other Employer's Personnel] to issue instructions. The Contractor shall comply with instructions given by the Employer's Representative or such authorized assistants. If an instruction involves a Variation, it shall be governed by Sub-Clause 13.3.1 [Variation by Instruction]. If an instruction does not expressly state that it involves a Variation but the Contractor considers that it: • constitutes a Variation, or • is not in compliance with applicable laws, or • does not ensure health and safety, or • is technically impossible, then the Contractor shall, before commencing any work related to such instruction, promptly give a Notice to the Employer. If, within 7 days after receiving the Contractor's Notice, the Employer does not confirm, reverse, or modify the instruction by issuing a further Notice, the instruction shall be

		deemed revoked. If the Employer issues a response, the Contractor shall comply with such response.
3.5 Agreement or Determination		The Employer's Representative shall exercise the duties under this Sub-Clause independently and not as an agent of the Employer. When discussing or making a determination on any matter or Claim under the Contract, the Employer's Representative shall proceed in accordance with the following procedure:
3.5.1.		Amicable Settlement The Employer's Representative shall consult with the Parties jointly and separately, making every effort to encourage an amicable settlement. The Employer's Representative shall promptly commence such efforts within the period specified in Sub-Clause 3.5.3 [Time Limit]. Unless otherwise agreed by the Parties or proposed by the Employer's Representative, the Employer's Representative shall issue a Notice to the Parties recording the settlement reached. If the Parties reach a settlement within the time specified in Sub-Clause 3.5.3 [Time Limit], the Employer's Representative shall issue to the Parties a Notice, signed by the Parties, confirming the settlement. This Notice shall be entitled a "Notice of Amicable Settlement" and shall be accompanied by a copy of the document evidencing the agreement. If: • no settlement is reached within the time specified in Sub-Clause 3.5.3 [Time Limit]; or • either Party notifies the Employer's Representative within the time specified that an amicable settlement is not possible, then the Employer's Representative shall issue the relevant Notice to the Parties and proceed promptly in accordance with Sub-Clause 3.5.2 [Determination by the Employer's Representative].
3.5.2		Determination by the Employer's Representative The Employer's Representative shall, taking into account all relevant circumstances, make a fair determination of any matter or Claim in accordance with the Contract. The Employer's Representative shall give a decision within the period specified in Sub-Clause 3.5.3 [Time Limit] and issue a Notice to the Parties. This Notice shall be entitled a "Notice of Determination by the Employer's Representative" and shall set out in detail the reasons and supporting documents for the decision.
3.5.3		Time Limit If the Parties reach an amicable settlement, the Employer's Representative shall give Notice of such settlement to the Parties within 42 days after, or within such other period as the

		Employer's Representative may propose and the Parties may agree, from the following dates: • where the Parties are to reach an agreement or determination on a matter (other than a Claim), from the commencement of the relevant period stated in the applicable provisions of the Contract; • for a Claim under Sub-Clause 20.1(c) [Claims], from the date on which the Employer's Representative receives the Notice of Claim under Sub-Clause 20.1; • for a Claim under Sub-Clause 20.1(a) or (b), from: o the date of receipt of the fully detailed Claim under Sub-Clause 20.2.4 [Fully Detailed Claim]; or o in the case of a continuing effect Claim, the date of receipt of the interim or final fully detailed Claim under Sub-Clause 20.2.6 [Claims for Continuing Effect]. If the Employer's Representative makes a determination, the Notice of Determination shall be issued within 42 days after the relevant date under Sub-Clause 3.5.1, or within such other period as the Employer's Representative may propose and the Parties may agree. If the Employer's Representative fails to give a Notice of amicable settlement or determination within the required period: • any Claim made by either Party shall be deemed to have been rejected by the Employer's Representative; and • for any matter requiring agreement or determination (other than a Claim), the Parties may refer the matter directly to the DAAB under Sub-Clause 21.4 [Obtaining DAAB's Decision] without the need for a Notice of Dissatisfaction. In such case, Sub-Clause 3.5.5 and Sub-Clause 21.4.1 shall not apply.
3.5.4		Consequences of Agreement or Determination Any agreement or determination shall be binding on the Parties and shall be complied with, unless and until amended under this Sub-Clause or revised under Clause 21 [Disputes and Arbitration]. If an agreement or determination requires payment from one Party to the other, the Contractor shall include the relevant amount in the next Statement, and the Employer shall include it in the next payment in accordance with Sub-Clause 14.7 [Interim Payments] and Sub-Clause 14.13 [Final Payment]. If, within 14 days after receiving a Notice of an agreement or determination, a clerical, typographical, or arithmetical error is discovered: (a) if the Employer's Representative discovers the error, he

		shall promptly give Notice to the Parties; (b) if either Party discovers the error, it shall promptly give Notice to the Employer's Representative. If the Employer's Representative considers that no error exists, he shall promptly give Notice to the Parties accordingly. The Employer's Representative shall, within 7 days after discovering the error or receiving the Notice under (b), correct the Notice of agreement or determination and issue the corrected version to the Parties. The corrected agreement or determination shall have the same effect as the original under the Contract.
3.5.5		Notice of Dissatisfaction with the Employer's Representative's Determination If either Party is dissatisfied with a determination of the Employer's Representative, it shall: • give a Notice of Dissatisfaction to the other Party, with a copy to the Employer's Representative; • such Notice shall be titled "Notice of Dissatisfaction with the Employer's Representative's Determination" and shall state the reasons for dissatisfaction. This Notice shall be given within 28 days after receiving the Notice of determination under Sub-Clause 3.5.2 [Determination by the Employer's Representative] or the corrected determination under Sub-Clause 3.5.4 [Consequences of Agreement or Determination], or (if no determination is issued) within 28 days after the expiry of the time limit under Sub-Clause 3.5.3 [Time Limit], when the Claim is deemed to have been rejected. Thereafter, either Party may refer the matter to the DAAB in accordance with Sub-Clause 21.4 [Obtaining DAAB's Decision]. If no Notice of Dissatisfaction is given within the said 28 days, the Employer's Representative's determination shall be deemed to have been accepted by both Parties and shall become final and binding. If a Party is dissatisfied with only part of the determination, the Notice of Dissatisfaction shall identify the part(s) concerned. The undisputed part of the determination shall remain unaffected, and shall be deemed final and binding. If either Party fails to comply with an amicable settlement under Sub-Clause 3.5 or with a final and binding determination of the Employer's Representative, the other Party shall be entitled, without prejudice to any other rights, to refer the matter directly to arbitration under Sub-Clause 21.6 [Arbitration]. In such case, the provisions of the first and third paragraphs of Sub-Clause 21.7 shall apply.

3.6 Meetings		Either Party may require the other Party to attend management meetings in order to discuss matters related to the execution of the Works and the future work to be carried out. At the request of either Party, other contractors of the Employer, public authorities, officials, public utility providers, and Subcontractors may also attend such meetings. The Employer shall keep minutes of each management meeting and provide copies of the minutes to those attending. Any actions to be taken as recorded in such meetings and minutes shall be in accordance with the Contract.
4. CONTRACTOR		
4.1 Contractor's General Obligations		The Contractor shall execute the Works in accordance with the Contract. On completion, the Works (including any Section or major item of Plant, if specified) shall be fit for the purpose defined in the Employer's Requirements, or if no purpose is stated, fit for their intended use. The Contractor shall provide all Plant (temporary and permanent, including spare parts if specified), Contractor's Documents as stated in the Employer's Requirements, Contractor's Personnel, Goods, materials, and other things and services necessary for execution and completion of the Works and the remedying of any defects. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Project Implementation Plan, and all work which, although not specifically mentioned in the Contract, is necessary for stability, completeness, and safe operation of the Works for their intended purpose. The Contractor shall carry out all construction and its operations safely, sustainably, and in compliance with quality standards. When required by the Employer, the Contractor shall submit details of methods and schedules for execution of the Works. The Contractor shall not make substantial modifications to such methods or schedules without prior Notice to the Employer.
4.2 Performance Security		The Contractor shall, at its own cost, provide a Performance Security in the currency and amount stated in the Contract Data for the due performance of the Contract. If no amount of the Performance Security is stated in the Contract Data, this Sub-Clause shall not apply.
4.2.1		Contractor's Obligations The Contractor shall deliver the Performance Security to the Employer within 28 days after the Parties have signed the Contract Agreement. The Performance Security shall be issued by a legal entity acceptable to the Employer, and shall be in the form annexed to the Particular Conditions or in any

		other form approved by the Employer. Approval of an alternative form shall not relieve the Contractor of any obligations under this Sub-Clause. The Performance Security shall remain valid until the Performance Certificate has been issued and Sub-Clause 11.11 [Release of the Site] has been implemented. If the Performance Security states an expiry date, and the Performance Certificate has not been issued at least 28 days before that date, the Contractor shall extend the validity of the Performance Security until the Performance Certificate has been issued and Sub-Clause 11.11 [Release of the Site] has been implemented. If Variations and adjustments under Clause 13 [Variations and Adjustments] result in the Contract Price stated in the Contract Agreement being changed by more than twenty percent (20%): • where the Contract Price is increased, the Contractor shall, at the Employer's request, increase the amount of the Performance Security accordingly. Any additional costs incurred by the Contractor as a result of such request shall be dealt with under Sub-Clause 13.3.1 [Variation by Instruction]; • where the Contract Price is decreased, the Contractor may, with the Employer's approval, reduce the amount of the Performance Security accordingly.
4.2.2		Security of Obligations by Performance Security The Employer shall be entitled to make a demand under the Performance Security only in the following cases: • if the Contractor fails to extend the validity of the Performance Security as required under this Sub-Clause, the Employer may demand payment of the full amount (or the balance remaining after any previous calls); • if the Contractor fails to pay the Employer within 42 days after the date of a determination or decision requiring payment under Sub-Clause 3.5 [Agreement or Determination] or Clause 21 [Disputes and Arbitration]; • if the Contractor fails to remedy a default specified in a Notice under Sub-Clause 15.1 [Notice to Correct] within 42 days or within the period specified in such Notice; • if, whether or not a Notice of termination has been issued, the circumstances entitling the Employer to terminate under Sub-Clause 15.2 [Termination by Employer for Contractor's Default] have arisen; • if the Contractor fails to perform its obligations under Sub-Clause 11.5 [Removal of Defects outside the

		Site] to remove, repair, return, re-install, and test any Plant found to be defective or damaged, within the period stated in the Contractor's Notice. If the Employer makes a call on the Performance Security when not entitled to do so, the Employer shall indemnify the Contractor against all losses, damages, costs, and expenses (including legal fees and court costs) incurred by the Contractor as a result. Any amount recovered by the Employer under the Performance Security shall be set off against: • the Final Payment to be made under Sub-Clause 14.13 [Final Payment]; or • in the event of termination, any payment due to the Contractor under Sub-Clause 15.4 [Payment after Termination for Contractor's Default], Sub-Clause 15.7 [Payment after Termination by Employer's Convenience], Sub-Clause 16.4 [Payment on Termination by Contractor], Sub-Clause 18.5 [Optional Termination, Payment and Release], or Sub-Clause 18.6 [Release from Performance under the Law], as the case may be.
4.2.3		Return of Performance Security The Employer shall return the Performance Security in the following cases: • within 21 days after the issue of the Performance Certificate and the Contractor has fulfilled its obligations under Sub-Clause 11.11 [Release of the Site]; • in the event of termination under Sub-Clause 15.5 [Employer's Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor], Sub-Clause 18.5 [Optional Termination, Payment and Release], or Sub-Clause 18.6 [Release from Performance under the Law], the Employer shall return the Performance Security promptly after the date of termination.
4.3 Contractor's Representative		The Contractor shall appoint the Contractor's Representative, who shall exercise all the Contractor's rights and obligations under the Contract, except for the appointment of a replacement Contractor's Representative. The Contractor's Representative shall be a suitably qualified, experienced, and competent engineer in a relevant discipline and shall be fluent in the language defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative is not named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent the name and details of the person proposed. If the Employer does not grant

		consent, withdraws such consent, or if the appointed person fails to carry out his duties, the Contractor shall submit the name and details of another suitable person. If the Employer does not reject or object within 28 days of receiving the proposal, the Employer shall be deemed to have given consent. Except in the case of death, illness, incapacity, or resignation of the Contractor's Representative, the Contractor shall not remove or replace him without the Employer's prior consent, until a replacement has been approved. Unless otherwise agreed by the Employer, the Contractor's Representative shall be responsible for the performance of the Contract and shall, throughout the execution of the Works, act on behalf of the Contractor in delivering Notices, communications under Sub-Clause 1.3 [Notices and Other Communications], and receiving instructions under Sub-Clause 3.4 [Instructions]. Unless otherwise agreed by the Employer, the Contractor's Representative shall reside on the Site for the duration of the execution of the Works. If the Contractor's Representative is temporarily unable to be on Site, the Contractor shall, with the Employer's prior consent, appoint a suitable person to act in his absence. The Contractor's Representative may delegate his authority to suitably qualified and experienced persons, and may revoke any such delegation at any time, except for the following: • receiving and giving Notices and other communications under Sub-Clause 1.3 [Notices and Other Communications]; • receiving instructions under Sub-Clause 3.4 [Instructions]. Such delegation or revocation shall only take effect upon the Employer's receipt of a Notice specifying the person's name, the authority delegated or revoked, and the period of delegation. Any delegated person shall be fluent in the language defined in Sub-Clause 1.4 [Law and Language].
4.4 Subcontractors		The Contractor shall not subcontract: • any part of the Works the value of which exceeds the percentage stated in the Contract Data (or, if no percentage is stated, the whole of the Works); or • any part of the Works which is specified in the Contract Data as not to be subcontracted. The Contractor shall be responsible to the Employer for the acts, defaults, performance, management, and coordination of Subcontractors, their agents, and employees. Where stated in the Contract Data, the Contractor shall give the Employer not less than 28 days' Notice of:

		• the date of appointment of the Subcontractor and information concerning its experience; • the date the Subcontractor is to commence work; • the date the Subcontractor is to commence work on the Site.
4.5 Nominated Subcontractors		In this Sub-Clause, "Nominated Subcontractor" means a Subcontractor who is either named in the Employer's Requirements or one whom the Employer instructs the Contractor to engage as a Subcontractor under Sub-Clause 13.4 [Provisional Sums].
4.5.1.		Objection to Nominated Subcontractors The Contractor shall not be obliged to employ a Nominated Subcontractor instructed by the Employer if the Contractor gives a Notice of reasonable objection to the Employer within not less than 14 days after receiving the instruction. The Employer shall not be required to indemnify the Contractor against the consequences of such objection. An objection shall be deemed reasonable if it is based on one of the following (among other possible grounds): • there are reasons to believe that the Nominated Subcontractor lacks adequate professional competence, resources, or financial capacity; • the subcontract does not provide that the Nominated Subcontractor, its representatives, or employees shall be liable to the Contractor for misuse of goods, or for negligence or careless performance causing loss to the Contractor; • the subcontract does not include provisions for the Nominated Subcontractor to execute the design (if any) and the Works required by the subcontract; • the subcontract does not include adequate provisions to relieve the Contractor of responsibility for the Nominated Subcontractor's failure to fulfill its obligations and to protect the Contractor from the consequences thereof.
4.5.2		Payments to Nominated Subcontractors The Contractor shall pay the amounts due to each Nominated Subcontractor in accordance with the subcontract. Except as provided in Sub-Clause 4.5.3 [Evidence of Payment], the amounts payable to Nominated Subcontractors, together with any other charges, shall be included in Provisional Sums under Sub-Clause 13.4(b) [Provisional Sums] and shall be deemed to be included in the Contract Price.
4.5.3		Evidence of Payments Prior to making any Interim Payment under Sub-Clause 14.7 [Interim Payments] in respect of a Nominated Subcontractor, the Employer may require the Contractor to submit

		reasonable evidence that the Nominated Subcontractor has received all amounts due in respect of previous Interim Payments, less any retention or other deductions. If the Contractor fails to provide the evidence specified in (a) and (b) below, the Employer may (at its sole discretion) pay directly to the Nominated Subcontractor all or part of the amounts previously due (after deducting applicable retentions): (a) the Contractor has failed to provide the required evidence, and (b) the Contractor has failed to notify the Employer in writing of the reasons for withholding or delaying payment, or has failed to submit evidence that such notice has been given to the Nominated Subcontractor. Following such direct payment, the Employer shall issue a Notice to the Contractor setting out the amount paid to the Nominated Subcontractor, and shall deduct the same from the next Interim Payment in accordance with Sub-Clause 14.6.1(b) [Interim Payments].
4.6 Co-operation		The Contractor shall, in accordance with the Employer's Requirements and any instructions issued by the Employer, co-operate with and provide access and working arrangements on the Site and its vicinity for the execution of work not included in this Contract to the following parties: • the Employer's Personnel; • other contractors engaged by the Employer; • staff of public authorities and employees of public utility service providers. Providing access and working arrangements may include, inter alia, permitting the use of the Contractor's Equipment, Temporary Works, means of access and egress, and the Contractor's facilities and services on the Site. The Contractor shall remain responsible for the construction works on the Site and shall use best endeavours to direct and coordinate the activities of the other contractors (if any) within the scope of the Employer's Requirements and the instructions given by the Employer. If compliance with such instructions on co-operation, provision of working arrangements, and coordination results in delay or additional Cost due to circumstances unforeseeable from the Employer's Requirements, the Contractor shall be entitled, subject to Sub-Clause 20.2 [Claims for Additional Time and/or Payment], to an extension of time and to payment of Cost plus reasonable profit.
4.7 Setting Out the Site		The Contractor shall set out the Works in reliance upon the Site Data provided under Sub-Clause 2.5 [Site Data and Information]. The Contractor shall:

		• verify the accuracy of the Site Data before using it; • rectify any errors in the Site Data, including position, levels, dimensions, and alignment; • ensure the correct positioning of all parts of the Works.
4.8 Safety Procedures and Health Obligations		The Contractor shall: • comply with all applicable laws and regulations relating to occupational health and safety (OHS); • perform its obligations regarding OHS as set out in the Contract; • follow the instructions of the Contractor's OHS officer appointed under Sub-Clause 6.7 [Health and Safety of Personnel]; • ensure the health and safety of all persons at the Site and other places where the Works are carried out (if any); • keep the Site and other working areas (if any) clear of unnecessary obstructions and in a tidy and safe condition. The Contractor shall provide fencing, barriers, lighting, safe means of access and egress, and security arrangements as necessary: • until the Works are taken over in accordance with Clause 10 [Employer's Taking Over]; • during the execution of outstanding Works or remedying of Defects during the Defects Notification Period; • to safeguard neighbouring properties, occupiers, and the public, and to maintain access and services, including the construction of Temporary Works such as roads, footpaths, enclosures, and security facilities. The Contractor shall submit to the Employer, not less than 21 days prior to the Commencement Date or before starting construction work on the Site, a project-specific OHS Manual. This Manual shall incorporate all documents required by applicable OHS laws and regulations, and shall include: • the requirements stated in the Employer's Requirements; • the OHS obligations of the Contractor under the Contract; • measures to ensure a healthy and safe working environment for all persons on the Site and other related locations (if any). The Contractor shall update and improve the OHS Manual whenever necessary, at the request of the Employer, the Contractor's OHS officer, or otherwise. Each revision shall be promptly submitted to the Employer.

		In the event of an accident, the Contractor shall provide the Employer with detailed information as soon as reasonably practicable, and immediately in cases of fatality or serious injury, in addition to the reports required under Sub-Clause 4.20(g) [Progress Reports]. The Contractor shall maintain records and reports of OHS performance and of damage to property, in accordance with applicable OHS laws, regulations, and the Employer's requirements.
4.9 Quality Management and Contract Compliance System	4.9.1	Quality Management System The Contractor shall develop and implement a quality management system to demonstrate compliance with the requirements of the Contract. The Contractor shall prepare the quality management system separately and submit it to the Employer within 28 days after the Commencement Date. Each time the quality management system is revised or improved, a copy shall be submitted to the Employer without delay. The quality management system shall conform to the Employer's Requirements (if any) and shall include the following activities: • Identifying how Notices and other communications under Sub-Clause 1.3 [Notices and Other Communications], the Contractor's Documents, records of work stages, operation and maintenance manuals, and records of events relate to the relevant materials, Works, personnel, and tests; • Demonstrating the proper management and coordination of the stages of the Works and the interrelations among Subcontractors; • Submitting the Contractor's Documents to the Employer for review. The Contractor shall carry out internal audits of the quality management system at intervals not exceeding six months. Within 7 days after completion of each internal audit, the Contractor shall submit the audit report to the Employer. The report shall include recommendations for improvements to the quality management system and its implementation. Where required by the Contractor's quality assurance certification, an external audit shall be carried out. If deficiencies are identified during such external audit, the Contractor shall promptly notify the Employer by means of a Notice specifically describing such deficiencies. Where the Contractor is a partnership, this obligation shall apply to each partner.
	4.9.2	Contract Compliance System The Contractor shall prepare and implement a contract compliance system to demonstrate that the design,

		materials, Employer-supplied materials (if any), Plant, workmanship, and execution of the Works comply with the Contract. The contract compliance system shall be as detailed in the Employer's Requirements (if any) and shall include the method by which the Contractor will report the results of inspections and tests. Where any inspection or test fails, Sub-Clause 7.5 [Defects and Rejection] shall apply.
4.9.3		General Provision Compliance by the Contractor with the Quality Management System and the Contract Compliance System shall not relieve the Contractor of any of its obligations or liabilities under the Contract.
4.10 Use of Site Data		The Contractor shall examine and verify all data provided by the Employer in accordance with Sub-Clause 2.5 [Site Data and Information].
4.11 Sufficiency of the Contract Price		The Contractor shall be deemed to have accepted that the Contract Price stated in the Contract Agreement is accurate and sufficient. Unless otherwise stated in the Contract, the Contract Price shall be deemed to include all obligations of the Contractor under the Contract and all matters necessary for the proper execution and completion of the Works.
4.12 Unforeseeable Conditions		Unless otherwise stated in the Particular Conditions: The Contractor shall be deemed to have obtained all necessary information regarding risks, unforeseeable works, and other circumstances that may affect the Works. By signing the Contract Agreement, the Contractor shall be deemed to have taken into account the costs and potential difficulties necessary for the successful completion of the Works. No adjustment to the Contract Price shall be made on account of foreseeable or unforeseeable conditions or any costs arising therefrom.
4.13 Right of Way and Use of Roads and Structures		The Contractor shall, for the purpose of access to the Site and execution of the Works, obtain any required permits for special or temporary roads and shall bear the cost of all related fees and charges. The Contractor shall also, for the purpose of carrying out the Works, obtain any required permits for additional facilities to be constructed outside the Site and shall bear all associated costs and risks.
4.14 Avoidance of Interference with Public and Others' Interests		The Contractor shall not, except where unavoidable or beyond reasonable limits: • Disturb the public peace and quiet; or • Close, obstruct, or otherwise limit the possession or use of the Employer's or others' property, or any public roads or footpaths.

		If the Contractor acts beyond such limits, the Contractor shall be liable for any loss, damage, or expense (including all legal costs) incurred by the Employer as a result.
4.15 Access Routes to the Site		As of the Base Date, the Contractor shall be deemed to have accepted the adequacy and suitability of the access routes to the Site. The Contractor shall take all necessary measures to prevent damage to roads and bridges caused by its personnel or vehicles. This includes ensuring that the relevant vehicles comply with the applicable legal requirements for road load limits and width (where applicable) and that the roads are used properly. Unless otherwise stated in the Contract: • The Contractor shall be responsible (as between the Parties) for any damage, and the necessary maintenance and repair, to the access routes caused by its use; • The Contractor shall provide signs and markings along the access routes and, where required, obtain the necessary permits from the relevant authorities; • The Contractor shall indemnify the Employer against any claims brought by third parties arising out of the Contractor's use of the access routes; • The Employer shall give no warranty regarding the adequacy or suitability of any particular access route; • The Contractor shall bear all costs arising from inadequacy or unsuitability of the access routes. If, after the Base Date, the access routes are changed by the Employer or by a third party due to inadequacy or unsuitability, and the Contractor thereby suffers delay or incurs additional Cost, the Contractor shall be entitled, under Sub-Clause 20.2 [Claims For Additional Time and/or Cost], to an extension of time and/or payment of such Cost.
4.16 Transport of Goods and Materials		The Contractor shall: • Give the Employer not less than 21 days' prior notice (in accordance with the Employer's Requirements) of the date on which any Plant or major item of other Goods or Materials will be delivered to the Site; • Package, load, transport, receive, unload, store, maintain, and protect all Goods, Materials, and other things required for the execution of the Works; • Be responsible for all customs clearance, permits, duties, taxes, fees, and other obligations necessary for the import and transportation of Goods and Materials to the Site; • Indemnify the Employer against, and settle with third parties, all claims, losses, damages, costs (including all legal expenses), and liabilities arising out of or in

		connection with the importation or transportation of the Goods and Materials.
4.17 Contractor's Equipment		The Contractor shall be fully responsible for all Contractor's Equipment. Once brought to the Site, the Contractor's Equipment shall be used solely for the purpose of executing the Works. The Contractor shall not remove any principal items of Contractor's Equipment from the Site without the Employer's consent. Vehicles transporting Goods, Materials, or the Contractor's Personnel to or from the Site shall not require such consent. In addition to the notice under Sub-Clause 4.16 [Transport of Goods and Materials], the Contractor shall notify the Employer of the date on which the principal items of Contractor's Equipment are delivered to the Site. This notice shall be given within 7 days of the arrival of such Equipment and shall specify whether the Equipment is owned by the Contractor, a Subcontractor, or another party, and if leased or loaned, shall include the official details of the lessor or lender.
4.18. Environmental Protection		The Contractor shall: Protect the environment (within and around the Site); Comply with the Environmental Impact Assessment (if any); Take all necessary measures to minimize damage or adverse impacts on the public and property caused by the Contractor's activities, pollution, or noise; The Contractor shall ensure that air emissions, soil contamination, and the level of pollutants in wastewater discharged into drainage systems resulting from its activities shall not exceed the limits specified in the Employer's Requirements and applicable laws and regulations.
4.19 Temporary Facilities (Water, Electricity, Gas, and Others)		Except as otherwise provided below, the Contractor shall be responsible for arranging and providing all temporary utilities required for the execution of the Works, including but not limited to electricity, gas, communications, and water supply. Where the Employer's Requirements specify that the Employer shall provide temporary utilities for the Contractor's use, the following shall apply: • The Contractor shall be entitled to use the temporary utilities at the Site in accordance with the prices and relevant information stated in the Employer's Requirements. • The Contractor shall be responsible for providing, at its own cost, all apparatus required for the use and measurement of such utilities. • The Contractor shall obtain the Employer's approval for the apparatus used for measuring consumption. • At the intervals stated in the Contract Data (or, if not stated, monthly), the Contractor shall calculate the

		amount of consumption, prepare the corresponding payment (at the prices stated in the Employer's Requirements), and include the payment due in the relevant Statement.
4.20 Progress Reports		The Contractor shall prepare Monthly Progress Reports in the form specified in the Employer's Requirements (or, if no form is specified, in a form accepted by the Employer) and shall submit them to the Employer. The Reports shall be provided in one hard copy, one electronic copy, and any additional hard copies stated in the Contract Data (if any). The first Progress Report shall cover the period from the Commencement Date until the end of that month. Thereafter, each Report shall be submitted within 7 days after the end of each month. Such Progress Reports shall continue to be submitted until the Date of Completion, and if any outstanding Works are recorded in the Taking-Over Certificate, until such Works are fully completed. Unless otherwise stated in the Employer's Requirements, each Progress Report shall include: • Charts, diagrams, and detailed descriptions showing the progress of design, Contractor's Documents, procurement, manufacture, transportation, erection, testing, commissioning, taking over, and operational acceptance; • Photographs and video recordings showing the progress of the Works both on and off the Site; • Information on the manufacture of major equipment and materials, including the manufacturer's name and address, percentage completed, actual and scheduled dates of commencement, inspection by the Contractor, testing, shipment, and delivery to the Site; • Detailed information as required under Sub-Clause 6.10 [Contractor's Records and Reports]; • Copies of quality management documents, inspection and test reports, test results, and compliance control documents (including material certificates); • A list of variations and notices submitted under Sub-Clause 20.2.1 [Notice of Claims] (by either Party); • Detailed health, safety, environmental, and community-related data, including information on incidents and hazardous occurrences; • A comparison of actual progress against the programme and the Time for Completion, identifying any events or circumstances adversely affecting timely completion and the corrective (or intended) measures being or to be taken. Nothing included in any Progress Report shall be deemed to constitute a Notice under the Contract.

4.21 Safety of the Site		The Contractor shall be responsible for the safety of the Site and shall: • Prevent unauthorized persons from entering the Site; • Treat the Contractor's personnel, the Employer's personnel, and any other persons authorized by the Employer through a Notice to the Contractor as authorized persons permitted to enter the Site.
4.22 Contractor's Operations on the Site		The Contractor's operations shall be confined to the Site. If additional areas are required, the Contractor shall obtain the Employer's consent. The Contractor shall take all necessary precautions to ensure that the Contractor's Equipment and the Contractor's Personnel operate only within the Site and such additional areas as may be permitted, and shall not enter upon adjoining land. The Contractor shall keep the Site free from unnecessary items and materials, and shall properly store or remove from the Site the Contractor's Equipment (as referred to in Sub-Clause 4.17 [Contractor's Equipment]) and surplus materials. The Contractor shall also promptly remove from the Site temporary works that are no longer in use, any damaged items, hazardous waste, and refuse, and shall keep the Site in a clean and orderly condition. Upon issuance of the Taking-Over Certificate, the Contractor shall promptly remove from the Site the Contractor's Equipment, surplus materials, damaged items, hazardous waste, refuse, and temporary works specified in the certificate. The Contractor shall leave the Site and the Works clean and safe. However, by mutual agreement with the Employer, the Contractor may leave materials required for remedying defects on the Site during the Defects Notification Period.
4.23 Fossils and Antiquities		Any fossils, coins, articles of value or antiquity, structures, and other items of archaeological or geological significance found on the Site shall be placed under the custody and control of the Employer. The Contractor shall take all reasonable measures to prevent its personnel or any other persons from damaging or losing such discoveries. Upon discovery, and before disturbing such items, the Contractor shall immediately give a Notice to the Employer allowing sufficient time for inspection and examination. The Notice shall clearly identify the discovery, and the Employer shall issue instructions regarding its handling and disposal. If the Contractor incurs additional Cost or suffers delay in following the Employer's instructions, the Contractor shall be entitled, subject to Sub-Clause 20.2 [Claims for Additional Time and/or Payment], to an extension of time and/or payment of such Cost.
5. DESIGN		

5.1 General Design Obligations		The Contractor shall be deemed to have reviewed the Employer's Requirements (including design codes, calculations, if any) prior to the Base Date. In addition, the Contractor shall prepare the design of the Works in compliance with the Employer's Requirements (including design codes and calculations, if any). The Designer shall ensure that: • The engineers and other professionals engaged in the preparation of the design are experienced, competent, and specialized in the relevant field of design; • They comply with the criteria specified in the Employer's Requirements (if any); • They are duly authorized under applicable laws and regulations to carry out design activities. The Employer shall not be responsible for any errors or deficiencies contained in the Employer's Requirements originally attached to the Contract and, except as specified below, shall not be deemed to have warranted the accuracy or completeness of any data or information. Any data or information received by the Contractor from the Employer or otherwise shall not relieve the Contractor of its obligations and responsibilities in respect of executing the Works. The Employer shall be responsible for the accuracy of the relevant parts of the Employer's Requirements and of any data or information provided by the Employer, where such parts relate to: • Any data or information expressly finalized in the Contract or expressly stated to be the Employer's responsibility; • The purpose of the Works or any part thereof; • The criteria for testing the Works or their performance; • Any data or information, or part thereof, which, unless otherwise provided in the Contract, cannot be verified by the Contractor.
5.2 Contractor's Documents		The Contractor's Documents shall comprise the following: (a) The documents specified in the Employer's Requirements (if any); (b) All necessary permits, licenses, approvals, and other authorizations required under laws, regulations, and as specified in Sub-Clause 1.12 [Compliance with Laws], for which the Contractor is responsible; (c) The documents specified in Sub-Clause 5.6 [As-Built Records] and Sub-Clause 5.7 [Operation and Maintenance Manuals].
5.2.1		Contractor's Preparatory Works Unless otherwise specified in the Employer's Requirements, the Contractor's Documents shall be prepared in the

		language for communications stated in Sub-Clause 1.4 [Applicable Law and Language]. During the execution of the Works, the Contractor shall prepare the design, complete the same, and produce such other documents as are required for instructing the Contractor's personnel in carrying out the Works, including the Contractor's Documents.
5.2.2		**Employer's Review** For the purposes of Sub-Clause 5.2.2, the following terms shall be construed as defined below: • **"Review Period"** means the period of 21 days after receipt by the Employer of the Contractor's Document or the Contractor's Notice, or such other period as may be specified in the Employer's Requirements. • **"Contractor's Document"** means those documents which, under the Employer's Requirements or the Contract, are required to be submitted to the Employer for review, including any documents forming part of the Contractor's Documents. • **"Contractor's Notice"** means a Notice submitted by the Contractor to the Employer together with a Contractor's Document ready for use in accordance with Sub-Clause 5.2.2, and confirming how such document complies with the Employer's Requirements and the Contract. If the Employer's Requirements or the Contract stipulates that a Contractor's Document shall be subject to review, such document shall be submitted together with the Contractor's Notice. Within the Review Period, the Employer shall give the Contractor one of the following: (a) a **Notice of No-Objection**, which may include comments in respect of minor matters not materially affecting the Works; or (b) a **Reasoned Notice** specifying the relevant parts which do not comply with the Employer's Requirements or the Contract. If the Employer fails to issue any Notice within the Review Period, the Contractor's Document shall be deemed to have received a Notice of No-Objection (including, where applicable, other documents forming part of the Contractor's Documents). If the Employer requires further documentation from the Contractor to demonstrate compliance of the Contractor's design with the Contract, the Contractor shall, at his own cost, promptly prepare and submit such documentation. If the Employer issues a Reasoned Notice under paragraph (b) above, the Contractor shall:

		• revise the Contractor's Document accordingly; and • re-submit the revised document for review under Sub-Clause 5.2.2, in which case the Review Period shall recommence from the date of the Employer's receipt. Any revision or re-submission of Contractor's Documents for the purpose of review shall not entitle the Contractor to any extension of time. If additional costs are incurred by the Employer in connection with re-review or further examination, the Employer shall be entitled, under Sub-Clause 20.2 [Claims for Additional Time and/or Payment], to recover such costs from the Contractor.
5.2.3		**Construction** Except as otherwise provided under Sub-Clause 5.6 [Records of Construction Stages] and Sub-Clause 5.7 [Operation and Maintenance Manuals], with respect to any Contractor's Documents required to be reviewed by the Employer: • Construction shall not commence until the Employer has issued (or is deemed to have issued) a Notice of No-Objection in respect of the relevant design or Contractor's Document; • The Works shall be executed in accordance with the approved Contractor's Documents; and • If the Contractor intends to make any modification to previously reviewed design or Contractor's Documents, he shall issue a Reasoned Notice to the Employer. If the Contractor has commenced construction based on such design or Contractor's Documents: • the relevant part of the Works shall be suspended; • where the Employer has issued a Notice under Sub-Clause 5.2.2(b), the provisions of Sub-Clause 5.2.2 shall apply; and • the Works in the relevant part shall not proceed until the Employer has issued a Notice of No-Objection for the revised document.
5.3 Contractor's Undertakings		The Contractor undertakes to ensure that the design, the Contractor's Documents, the execution of the Works, and the completed Works shall comply with: • the laws and regulations of the Country; • the Contract documents and any amendments thereto.
5.4 Technical Standards and Regulations		The Contractor's Documents, the execution of the Works, and the completed Works shall comply with the applicable national technical standards, construction and environmental laws, other applicable laws relating to the results of the Works, and the standards and regulations specified in the Employer's Requirements.

		At the time of taking over the Works or any Section thereof under Clause 10 [Employer's Taking Over], the Works shall comply with the technical and other standards and laws in force. Unless otherwise agreed by the Parties, the standards in force on the Base Date shall be deemed the applicable standards for the Contract. If, after the Base Date, any relevant standards are amended or introduced, the Contractor shall give Notice and, where requested by the Employer or where necessary, promptly submit a proposal to the Employer to comply with such standards. In such cases, the Employer shall issue a Variation under Clause 13 [Variations and Adjustments] if: • the Employer requires compliance with the amended standards and such compliance necessitates a change in the execution of the Works; or • the Contractor's proposal for compliance with the amended standards requires a change in the execution of the Works.
5.5 Training		If the Employer's Requirements do not stipulate that the Contractor shall provide training to the Employer's personnel, this Sub-Clause shall not apply. The Contractor shall provide training in operation, maintenance, and within the scope specified in the Employer's Requirements to the Employer's personnel (and to any other parties identified in the Employer's Requirements). If the Employer's Requirements specify that such training shall be completed prior to the Taking-Over of the Works, then the Works shall not be deemed to have been taken over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until such training has been provided. The duration of the training shall be as specified in the Employer's Requirements (or, if not specified, as agreed with the Employer). The Contractor shall provide all necessary training materials, facilities, and competent and experienced instructors, as specified in or required by the Employer's Requirements.
5.6. Records of Stage Works Execution		If the Employer's Requirements state that the Contractor is not required to keep records of the execution of the Stage Works, this Sub-Clause shall not apply. The Contractor shall maintain and update records of the execution of the Stage Works, indicating the precise location, quantities, and detailed information of the executed Works. The form of such records, the method of recording, the system of electronic storage, and any other relevant information shall be as specified in the Employer's Requirements (or, if not specified, as agreed with the

		Employer). These records shall be kept on the Site and shall be used in accordance with this Sub-Clause. The Contractor shall submit to the Employer, in accordance with Sub-Clause 5.2.2 [Employer's Review]: • the records of the execution of the Stage Works prior to any testing; and • updated records of the execution of the Stage Works in respect of any Works carried out by the Contractor, including: o during testing and after completion of testing, prior to the issue of the Taking-Over Certificate under Sub-Clause 10.1 [Taking Over of the Works and Sections]; and o after Taking-Over, until the issue of the Performance Certificate under Sub-Clause 11.9. The Contractor shall deliver the records of the execution of the Stage Works to the Employer in the number of copies specified in Sub-Clause 1.8 [Care and Supply of Documents].
5.7 Operation and Maintenance Manuals		If the Employer's Requirements do not require the Contractor to prepare Operation and Maintenance Manuals, this Sub-Clause shall not apply. The Contractor shall prepare and update the Operation and Maintenance Manuals. The form of the Operation and Maintenance Manuals, together with any other relevant information, shall be set out in the Employer's Requirements and shall meet the following requirements: • Include detailed information covering: • Confirmation that the Works, its components, and the Plant (if any) comply with the Employer's Requirements and the Quality Plan criteria with respect to operation, maintenance, and adjustment. • Instructions for repair, adjustment, dismantling, reassembly, operation, and maintenance of the Plant. • A list of spare parts and materials required for the future operation and maintenance of the Plant by the Employer. The Contractor shall, prior to commencing tests, provide the Employer with the opportunity to review the Operation and Maintenance Manuals in accordance with Sub-Clause 5.2.2 [Employer's Review]. If any errors or deficiencies in the Operation and Maintenance Manuals are identified during the inspection or testing process, the Contractor shall promptly correct them at its own cost and risk. Before the issue of the Taking-Over Certificate under Sub-Clause 10.1 [Taking Over of the Works and Sections], the

		Contractor shall provide the Employer with the final Operation and Maintenance Manuals, subject to review in accordance with Sub-Clause 5.2.2 [Employer's Review].
5.8 Errors in the Contractor's Design		If the Contractor's design or Contractor's Documents contain errors, omissions, ambiguities, inadequacies, or are otherwise inappropriate, they shall be corrected in accordance with Sub-Clause 7.5 [Defects and Rejection]. If the Employer has previously issued a consent notice under Sub-Clause 5.2.2 [Employer's Review] in respect of such Contractor's Documents, then the Employer shall apply Sub-Clause 5.2.2(b) in connection with those Contractor's Documents and issue the relevant notice. All risks and costs related to such corrections and resubmissions under this provision shall be borne by the Contractor.
6. STAFF AND LABOUR		
6.1 Staff and Labour Relations		Unless otherwise stated in the Employer's Requirements, the Contractor shall be responsible for and shall provide for all matters related to its personnel, including their wages, salaries, meals, transportation, accommodation, and other supplies.
6.2 Wages and Conditions of Labour		The Contractor shall provide wages not less than those established in the trade and manufacturing sectors of the country where the Works are carried out, and shall ensure working conditions in compliance with the law. If wages and conditions of labour are not otherwise established, the Contractor shall set them at a level not less favorable than the average wages and conditions prevailing in the trade and manufacturing sectors of the Employer's country.
6.3 Employment		The Contractor shall not employ or attempt to employ the Employer's Personnel. The Employer shall not employ or attempt to employ the Contractor's Personnel.
6.4 Labour Laws		The Contractor shall comply with the applicable Laws in respect of its employees' employment (including wages and working hours), health, safety, social protection, immigration, residence, and lawful rights. The Contractor shall ensure that its employees are provided with a safe and healthy working environment and shall require compliance with the relevant Laws.
6.5 Working Hours		Except as stated below, no work shall be carried out on the Site outside the working hours stated in the Contract Data, or on public holidays: • as otherwise stated in the Contract; • as may be permitted by the Employer; or • as may be necessary, in order to protect life, property, or for the safety of the Works, in which case the

		Contractor shall immediately give a Notice to the Employer stating the circumstances and the nature of such work.
6.6 Facilities for Staff and Labour		Unless otherwise stated in the Employer's Requirements, the Contractor shall provide suitable accommodation and living conditions for its Personnel. Except where prior approval has been obtained from the Employer, such accommodation and living facilities may be located on the Site, in which case the Employer shall indicate the area to be used. If such accommodation or facilities are located outside the area approved by the Employer, the Contractor shall, at its own cost and risk, promptly remove them. Where so required by the Employer's Requirements, the Contractor shall provide accommodation and living facilities for the Employer's Personnel.
6.7 Health and Safety of Staff and Labour		In addition to the requirements set out in Clause 4.8 [Health and Safety Obligations], the Contractor shall take all necessary preventive measures at all times to protect the health and ensure the safety of its Personnel. The Contractor shall, in coordination with the local health authorities: (a) ensure that, throughout the entire duration of the Works, a medical professional is available on the Site and, as specified in the Employer's Requirements, in facilities designated for the Contractor's and the Employer's Personnel; maintain first aid equipment, establish a medical corner, and provide access to emergency medical services and other healthcare services; and (b) provide appropriate living conditions, maintain hygiene and sanitation standards, and implement all suitable organizational measures to prevent epidemics and infectious diseases. The Contractor shall appoint a Health and Safety Officer on the Site responsible for accident prevention and for enforcing health and safety regulations. Such Officer shall: (i) be qualified, experienced, and competent to perform the assigned duties; and (ii) have the authority to provide instructions and guidance to protect the health and safety of all personnel with access to or working on the Site and to implement preventive measures against accidents. The Contractor shall, for the entire duration of the execution of the Works, provide such Officer with all necessary resources and authority to perform their responsibilities effectively.
6.8. Contractor's Management and Supervision		From the Commencement Date until the issuance of the Performance Certificate, the Contractor shall provide all

		necessary management to plan, organize, supervise, direct, inspect, test, and monitor the Works. The management shall consist of a sufficient number of personnel who: (a) are fluent in the language of communication or have adequate knowledge of the language as specified in Clause 1.4 [Governing Law and Language]; and (b) are capable of overseeing all types of work required to execute the Works safely and to the required quality, including methods and measures necessary to address potential risks and prevent accidents.
6.9. Contractor's Personnel		**Contractor's Personnel** The Contractor's personnel (including, if any, Key Personnel) shall be appropriately qualified, skilled, and experienced in their respective duties or professions. The Employer may require the Contractor to dismiss (or ensure the dismissal of) any person, including the Contractor's Representative and Key Personnel (if any), who is assigned to the Works or present at the Site and who: • repeatedly violates discipline or demonstrates lack of attention; • performs duties incompetently or negligently; • fails to comply with any provision of the Contract; • consistently engages in acts that negatively affect safety, health, or environmental protection; • is proven, based on relevant evidence, to have engaged in bribery, fraud, collusion, or use of force; or • has been employed in violation of Clause 6.3 [Engagement of Personnel] from the Employer's staff. If necessary, the Contractor shall appoint a suitable replacement (or ensure conditions for replacement). Replacement of the Contractor's Representative shall follow Clause 4.3 [Contractor's Representative]. Replacement of Key Personnel (if any) shall follow Clause 6.12 [Key Personnel].
6.10. Contractor's Records		Unless otherwise proposed by the Contractor and approved by the Employer, the Contractor shall record in the monthly progress report prepared under Clause 4.20 [Progress Reports] the following items for each work shown in the detailed work schedule, for each location where the work is carried out, and for each working day: • Positions of the Contractor's personnel and their actual hours worked • Types of the Contractor's Equipment and their actual hours worked • Types of Temporary Works used

		• Types of Permanent Equipment installed for permanent works; and • Types and quantities of Materials used
6.11. Disorderliness		The Contractor shall, throughout the entire duration, take and implement all necessary measures to prevent unlawful, disorderly, or disruptive actions by the Contractor's employees and among them, or any violation of public order, and shall protect the peace and security of persons and the integrity of property on and around the Work Site.
6.12. Key Perssonnel		If the Employer's requirements do not specify Key Personnel, this Clause does not apply. The Contractor shall appoint the persons whose names are listed for the Key Personnel positions in the Tender. If no such names are listed, or the appointed person is unable to perform the relevant Key Personnel position, the Contractor shall submit the name and detailed information of the person proposed to be appointed to that position to the Employer for approval. If the approval is refused or subsequently withdrawn, the Contractor shall similarly submit the name and detailed information of another suitable person for that position. If the Employer does not provide a response within 14 days after receiving such information, stating its refusal to appoint the person (or to replace them in the position), the Employer shall be deemed to have granted approval. The Contractor shall not revoke or replace any Key Personnel appointment without the Employer's prior consent (except if the person dies, becomes ill, loses the ability to perform, or resigns; in which case the appointment shall be deemed immediately terminated and the replacement appointment shall be made with the Employer's approval or under this Clause as a temporary appointment). Throughout the performance of the Works, all Key Personnel shall be stationed at the Site (or at the location where the Works are being performed if outside the Site). If a Key Personnel member is temporarily absent during the performance of the Works, a suitable replacement shall be appointed with the Employer's prior consent. All Key Personnel shall be able to speak and write fluently in the language specified in Clause 1.4 [Law and Language].
7. EQUIPMENT, MATERIALS, AND WORKMANSHIP		
7.1. Method of Work		The Contractor shall perform the manufacture, supply, assembly, commissioning, and/or maintenance of Equipment, as well as the extraction, production, supply, and testing of Materials, and all other activities required during the execution of the Works as follows: • In the manner specified in the Contract (if any);

		• At a professional level, with care and diligence, following generally recognized optimal methods and testing procedures; and • Except as otherwise provided in the Contract, using properly equipped tools, equipment, and safe Materials.
7.2. Material samples		The Contractor shall, prior to using the goods and materials in the Works, submit the following material samples and related information to the Employer for approval: • Material samples specified in the Contract, at the Contractor's cost; and • Additional samples as instructed by the Employer under the variation procedure. Each sample shall be labeled with its origin and intended purpose for use in the Works.
7.3. Inspection and Testing		The Employer's personnel shall, during normal working hours specified in the Contract Data or at any other reasonable time: • Have full access to all parts of the Site and to all locations where Natural Materials are being extracted; • Inspect, examine, measure, test, and analyze the level of materials, equipment, and workmanship during manufacturing, processing, and construction (both on the Site and elsewhere), to the extent specified in the Employer's requirements; • Check the processing and production of main equipment, materials, and products; • Prepare and process records and reports (including photographs and/or video recordings); • Perform any other duties and monitoring as specified in the Employer's requirements. The Contractor shall provide the Employer's personnel with all reasonable facilities to exercise these rights, including access to the Site, accommodation, approvals, and safety equipment. For the work of inspection, monitoring, measuring, and testing by the Employer's personnel, the Contractor shall notify the Employer before covering, concealing, storing, or packaging any Material, equipment, or work for transport. After notification, the Employer's personnel shall carry out the inspections, monitoring, measurements, or tests without undue delay, unless the Employer notifies the Contractor that these are not required. If the Employer fails to give such notice, or if the Employer's personnel do not attend within the time specified in the Contractor's notice (or agreed period), the Contractor may proceed with covering, concealing, storing, or transporting the items.

		If the Contractor fails to provide such notice, the Contractor shall, at its own cost and risk, expose, restore, and correct the work to its original condition upon the Employer's request.
7.4. Contractor's Testing		Unless otherwise specified in Clause 12 [Post-Acceptance Testing, Adjustment, and Commissioning], this Sub-Clause applies to all testing activities under the Contract. The Contractor shall provide, for the proper and effective execution of the tests, all necessary equipment, support, documentation, and other relevant information, electrical power, water, tools, consumables, materials, and suitably qualified and experienced personnel for the duration of the tests. All equipment, instruments, and tools shall be inspected and calibrated according to the standards specified by the Employer or the applicable Laws. If requested by the Employer, the Contractor shall present the calibration and inspection certificates before conducting the tests. The Contractor shall give written notice to the Employer specifying the time and location for any tests or examinations to be carried out on any equipment, materials, or parts of the Works. The notice shall allow sufficient time for the Employer's personnel to attend and witness the tests. The Employer may give instructions to modify the location, timing, or require additional tests in accordance with Clause 13 [Variations and Adjustments]. If the modified or additional tests show that the tested equipment, Materials, or workmanship do not comply with the Contract, the Contractor shall bear all costs and delays arising from performing the Variations. The Employer shall notify the Contractor at least 72 hours in advance if they wish to personally attend the tests. If the Employer fails to attend at the notified time and place, and does not provide alternative instructions, the Contractor may proceed with the tests, which shall be deemed to have been witnessed by the Employer. If delays or additional costs arise due to adherence to the Employer's instructions or due to the Employer's responsibility, the Contractor shall be entitled to additional time and/or compensation in accordance with Clause 20.2 [Extension of Time and Compensation for Cost]. If the Contractor causes delays to the tests, resulting in additional costs for the Employer, the Employer may recover such costs from the Contractor under Clause 20.2. The Contractor shall promptly submit duly certified test reports to the Employer. If the tests meet the specified requirements, the Employer shall confirm the Contractor's test certificates or issue test certificates to the Contractor.

		If the equipment, Materials, or other components of the Works fail the specified tests, Clause 7.5 [Defects and Rejections] shall apply.
7.5. Defects and Disclaimer		If inspection, supervision, measurement, and test results indicate that the equipment, materials, or design are defective, or that the workmanship is inadequate or does not comply with the provisions of the Contract, the Employer shall issue a statement to the Contractor specifying the equipment, materials, or design that are defective and the inadequacies in workmanship. The Contractor shall immediately prepare and submit a proposal to remedy the identified defects. The Employer shall review this proposal and, if it considers that implementing the proposed solution would result in the equipment, materials, Contractor's design, or workmanship not complying with the Contract, may notify the Contractor of this in writing. Upon receipt of such notice, the Contractor shall immediately revise its proposal and submit it to the Employer. If the Employer does not respond in writing within 14 days to the Contractor's proposed solution (or revised solution), the Employer shall be deemed to have issued a Notice of Approval. If the Contractor fails to promptly submit the remedial work proposal (or revised proposal), or fails to carry out the remedial work after the Employer has issued (or is deemed to have issued) the Notice of Approval, the Employer may: • provide instructions to the Contractor in accordance with Clause 7.6 [Remedial and Improvement Works], subclause (a) or (b); or • apply subclause (a) of Clause 11.4 [Failure to Fulfill Obligations to Rectify Defects], by issuing a justified notice to the Contractor and rejecting the design, equipment, materials, or workmanship. After defects in any equipment, materials, design, or workmanship have been remedied, if the Employer requires retesting of certain works, such testing shall be repeated at the Contractor's risk and cost in accordance with Clause 7.4 [Tests by the Contractor]. If the rejection and subsequent retesting cause the Employer to incur additional costs, the Employer shall be entitled to recover these costs from the Contractor in accordance with Clause 20.2 [Claims for Additional Time and Payment].
7.6. Remedial and Improvement Works		Before issuing the Certificate of Acceptance, the Employer may, at any time, issue additional instructions in writing regarding inspections, checks, measurements, tests, test certificates, and notices of approval previously conducted or provided by the Employer. These include: • Rectifying defects in any equipment or materials that do not comply with the Contract, or removing from the

		Works, replacing/substituting, or repairing them (if necessary, outside the Works site); • Correcting, removing, or re-executing any other work that does not comply with the Contract; • Performing urgent remedial and improvement works required due to accidents, unforeseen conditions, or other matters affecting the safety of the Works. The Contractor shall comply with the requirements as soon as possible, and shall not exceed any time period specified in the requirements (if any), or shall immediately take action in cases where delay is possible under subclause (c) above. Unless any work specified in subclause (c) above is related to the following, the Contractor shall bear all costs of the remedial works set out in this Subclause. These are: • If delays and/or costs arise for the Contractor in performing the work due to actions of the Employer or the Employer's Representative, the Contractor shall have the right to claim additional time and/or additional costs in accordance with Clause 20.2 [Claims for Additional Time and Payment]. • In the event of Force Majeure, Clause 18.4 [Consequences of Exceptional Circumstances of a Force Majeure Nature] shall apply. If the Contractor fails to comply with the Employer's requirements, the Employer may engage another legal entity to perform the work. Except for payment for such work, under this Subclause, the Employer shall have the right, under Clause 20.2 [Claims for Additional Time and Payment], to recover all costs arising from the Contractor's default. This right shall not prejudice any other rights of the Employer under the Contract.
7.7. Ownership of Equipment and Materials		Each item of equipment and materials must fully comply with the applicable requirements of the Laws of the Country and shall become the property of the Employer free of any lien, provided that the provisions of the following subclauses are met. These are: • The items have been delivered to the Works site; • The Contractor has paid for the equipment and materials in accordance with Clause 8.11 [Payment for Materials Following Suspension of the Works by the Employer]; • The Contractor has paid for the designated main equipment and materials in accordance with Clause 14.5 [Specifically Designated Equipment and Materials].
7.8. Royalties [Payment for Use of Resources/Wealth]		Unless otherwise specified by the Employer, the Contractor shall be responsible for paying all royalties, rents, and other payments related to the following:

		• Payment for the use of natural resources obtained from outside the Works site; • Payment for the disposal/removal of material waste and other debris (natural or man-made) generated from earthworks, excavation, or demolition, except from the disposal points within the Works site as specified by the Employer.
8. Commencement, Delays and Suspension		
8.1. Commencement of Works		If the Commencement Date of the Works is not specified in the Contract Agreement, the Employer shall give the Contractor a notice specifying the Commencement Date at least 14 days before the start of the Works. Unless otherwise specified in special conditions, the Commencement Date of the Works shall be within 42 days from the date on which the Contract becomes fully effective, as set out in Clause 1.6 [Contract Agreement]. The Contractor shall start the Works on the Commencement Date and shall proceed with the Works as quickly and efficiently as possible, without delay.
8.2. Completion of Works		The Contractor shall complete the Works as a whole or each part of the Works (if applicable) within the time specified for completion (as determined by the circumstances), including performing all works set out in the Contract in accordance with Clause 10.1 [Taking-Over of the Works as a Whole and in Parts].
8.3. Detailed Programme		The Contractor shall submit the initial work execution schedule to the Employer within 28 days after receiving the notice referred to in Clause 8.1 [Commencement of Work]. This work schedule shall be prepared using the software specified by the Employer, or, if not specified, using software approved by the Employer. Unless otherwise specified in special conditions, if any work schedule does not reflect the actual progress of work or does not comply with the Contractor's obligations, the Contractor shall submit a revised work schedule that accurately reflects the actual progress of work. Each initial and revised schedule shall be submitted to the Employer in one hard copy, one electronic copy, and additional hard copies (if any) as required under the contract data, and shall include: • Start and completion dates for the work and each work component (if applicable); • The date the Contractor is granted access to the site in full or partially (for each part, if applicable) as set out in Clause 2.1 [Access to the Site]. The Contractor shall plan the sequence of work execution, including: preparation and submission of design documents for each stage (if any), procurement, production, control,

		transport to and delivery at the Site, construction, assembly, installation, and any work performed by the nominated Subcontractor as specified in Clause 4.5 [Nominated Subcontractors], as well as testing and commissioning activities. The schedule shall also include: • Inspection and review periods by the Employer and submission/receipt of information and documents as required by the contract or by the Employer; • Sequence and timing of inspections, tests, and analyses required by the contract or as requested under the contract; • Sequence and duration of remedial work (if any) issued under Clause 7.6 [Remedial and Improvement Works] or accepted under Clause 7.5 [Defects and Rejections]; • Interrelated activities showing earliest start and latest finish dates for each activity, including any float time and critical paths; • Official holidays and public holidays in the relevant region (if any); • All key delivery timelines for equipment and materials; • For each activity in the revised schedule: actual progress to date, any delays and their impact on other activities (if applicable); and • Supporting reports including: o Description of major milestones; o General description of methods planned for work execution; o Detailed information on Contractor's staff and equipment required on-site, by position and type; o Explanation of any significant changes compared to previously submitted schedules; o Contractor's proposals to mitigate the effects of any delays on work progress. The Employer shall review and assess each initial and revised schedule and may provide notice to the Contractor specifying the extent to which the schedule does not comply with the Contract, does not reflect actual progress, or is inconsistent with the Contractor's obligations. If the Employer fails to provide such notice: • Within 21 days of receiving the initial schedule; or • Within 14 days of receiving a revised schedule, then the Employer is deemed to have issued a "Notice of Acceptance," and the submitted initial or revised schedule (as applicable) shall become the official work schedule.

		The Contractor shall continue to perform work in accordance with the approved schedule and other contractual obligations. Employer personnel may plan further activities based on the work schedule. Nothing in any schedule or accompanying report shall be deemed a notice under the Contract or release the Contractor from any obligations to provide notices under the Contract. If the Employer at any time issues a notice that the Contractor's schedule does not comply (to any extent) with the contract, does not reflect actual progress, or conflicts with the Contractor's responsibilities, the Contractor shall submit a revised schedule to the Employer within 14 days of receiving such notice in accordance with this clause.
8.4. Advance Notice		The Parties shall give advance notice to the other Party of any events or circumstances currently occurring or that may occur in the future, including those that: • Adversely affect the work of the Contractor's personnel; • Adversely affect the performance of the Works after completion of the relevant part of the Works; • Increase the Contract Price; and/or • May delay or impede the execution of the Works, or any part thereof (if applicable). The Employer may request the Contractor to present proposals to avoid or mitigate the effects of such events or circumstances in accordance with Clause 13.3.2 [Variation upon Request for Proposal].
8.5. Extension of Completion Time		If the Contractor's completion of the Work, or any part thereof, under Clause 10.1 [Taking Over of the Work and Part of the Work] is delayed or likely to be delayed due to any of the following reasons, the Contractor shall be entitled to an extension of the Completion Date in accordance with Clause 20.2 [Requirements Regarding Additional Time and Payment]. These include: Change; (except in cases where compliance with Clause 20.2 [Requirements Regarding Additional Time and Payment] is not required) Causes of delay giving the right to extend the Time under these conditions: Delays, suspensions, or preventive measures caused by the Employer, the Employer's personnel, or other contractors working on the Site on behalf of the Employer (including unforeseen circumstances such as exceptional epidemics, pandemics, or shortages of materials to be provided by the Employer due to governmental decisions). Each extension of Time under Clause 20.2 [Requirements Regarding Additional Time and Payment] shall be

		determined by the Employer's representative, who shall review the previous decision in accordance with Clause 3.5 [Agreement or Determination], and may increase the Contract Time (CT) but shall not reduce it. If a delay caused by the Employer's responsibility coincides with a delay caused by the Contractor's responsibility, the Contractor's CT shall be calculated in accordance with the procedures and methods set out in the Special Provisions (or, if not provided, resolved reasonably considering all relevant circumstances).
8.6. Delay in the Work Caused by an Authorized Party		If: (a) The Contractor has complied with the decisions issued by the legally established relevant governmental authorities of the country, or by private sector entities; (b) These governmental or business entities have caused or interrupted the Contractor's work; and (c) The delay or interruption could not have been foreseen; then any delay or interruption arising from these causes shall be considered a cause of delay under Clause 8.5 [Extension of Time for Completion] (b).
8.7. Progress Assessment		If at any time: The actual progress of the Work is too slow to complete the Work or any part thereof within the relevant Completion Date; and/or The progress of the Work, according to clause 8.3 [Work Schedule], is behind the Work Schedule (or, if a schedule has not yet been prepared, the initial schedule) or is likely to be behind, and such delay or slippage is not the result of a cause set out in clause 8.5 [Extension of Time for Completion], the Employer may require the Contractor to submit, in accordance with clause 8.3 [Detailed Schedule], a revised schedule specifying the methods the Contractor plans to employ to accelerate progress and complete the Work or any part of it within the relevant Completion Date. Unless otherwise directed by the Employer, the Contractor shall follow such revised methods and schedule, and in connection therewith may be required to increase working hours, increase the number of Contractor's personnel, and/or increase the supply of Materials, the costs and risks of which shall be borne by the Contractor. If such revised methods would result in additional costs to the Employer, the Employer has the right to recover such costs, as well as any loss due to delay (if any), from the Contractor in accordance with clause 20.2 [Requirements for Additional Time and Payment]. To reduce delays arising from the causes referred to in clause 8.5 [Extension of Time for Completion], the revised methods

		may include measures to accelerate work instructed by the Employer, applying clause 13.3.1 [Change by Instruction].
8.8. Damages for Delay		If the Contractor fails to meet the requirements of Clause 8.2 [Time for Completion of the Works] of the Contract, the Employer shall be entitled to claim from the Contractor the damages for delay in accordance with Clause 20.2 [Requirement for Extension of Time and Payment]. The delay damages shall be the amount specified in the Contract Data and shall be payable for each day between the relevant Completion Date of the Works or part thereof and the actual Completion Date. The total amount of delay damages payable under this clause shall not exceed the maximum delay damages specified in the Contract Data (if any). These delay damages shall relate solely to the Contractor's failure to meet the requirements of Clause 8.2 [Time for Completion of the Works] and shall not include cases where the Contract is terminated under Clause 15.2 [Termination for Contractor's Default] before completion of the Works. Such delay damages shall not relieve the Contractor from completing the Works in full or from any other obligations or responsibilities under or in connection with the Contract. This clause shall not exempt the Contractor from liability for any fraud, deceit, negligence, or wilful or accidental errors or breaches committed by the Contractor.
8.9. Employer's Right to Suspend the Works		The Employer may at any time issue an instruction to suspend the Works, either wholly or in part, specifying the reason for the suspension and its duration. During the period of suspension, the Contractor shall be responsible for protecting, preserving, and ensuring the reliability of the Works, in whole (depending on the circumstances) or of the relevant part, from damage, deterioration, or loss. If the Contractor is responsible for the cause of such suspension, the provisions of Clause 8.10 [Consequences of Employer's Suspension of the Works], Clause 8.11 [Payment for Equipment and Materials after Employer's Suspension of the Works], and Clause 8.12 [Extension of Suspension Period] shall not apply.
8.10. Consequences of Employer's Suspension of the Works		If, in accordance with Clause 8.9 [Employer's Suspension of the Work] of the Contract, the Contractor incurs delays and/or costs while performing the Employer's instruction and/or as a result of resuming the Work under Clause 8.13 [Resumption of the Work], the Contractor shall be entitled to claim additional time and/or reimbursement of costs and profit in accordance with Clause 20.2 [Requirements for Additional Time and Payment]. The Contractor shall not be entitled to claim an extension of time or reimbursement of costs for:

		• Consequences arising from the Contractor's defective design, inadequate workmanship, or substandard equipment and materials; and/or • Any loss, damage, or deterioration, or the costs of rectifying such loss or damage, arising from the Contractor's failure to fulfill its obligations to protect, preserve, or secure the Work under Clause 8.9 [Employer's Suspension of the Work].
8.11. Payment for Equipment and Materials Following Employer's Suspension of the Work		The Employer shall have the right to require payment for equipment and materials not delivered to the Site (from the date the Work was suspended under Clause 8.9 [Employer's Suspension of the Work]) in the following cases: • Work on the equipment, or the supply of equipment and/or materials, has been suspended for more than 28 days; and • Equipment and/or materials planned under the Work Schedule were completed and made ready for delivery to the Site during the suspension; and • The Contractor has provided the Employer with appropriate evidence that the equipment and materials comply with the Contract requirements; and • The Contractor has marked the equipment and/or materials as the property of the Employer in accordance with the Employer's instructions.
8.12. Extension of the Suspension Period		If the suspension under Clause 8.9 [Employer's Right to Suspend the Work] continues for more than 84 days, the Contractor shall have the right to issue a Notice to the Employer requesting permission to resume the Work. If the Employer does not respond to the Contractor's Notice under this paragraph within 28 days in accordance with Clause 8.13 [Resumption of the Work], the Contractor may: (a) mutually agree on the continuation of the suspension, and in such case, the Parties may agree on any additional time extensions and/or cost-plus-profit payments (if any costs were incurred by the Contractor) and/or payment for equipment and/or Materials affected by the suspension; or (if the Parties fail to reach an agreement under (a) above) (b) after issuing a second notice to the Employer, regard any direct impact on the affected part of the Work (including exemption from further obligations to protect, preserve, and secure the suspension under Clause 8.9 [Employer's Right to Suspend the Work]) as a deemed omission instructed under Clause 13.3.1 [Variation by Instruction]. If the suspension affects the Work in its entirety, the Contractor may issue a Notice of Termination of the Contract under Clause 16.2 [Termination by the Contractor].

8.13. Resumption of Work		Upon receiving the notice from the Employer to resume the suspended Work, the Contractor shall recommence the suspended Work as soon as reasonably practicable. Within the period specified in the notice (or if no period is specified, immediately upon receipt of the notice), the Contractor and the Employer shall jointly inspect the causes affecting the suspension, including the Work, plant, and materials. The Employer shall examine and record any damage, defects, deterioration, or loss of the Work, main plant, and materials during the suspension period and provide a report to the Contractor. The Contractor shall promptly repair and rectify such damage, defects, deterioration, or loss in accordance with the Contract upon completion of the Work.
9. TESTS TO BE CARRIED OUT UPON COMPLETION OF WORK		
9.1. Contractor's Obligations		The Contractor, after submitting the documents specified in Clause 5.6 [Work Completion Record] and Clause 5.7 [Operation and Maintenance Manual], shall carry out the Completion Tests in accordance with this Clause and Clause 7.4 [Tests]. The Contractor shall submit to the Employer a detailed test program, indicating the time and resources required for these tests, no less than 42 days prior to the date on which the Completion Tests are planned to commence. The Employer shall review the program and has the right to notify the Contractor if any part of the program does not comply with the Contract. The Contractor shall rectify any non-compliant issues within 14 days of receiving such notice. If the Employer does not issue such notice within 14 days of receiving the test program (or the revised program), the Employer shall be deemed to have issued a Notice of Approval. The Contractor shall not commence the Completion Tests until the Employer has issued (or is deemed to have issued) the Notice of Approval. In addition to the dates specified in the test program, the Contractor shall notify the Employer at least 21 days in advance of the readiness to carry out each test. The Contractor shall commence the Completion Tests according to the program approved (or deemed approved) by the Employer within 14 days thereafter or as instructed by the Employer. Unless otherwise instructed by the Employer, the Completion Tests shall be carried out in the following sequence: Pre-commissioning tests (on-site or off-site). These tests include appropriate inspections and "dry" or "cold" operational tests to demonstrate that each Work or Work Component is safe to proceed to the next stage (b).

		Commissioning tests. These include operational tests to demonstrate that the Work and Work Components are functioning safely in accordance with the Employer's requirements. Also, Verification activities (to the extent specified under operating conditions) to demonstrate that the Work or Work Components have operated reliably as specified in the Contract. Each stage of testing specified in (b) and (c) shall not commence until the preceding stage has been successfully completed. During the Test/Verification activities, if the Work or Work Components are operating under stable conditions, the Contractor shall submit a Notice to the Employer indicating readiness for performance testing and Completion Tests. Performance tests shall be conducted to demonstrate that the Work or Work Components comply with the Employer's requirements and the Performance Guarantee Schedule. The Test/Verification activities and performance tests shall not constitute Acceptance of the Works under Clause 10 [Employer's Taking Over of the Works]. Products produced, revenues, and other benefits resulting from the Work shall be the property of the Employer. The Contractor shall submit certified reports of the results of the Completion Tests to the Employer only if the Work and Work Components have successfully passed each stage of the Completion Tests specified in sub-clauses (a)–(c). The Employer shall review each report and notify the Contractor of any test results that do not comply with the Contract. If the Employer does not issue such notice within 14 days of receiving the test results (or revised program), the Employer shall be deemed to have issued a Notice of Approval. When assessing the results of the Completion Tests, the Employer shall consider any operational impacts, consequences, and other characteristics of the Works that may affect performance.
9.2. Postponed Tests		If the Contractor has issued a notice of readiness for the Works or a Section of the Works (depending on the circumstances) to carry out the Completion Tests in accordance with Clause 9.1 [Contractor's Obligations], but these tests are postponed without justification by the Employer's personnel or are unjustifiably delayed due to the Employer's fault, Clause 10.3 [Delay of Completion Tests] shall apply. If the Contractor unjustifiably postpones the Completion Tests, the Employer shall issue a notice to the Contractor. The Contractor shall carry out the Tests within 21 days of

		receiving such notice. The Contractor may set the date(s) for the tests itself, provided that it issues a Notice to the Employer within 7 days and conducts the tests on the specified day(s) within the aforementioned 21-day period. If the Contractor fails to carry out the Completion Tests within 21 days: (a) after the Employer issues a second notice to the Contractor, the Employer's personnel may continue the tests; (b) the Contractor may participate and witness these tests; (c) within 28 days after completing the tests, the Employer shall provide the Contractor with copies of the test results; and (d) if the Employer incurs additional costs as a result of these tests, the Employer shall be entitled to recover the appropriately incurred costs from the Contractor in accordance with Clause 20.2 [Payment and/or Variation Claims]. Regardless of the Contractor's participation in the Completion Tests, it shall be deemed that the tests were conducted in the presence of the Contractor and that the test results are accurate.
9.3. Repeat Tests		If the Work or any Part of the Work fails the Completion Tests, Clause 7.5 [Rejection] shall apply. The Employer or the Contractor may require the failed test or any Completion Test related to the Work to be repeated under the same conditions and terms as the previous test.
9.4. If the Work fails the Completion Tests,		If, under clause 9.3 [Repeat Test], the Work or a Section of the Work fails the repeated Completion Test, the Employer shall have the following rights: • To issue an instruction to repeat the Completion Test in accordance with clause 9.3 [Repeat Test]; • If the failure in the test results in the Employer being unable to obtain the full benefit from the relevant Work or Section of the Work, to exercise the rights under clause 11.4 [Failure to Remedy Defects] (d) and to reject the Work; • If a Section of the Work fails the test in a way that prevents it from being used for its intended purpose under the Contract, to exercise the rights under clause 11.4 [Failure to Remedy Defects] (c) and to reject that Section of the Work; • To issue a certificate of Acceptance of the Work at the Employer's request. In cases where the provision of sub-clause (d) of this clause applies, the Contractor shall continue to perform all other obligations under the Contract, and the Employer shall have the right, under clause 20.2 [Payment and/or Claim] to make payment to the Contractor, or under clause 11.4 [Failure to

		Remedy Defects] (b)(i) and (b)(ii) to reduce the Contract Price. This right shall not affect any other rights of the Employer under the Contract or otherwise.
10. ACCEPTANCE OF THE WORK BY THE EMPLOYER		
10.1. Acceptance of the Work and Work Components		Except as provided in Clause 9.4 [Failure to Pass the Completion Test] and Clause 10.2 [Acceptance of Work Components], the Employer shall accept the Work in the following circumstances: • if the Work has passed the completion test, meets the requirements specified in subparagraph (i) of this Clause, and has been executed in accordance with the Contract; • if the Employer has issued (or is deemed to have issued) a Notice of Acceptance in the Performance Record in accordance with Clause 5.6 [Performance Record] (a); • if the Employer has issued (or is deemed to have issued) a Notice of Acceptance for the provisional Operation & Maintenance (O&M) manuals in accordance with Clause 5.7 [Operation and Maintenance Manuals]; • if the training specified in Clause 5.5 [Training] has been conducted; • if a Certificate of Acceptance has been issued or is deemed to have been issued in accordance with this Clause. The Contractor shall give the Employer a Notice requesting the Certificate of Acceptance at least 14 days before the date on which the Contractor considers that the Work is ready to be fully completed and handed over. If the Work has been divided into Work Components, the Contractor may request a Certificate of Acceptance for each Work Component. If any Work Components have been accepted in accordance with Clause 10.2 [Acceptance of Work Components], the remaining Work Components shall not be accepted until the conditions set out in subparagraphs (a) to (e) of this Clause have been met. Within 28 days of receiving the Contractor's request, the Employer shall: • issue a Certificate of Acceptance for the Work or Work Components that can be used for their intended purpose without serious impact on the performance of the remaining Work or correction of defects, in accordance with the Contract; • provide the Contractor with a Notice stating the reasons for any refusal, specifying the work required to be performed, defects to be remedied, or documents to be submitted by the Contractor for

		issuance of the Certificate of Acceptance. The Contractor shall complete such outstanding work before submitting a further Notice under this Clause. If the Employer fails to issue a Certificate of Acceptance or give a Notice of refusal within 28 days, and the conditions set out in subparagraphs (a) to (d) of this Clause have been met, the Work or Work Components shall be deemed to have been completed and accepted 14 days after the Employer received the Contractor's Notice in accordance with the Contract.
10.2. The Employer may accept a portion of the Works.		Except as required by the Employer or as otherwise mutually agreed by the Parties under the Contract, the Employer shall not accept or use portions of the Works (distinct from what is referred to as a "Work Package").
10.3. Delay in Tests on Completion of the Works		If the tests on completion of the Works are delayed for more than 14 days due to the fault of the Employer or the Employer's personnel (whether continuously or in aggregate over multiple instances exceeding 14 days): • The Contractor shall immediately carry out the tests on completion of the Works before the expiry of the Defect Notification Period; and • If the Contractor has incurred Costs as a result of such delay, the Contractor shall be entitled, in accordance with Clause 20.2 [Claims for Payment and/or Extension of Time], to claim an extension of time and/or payment for such Costs.
11. **POST-COMPLETION DEFECTS**		
11.1. Completing Defective or Incomplete Work		To ensure that the Work, the Contractor's documents, and any Part of the Work comply with the requirements specified in the Contract (taking into account normal wear and tear), the Contractor shall, within the applicable Defects Notification Period or as soon as reasonably practicable, carry out the following: • If any part of the Work is not completed by the relevant Completion Date, the Contractor shall complete such Work within the period specified in the Certificate of Acceptance of the Work, or within a justified period instructed by the Employer; and • The Contractor shall remedy any defects or damage specified in a notice issued by the Employer (or on its behalf) in relation to the Work or any Part of the Work, within the applicable Defects Notification Period or before its expiry. If a defect arises or is discovered within the applicable Defects Notification Period, the Employer shall issue a proper notice to the Contractor (or on its behalf). Thereafter: • The Contractor and the Employer's personnel shall jointly inspect the defect or damage;

		• The Contractor shall prepare and submit a proposal for the necessary remedial works; and • Clauses two, three, and four of Clause 7.5 [Defects and Rejection] shall apply.
11.2. Cost of Remedying Defects		If the Work relates to any of the following, the Contractor shall carry out, at its own cost and risk, all works referred to in sub-clause 11.1(b) [Completion of Outstanding Work and Remedying Defects]: Any part of the Works design other than the portion for which the Employer is responsible (if any) The design, materials, or workmanship of the Works do not comply with the requirements set out in the Contract; Defective performance or maintenance in relation to matters for which the Contractor is responsible under Clause 5.5 [Training], Clause 5.6 [Stage Work Records] and/or Clause 5.7 [Operation and Maintenance Manuals], or otherwise; or Failure by the Contractor to perform any other obligation under the Contract. If the Contractor considers that the cause is otherwise, it shall promptly give a Notice to the Employer, and the Employer's Representative shall approve or determine this in accordance with Clause 3.5 [Consultation and Determination] (and, for the purpose of compliance with sub-clause 3.5.3 [Time Limits], the date of such Notice shall be the commencement date of the time limits for consultations as specified in sub-clause 3.5.3). If it is mutually agreed or determined that a cause other than those stated above is relevant to the Work, the Work shall be carried out in accordance with the Employer's instructions in compliance with Clause 13.3.1 [Variation in Accordance with Instructions].
11.3. Extension of Time for Giving Notice of Defects		The Employer shall be entitled to an extension of the Defects Notification Period for the Works or any Section of the Works (or, where sub-clause 10.2 [Taking Over of a Section of the Works] applies, a Section of the Works) in the following circumstances: If the Works, any Section of the Works (or any Part of a Section) or any principal items of the Plant become, after taking over and depending on the circumstances, incapable of being used for their intended purpose due to any Defect or damage related to any matter referred to in sub-clauses 11.2(a) to (d) [Cost of Remedying Defects]; Provided that it relates to a Payment and/or Extension of Time claim under sub-clause 20.2 [Payment and/or Extension of Time Claims]. However, the Defects Notification Period shall not be extended beyond two years after the expiration of the period specified in the Contract Data. If the delivery, assembly, or installation of the Plant and/or

		Materials has been suspended under sub-clause 8.9 [Employer's Suspension of Work] (where the suspension is not due to the Contractor) or sub-clause 16.1 [Contractor's Suspension of Work], any Defects, damage, or faults arising more than two years after the original Defects Notification Period shall not be the responsibility of the Contractor under this Clause, and the warranty period for the principal Plant and/or Materials shall be deemed to have expired.
11.4. Inability to Remedy Defects		If the Contractor delays or fails to remedy any Defect or damage in accordance with sub-clause 11.1 [Completion of Outstanding Work and Remedying Defects], the Employer (or on its behalf) may determine the period within which the Defect must be remedied. The Employer shall give a Notice to the Contractor specifying the period considered necessary for remedying the Defect or damage, taking into account all relevant circumstances. If the Contractor fails to remedy the Defect or damage within the period specified in the Notice, and the Contractor would have carried out the remedial work at its own cost under sub-clause 11.2 [Cost of Remedying Defects], the Employer may, at its discretion: carry out or have the work carried out itself at the Contractor's cost, using the method deemed appropriate under the Contract (including any testing), in which case the Contractor shall have no liability for such work. The Employer shall be entitled to recover from the Contractor any reasonable costs incurred in remedying the Defect or damage under sub-clause 20.2 [Payment and/or Extension of Time Claims]. Where the Works with Defects are taken over, the Employer may, under sub-clause 20.2 [Payment and/or Extension of Time Claims]: pay the Contractor for the performance if the Defect has been fully remedied; or if no performance warranty schedule or relevant performance compensation applies under the Contract, reduce the Contract Price or make a deduction from the Contract Price. Such reduction or deduction shall be limited to the extent necessary to remedy the Defect and shall correspond to the loss in value caused to the Employer by the Defect. If any part of the Works becomes incapable of being used for its intended purpose as specified in the Contract, and this relates to a deduction under sub-clause 13.3.1 [Variation in Accordance with Instructions], the deduction shall be applied; or if the Defect prevents the Employer from deriving practical benefit from the Works, the Employer may terminate the Contract immediately (without applying sub-clause 15.2 [Termination for Contractor's Failure]). Thereafter, the

		Employer shall be entitled to recover from the Contractor, under sub-clause 20.2 [Payment and/or Extension of Time Claims], all payments made for the Works, any additional financing costs, dismantling and removal costs, site clearance costs, and the cost of returning the principal Plant and Materials. Any action taken by the Employer under sub-paragraphs (c) or (d) shall not prejudice any rights conferred on the Employer under the Contract or otherwise.
11.5. Remedying Defects Outside the Site		If the Contractor considers that a Defect in the principal Plant cannot be remedied promptly on the Site within the Defects Notification Period, it shall give a Notice to the Employer stating the reason and requesting permission to remove the defective principal Plant from the Site for repair. The Notice shall list each defective item of principal Plant and include the following details: the Defect requiring repair; the location to which the defective principal Plant will be taken for repair; the means of transport for moving the Plant (including insurance for such transport); the inspections and tests planned to be carried out outside the Site; the anticipated period before the repaired principal Plant is returned to the Site; and the anticipated period required for reinstallation and retesting of the repaired principal Plant (in accordance with Clause 7.4 [Tests on Completion by the Contractor] and/or Clause 9 [Tests on Completion], if required). The Contractor shall provide any further detailed information reasonably required by the Employer. The Contractor may remove the defective principal Plant from the Site once the Employer has given approval (such approval shall not relieve the Contractor of any of its obligations or responsibilities under this Clause). As a condition of such approval, the Employer may require the Contractor to increase the Performance Security by an amount sufficient to cover the full replacement value of the defective principal Plant.
11.6. Tests Following Remedy of Defects		Within 7 days after remedying any Defect, the Contractor shall give a Notice to the Employer regarding the condition of the remedied Work, Part of the Work, and/or principal Plant, and proposing any Repeated Tests to be carried out (as applicable under Clause 9 [Tests on Completion by the Contractor] or Clause 12 [Tests after Completion of the Works]). If the Employer does not, within 14 days of receiving such Notice, issue a Notice instructing the Contractor to carry out the proposed Repeated Tests or specifying tests

		necessary to verify whether the remedied Work, Part of the Work, and/or principal Plant complies with the Contract Requirements, the Employer shall be deemed to have approved the Contractor's proposed Repeated Tests. If the Contractor fails to submit the Notice within 7 days, the Employer shall issue a Notice instructing the Contractor to carry out the Repeated Tests necessary to verify whether the remedied Work, Part of the Work, and/or principal Plant complies with the Contract Requirements, 14 days after the remedying of the Defect. All Repeated Tests carried out under this Clause, other than the allocation of risk and costs for repair works under Clause 11.2 [Cost of Remedying Defects], shall be conducted under the same conditions as the previous tests.
11.7. Access to the Site After Taking Over the Works		Unless restrictions are imposed by the Employer to ensure safety within 28 days from the issuance of the Performance Certificate, the Contractor has the right to access all parts of the Site and review the Works, maintenance, and performance records. During the relevant Defects Notification Period, when accessing any part of the Site: The Contractor shall submit a Notice to the Employer specifying the part of the Site to be accessed and/or records to be reviewed, the reason for access or review, and the proposed date of access. This Notice must be given within a reasonable time before the proposed access date, taking into account any safety restrictions or other relevant conditions imposed by the Employer. The Employer shall respond to the Contractor's Notice within 7 days, either by: • Granting approval for the Contractor's proposed access; or • Proposing alternative date(s) with reasons. If the Employer does not respond within 7 days, the Contractor is deemed to have been granted access on the date proposed in the Notice. If the Contractor incurs additional costs due to any unjustified delay by the Employer in granting access to the Works or records, the Contractor is entitled to recover such costs and any associated loss of profit in accordance with Clause 20.2 [Payment and/or Extension of Time Claims].
11.8. Contractor to Conduct Investigation		The Contractor shall investigate the cause of any Defect under the direction of the Employer. The Contractor shall conduct such investigation on the date(s) instructed by the Employer or on the date(s) agreed with the Employer. If, under Clause 11.2 [Cost of Remedying Defects], the Contractor is not responsible for the costs, the Contractor shall be entitled to payment of any costs and profit arising

		from the investigation in accordance with Clause 20.2 [Payment and/or Extension of Time Claims]. If the Contractor does not carry out the investigation in accordance with this Clause, the Employer's personnel may conduct the investigation. In such case, the Employer shall notify the Contractor of the date on which the investigation will be carried out, and the Contractor may participate in the investigation at its own cost. If the Defect has been remedied at the Contractor's cost under Clause 11.2 [Cost of Remedying Defects], the Employer shall be entitled to recover from the Contractor, under Clause 20.2 [Payment and/or Extension of Time Claims], any reasonable costs incurred by the Employer in connection with the investigation.
11.9. Performance Certificate		The Employer shall not consider the Contractor to have fully performed its obligations under the Contract until the Contractor has been issued a Performance Certificate specifying the date on which the Contractor has completed its contractual obligations. The Employer shall issue the Performance Certificate to the Contractor as soon as practicable after the expiry of the Defects Notification Period or once the Contractor has fulfilled the following conditions (copy to be sent to the Dispute Avoidance/Adjudication Board): • The Contractor has submitted all required documentation; and, where applicable, the Employer has provided a notice under Clause 5.6 [As-built Records] (b) confirming that there are no objections to the as-built records; and • All Works have been completed and tested in accordance with the Contract (including rectification of any identified Defects). If the Employer fails to issue the Performance Certificate within 28 days, the Performance Certificate shall be deemed to have been issued on the 28th day after the date it should have been issued under this Clause. Acceptance of the Works shall be evidenced solely by the Performance Certificate.
11.10. Failure to Perform Obligations		After the issuance of the Performance Certificate, each party's obligations for any remaining unfulfilled duties at that time shall remain in force. The Contract shall be considered valid to determine the scope and conditions of the unfulfilled work obligations. However, with respect to the Main Equipment, except in cases of legally prohibited acts, fraud, negligence, intentional mistakes, or improper actions, the Contractor shall not be held liable for any defects, malfunctions, or damages arising

		more than two years after the expiration of the Defect Notification Period.
11.11. Handover of the Worksite		Upon receiving the Performance Certificate, the Contractor shall immediately: • clear the remaining equipment, surplus materials, damaged debris, and temporary works on the worksite; • restore all areas of the worksite affected by the Contractor's activities during execution of the Works and where Permanent Works have not been carried out; • leave the worksite in the condition required by the Employer (or, if not specified, in a safe and clean condition). If the Contractor does not carry out the above (a), (b), and/or (c) provisions within 28 days after the issuance of the Performance Certificate, the Employer may sell (to the extent permitted by law), remove, or otherwise dispose of any items remaining on the worksite, and/or clean or restore the worksite (if necessary) at the Contractor's cost. The Employer shall be entitled to recover from the Contractor the costs reasonably incurred in connection with selling, otherwise using, cleaning, or restoring the worksite, minus any proceeds obtained from such sale (if sold), under Clause 20.2 [Payment and/or Claims for Extension of Time].
12. POST-COMPLETION TESTS		
12.1. Procedure for post-completion tests		The post-completion test shall be carried out in accordance with this clause when required by the Employer. The Employer shall promptly perform the post-completion test after accepting the Work or the Section of Work (as applicable). The Employer shall provide all electricity, water, drainage systems (where available), consumables, materials, and personnel and facilities necessary for the post-completion test. The Employer shall also provide: • all machinery, assistance, support, documents, and other related information, equipment, labor, and personnel with the required knowledge and experience necessary to perform the post-completion test effectively and properly; Before the Contractor commences the post-completion test, the Contractor shall submit to the Employer, not less than 42 days in advance, a detailed test program specifying the duration and resources required for the test. The Employer shall review the detailed test program and notify the Contractor of any inconsistencies with the Contract. Within 14 days of receiving such notice, the Contractor shall rectify any issues identified as non-compliant in the test program. If the

		Employer does not provide such notice within 14 days of receiving the test program (or revised program), the Employer shall be deemed to have given consent. In addition to the dates specified in the test program, the Contractor shall notify the Employer within 21 days after being ready to perform the post-completion test. The Contractor shall not commence the post-completion test until the Employer has reviewed the Contractor's test program and issued a notice of approval (or deemed approval). The Contractor shall commence the post-completion test within 14 days from the date specified in the notice referred to in sub-clause (c) above, or within the period instructed by the Employer. The post-completion test shall be conducted in accordance with the following documents: • the Contractor's test program approved (or deemed approved) by the Employer; • the Employer's requirements; and • the Operation and Maintenance Manual approved (or deemed approved) by the Employer pursuant to Clause 5.7 [Operation and Maintenance Manual]; The post-completion test shall also be performed according to the requests of the Employer's personnel or the Contractor's personnel physically participating in the test. The results of the post-completion test shall be evaluated by the Parties. The Employer shall take the necessary measures before putting the Work into use.
12.2. Delayed Tests Postponement of tests		If the Contractor has submitted the Notice under clause 12.1 [Post-Completion Test Procedure] (c) indicating that the Work or Part of the Work is ready for the post-completion test, and the post-completion tests are unreasonably delayed due to reminders not being acted upon or because of the Employer or the Employer's personnel: • The Contractor shall carry out the post-completion test immediately before the expiry date of the relevant DNP; and • If the Contractor incurs costs as a result of the reminder measures, the Contractor shall have the right to claim such Cost plus Profit in accordance with clause 20.2 [Payment and/or Extension of Time Claims]. If the Contractor does not carry out the post-completion test during the DNP (within any period agreed by the Parties) due to reasons not attributable to the Contractor, the Work or Part of the Work shall be deemed to have passed the post-completion test.

12.3. Re-testing		If the Work or Part of the Work fails the post-completion tests specified in Clause 12.4 [Failure to Pass Post-Completion Tests]: • Clause 11.1 [Completion of Outstanding Work and Remedying Defects] (b) shall apply; and • After remedying any defects or faults, Clause 11.6 [Further Tests after Remedying Defects] shall apply. If the failure to pass the test or the need for re-testing arises for reasons specified in Clause 11.2 [Cost of Remedying Defects] (a) to (d) and causes the Employer to incur additional costs, the Employer shall be entitled to claim payment of such costs from the Contractor in accordance with Clause 20.2 [Payment and/or Extension of Time Claims].
12.4. Failure to Pass Post-Completion Tests		If: The Work or any Part of the Work fails any or all Post-Completion Tests; and The performance defect is covered under the Performance Schedule guarantee, The Employer shall have the right to fully claim the performance defect from the Contractor in accordance with Clause 20.2 [Payment and Extension of Time Claims]. If the Contractor has settled such cost with the Employer during the DNP, the Work or Part of the Work shall be deemed to have passed the Post-Completion Test. If the Work or Part of the Work fails the Post-Completion Test and the Contractor, upon receiving a Notice from the Employer, has proposed adjustments or modifications to such Work or Part of the Work (including an item of Plant): • The Employer may indicate in the Notice the period until which access to the relevant Work or Part of the Work will not be granted at the Employer's discretion; • The Contractor shall carry out the adjustments and modifications within the possible timeframe after receiving the Notice referred to in sub-clause (i) and continue to fulfill its obligation to pass the Test; and • If the Contractor does not receive the Notice referred to in sub-clause (i) during the relevant DNP, the Contractor shall be released from the obligation to carry out such adjustments or modifications, and the Work or Part of the Work (as applicable) shall be deemed to have passed the Post-Completion Test. If the failure to pass the Post-Completion Test, or any adjustments or modifications, are delayed due to the Employer unjustifiably restricting the Contractor's access to the Work or Part of the Work, causing the Contractor to incur costs, the Contractor shall have the right to claim such additional costs and profit in accordance with Clause 20.2 [Payment and Extension of Time Claims].

13. CHANGES AND ADJUSTMENTS		
13.1. Right to Make Changes		The Employer may at any time, prior to issuing the Certificate of Acceptance of the Work, propose a Change in accordance with Clause 13.3 [Procedure for Making Changes]. Except as provided in Clause 11.4 [Failure to Remedy Defects], a Change shall not consist of the omission of any work to be performed by any party, unless agreed otherwise by the Employer or the Parties. The Contractor shall implement any Change instructed under Clause 13.3.1 [Instruction for Change], provided that the Contractor has timely submitted a Notice to the Employer specifying the details (including detailed additional information), and shall implement the Change without delay and with due diligence if: • Considering the scope and nature of the work as defined in the Employer's requirements, the changed work could not have been reasonably anticipated; • The Contractor is unable to promptly source and prepare the Materials required to implement the Change; • Implementation would adversely affect the Contractor's ability to comply with Clause 4.8 [Health and Safety Obligations] and/or Clause 4.18 [Environmental Protection]. Upon receipt of this Notice, the Employer shall promptly respond to the Contractor indicating whether the instruction is confirmed, amended, or revoked. Any instruction so confirmed or amended shall be considered an instruction under Clause 13.3.1 [Instruction for Change].
13.2. Engineering Efficiency		The Contractor shall have the right at any time to submit to the Employer, in writing, proposals which, in the Contractor's opinion, if approved: • accelerate the progress of the Work; • reduce the Employer's costs in executing, operating, or maintaining the Work; • enhance the efficiency or value of the completed Work for the Employer; or • otherwise provide benefit or efficiency to the Employer. Such proposals shall be prepared at the Contractor's cost and shall include the matters referred to in sub-clauses (a) to (c) of Clause 13.3.1 [Changes by Instruction]. Upon receipt of a proposal, the Employer shall respond as soon as reasonably practicable by issuing a written notice of approval, or otherwise giving a decision. Any approval or other decision by the Employer shall be at the sole discretion of the Employer. The Contractor shall not suspend any work while awaiting a response.

		If the Employer gives approval, with or without comments, for the proposal, the Contractor shall thereafter: • request from the Employer any additional information reasonably required; and • apply the third set/paragraph of Clause 13.3.1 [Changes by Instruction], including any matters regarding the allocation of efficiency gains, costs, or delays between the Parties, as may be specified in the special conditions.
13.3. Change Procedure		The Employer shall implement a Change in accordance with Clause 13.1 [Right to Change] by applying one of the following methods: **13.3.1 Change by Instruction** The Employer may issue a Notice to the Contractor, detailing the required change and any requirements for recording Costs, in accordance with Clause 3.4 [Instructions], to instruct the Contractor to carry out a Change. Upon receipt of such instruction, the Contractor shall commence the Change and, within 28 days (or such other period as proposed by the Contractor and approved by the Employer), provide the Employer's Representative with detailed information including: • The type of changed work completed or to be completed, including resources or methods used or to be used; • A detailed plan for executing the work, including any necessary adjustments to the Detailed Work Schedule under Clause 8.3 [Detailed Work Schedule] and the Completion Date; and • The Contractor's proposal for adjustments to the Contract Price to reflect the Change, including supporting information. Any omitted work forming part of the Change (in whole or in part) shall include: • Costs incurred or potentially incurred by the Contractor that would have been recoverable under the Contract Price had the work not been omitted; and • The impact of the omission on the Contract Price. These costs shall be clearly identified in the Contractor's proposal. If the Parties have agreed on the omission of any work performed by others, the Contractor may include any consequential loss, loss of profit, or other damages resulting from such omission. The Contractor shall then provide any additional information reasonably requested by the Employer's Representative. The Employer's Representative shall subsequently proceed to agree or determine under Clause 3.5 [Agreement or Determination] the following:

		• Any claim for an extension of time, if applicable; and/or • Any adjustment to the Contract Price and Payment Schedule, if applicable. For the purposes of Clause 3.5.3 [Time Limits], the date on which the Employer's Representative receives the Contractor's submission (including any additional information) shall be the starting date for the time limits. The Contractor shall be entitled to adjustments to the Contract Price or extensions of time under Clause 20.2 [Payment and/or Extension of Time Claims] without any further obligation. If the Contract does not specify a Rate or Price Schedule, adjustments under the above subparagraph shall be calculated from the Cost Plus Profit incurred during execution of the work. Where a Change involves creating a new part of the Works (or the whole), the appropriate Rate or Price shall be the Rate or Price in the Rate or Price Schedule for the relevant item. If no Rate or Price is specified, the Rate or Price for a similar item shall be used. If no comparable item exists, a new Rate or Price shall be determined, taking into account all relevant conditions. If the new Rate or Price cannot be derived from any existing Rate or Price, it shall be based on Cost Plus Profit incurred in performing the work. Until agreement or determination of the above subparagraph, the Employer shall allocate a provisional Rate or Price for interim payment purposes under Clause 14.6 [Interim Payments]. **13.3.2 Change by Proposal** Before issuing an instruction to carry out a proposed Change, the Employer may request the Contractor to submit a proposal, specifying the planned Change. Within the shortest reasonable time after receiving such request, the Contractor shall respond either by: • Submitting a proposal reflecting the matters referred to in Clause 13.3.1(a)–(c); or • Indicating, based on Clause 13.1(a)–(e), reasons why the Contractor cannot comply (if applicable). Upon receipt of such a proposal, the Employer shall respond as soon as reasonably practicable, either granting approval or otherwise. The Contractor shall not suspend any work while awaiting a response. If the Employer grants approval, with or without comment, the Employer shall then issue a Change instruction. The Contractor shall then provide any additional information reasonably requested by the Employer and apply the third step under Clause 13.3.1 [Change by Instruction].

		If the Employer does not approve the proposal, with or without comment, and the Contractor has incurred Costs in reliance on submitting the proposal, the Contractor shall be entitled to recover such Costs under Clause 20.2 [Payment and/or Extension of Time Claims].
13.4. Resources		Each Resource shall be utilized, in whole or in part, only in accordance with the Employer's instructions, and the Contract Price shall be adjusted accordingly. The total amount paid to the Contractor shall include only the value of the supply or the Works and Services related to the Resources as instructed by the Employer. For each Resource, the Employer may give instructions regarding: (a) The Work to be executed by the Contractor (including Main Equipment, Materials, or Services) and the adjustment to the Contract Price and Payment Schedule (if any) to be agreed or determined in accordance with Clause 13.3.1 [Change by Instruction]; and/or (b) Main Equipment, Materials, Works, or Services procured from a nominated Subcontractor (as defined in Clause 4.5 [Nominated Subcontractor]) or otherwise procured by the Contractor; and the corresponding value of these shall be incorporated into the Contract Price as follows: • The actual amount paid (or payable) by the Contractor; and • An additional cost and profit amount calculated proportionally based on the applicable proportion stated in the relevant Payment Schedule, if any. If no such proportion is stated, the proportion provided in the Contract data shall apply. If the Employer has given instructions under sub-clauses (a) and/or (b) above, such instructions may include the Contractor's request to submit quotations from its suppliers and/or Subcontractors for all (or part) of the Works or procured Main Equipment, Materials, Works, and Services. Subsequently, the Employer may either issue instructions approving one of these quotations (provided, however, that such instructions shall not constitute a "nominated instruction" under Clause 4.5 [Nominated Subcontractor]) or issue a notice invalidating the instruction. If the Employer does not respond within 7 days of receiving the quotation, the Contractor may select any of the quotations at its own discretion. Each report related to the Resources shall be accompanied by supporting documentation, including relevant claims, vouchers, accounting records, and payment evidence, as proof of the Resource.

13.5. Daywork		**If the Contract does not include a Daywork schedule, this Clause shall not apply.** For small-scale or auxiliary work, the Employer may instruct the Contractor to execute the Variation based on Daywork. In such case, the work shall be evaluated and priced according to the Daywork schedule, following the procedure below. Before procuring the Goods or materials for this work (other than those whose prices are included in the Daywork schedule), the Contractor shall submit one or more quotations from the Contractor's suppliers and/or Subcontractors to the Employer. Thereafter, the Employer may instruct the Contractor to accept one of these quotations (provided that this instruction shall not be considered an instruction under Clause 4.5 [Named Subcontractor]). If the Employer fails to give such instruction within 7 days of receiving the quotations, the Contractor may accept any of these quotations at its discretion. The Contractor shall submit to the Employer, daily, a true copy (and one electronic copy) of a report including the record of resources used in performing the previous day's work, except for items for which payment shall be made under the Daywork schedule (as specified in Clause 6.10 [Contractor's Records]). If the report is true and is approved, the Employer shall sign it and return one copy of the report to the Contractor without delay. If the report is incorrect or not approved, the Employer's representative shall thereafter agree or determine the resources used in accordance with Clause 3.5 [Agree or Determine], and for the purposes of Clause 3.5.3 [Time Limit], the date on which the Contractor completes the work covered by this Clause shall be the start date of the time limit under Clause 3.5.3. In the next report, the Contractor shall include a calculation of the resources agreed or determined and their cost, along with all relevant invoices, vouchers, accounting, and payment documents as evidence of the Goods or materials used for Daywork, and submit it to the Employer. Unless otherwise specified in the Daywork list, the prices and rates in the Daywork schedule shall be deemed to include taxes, overheads, and profit.
13.6. Adjustments Related to Changes in Laws and Regulations		Following the provisions of this Clause, any increase or decrease in Costs arising from the changes included in the items below, which were made after the Base Date and/or officially published after the Base Date and affected the Contractor in fulfilling its obligations under the Contract, shall be reflected in an adjustment to the Contract Price: In the laws of the relevant Country (including enactment of new legislation, revision of existing laws, or amendments to

		laws); In relation to (a) above, any official judicial or governmental interpretation or implementation arising therefrom; Each of the permissions, special permits, licenses, or other official authorizations obtained by the Employer or the Contractor in accordance with Clause 1.12 [Compliance with Laws] sub-clauses (a) or (b); or Any requirements and/or other official authorizations related to any permissions, special permits, or licenses to be obtained by the Contractor under Clause 1.12 [Compliance with Laws] sub-clause (b); For the purposes of this Clause, "Change in Laws and Regulations" means any change under sub-clauses (a), (b), (c), and (d) above. If the Contractor experiences delay and/or incurs additional Costs due to a Change in Laws and Regulations, the Contractor shall be entitled to payment of such Costs in accordance with Clause 20.2 [Payment and/or Extension of Time Claims]. If a Change in Laws and Regulations results in a reduction of Costs, the Employer shall be entitled to reduce the Contract Price in accordance with Clause 20.2 [Payment and/or Extension of Time Claims]. If any adjustment to the execution of the Works is required due to a Change in Laws and Regulations (with accompanying detailed information): The Contractor shall promptly give notice to the Employer; or The Employer shall promptly give notice to the Contractor (with detailed additional information). Thereafter, the Employer shall either issue an instruction for a Variation in accordance with Clause 13.3.1 [Variation by Instruction], or issue a request for a proposal in accordance with Clause 13.3.2 [Variation by Proposal Request].
13.7. Adjustments Related to Changes in Costs		If the Special Conditions do not include a list of Cost Indexes, this Clause shall not apply. Increases or decreases in labor wages, Goods, and other components of Work costs shall be accounted for, and the amount payable to the Contractor shall be adjusted by adding or deducting the amounts determined according to the Cost Index List specified in the Special Conditions. For any cost increases or decreases not covered under this Clause or other Clauses of these Conditions, it shall be deemed that the estimated/contingent cost amount related to such increase or decrease is included in the Contract Price set out in the Contract. Any adjustment to the amount payable to the Contractor, other than as provided in Clause 14 [Contract Price and Payment], shall be calculated in the currency of payment of

		the Contract Price. No adjustment shall be made for Work valued based on actual costs or current prices. Until each current price index is determined, the Employer shall use a provisional index to make Interim Payments under Clause 14 [Interim Payments]. Once the current price index is determined, the adjustment shall be recalculated accordingly. If the Contractor does not complete the Work within the Completion Period, the Employer shall select the more appropriate of the following for the price adjustment: • The index or price as of the day 49 days prior to the Completion Date; or • The current index or price.
14. CONTRACT PRICE AND PAYMENT		
14.1. Contract Price		Unless otherwise stated in the Particular Conditions: Payment under the Contract shall be made on the basis of the fixed total contract price (the lump sum), which includes all costs specified in the Contract Agreement, and any adjustments (variations), additions (including costs or cost-plus-profit to which the Contractor is entitled under the terms of the Contract), or deductions may be applied in accordance with the Contract. The Contractor shall be responsible for paying all taxes, duties, and charges payable under the Contract, and no adjustment to the Contract Price shall be made except as provided in Clause 13.6 [Adjustment for Changes in Laws and Regulations]. If any quantities are included in the Schedule, the actual and correct quantities of Work to be executed by the Contractor shall not be considered, and such quantities shall be used solely for the purpose of the Schedule.
14.2. Advance Payment		If the Contract Data does not specify the amount of advance payment, this clause shall not apply. Subject to the following provisions of this clause, the Employer shall make the advance payment as an interest-free loan to enable the Contractor to start the Works and for design purposes. The amount and currency of the advance payment to be made shall be as specified in the Contract Data.
14.2.1		Advance Payment Guarantee The Contractor shall obtain, at its own cost, an Advance Payment Guarantee for an amount equal to the advance payment and in the currency in which the payment is to be made, and shall submit it to the Employer. This guarantee shall be issued by a legal entity approved by the Employer under the laws of the country (or other applicable legislation) and shall use the form provided in the Tender Documents or a form approved by the Employer (provided, however, that

		such approval and/or agreement shall not relieve the Contractor of any of its obligations under this clause). The Contractor shall ensure that the Advance Payment Guarantee remains valid until the advance payment has been fully repaid, and its amount may be progressively reduced in proportion to the repayment of the advance payment by the Contractor. If the validity period of the Advance Payment Guarantee is specified, and the advance payment has not been fully repaid at least 28 days before the expiry of such validity: • The Contractor shall extend the validity of the guarantee until the advance payment is fully repaid; • The Contractor shall promptly provide the Employer with evidence of such extension; and • If the evidence of such extension is not received by the Employer at least 7 days before the expiry of the guarantee, the Employer shall have the right to claim the unpaid portion of the advance payment. When submitting the Advance Payment Guarantee, the Contractor shall also submit its request for the advance payment in the form of a Report.
14.2.2		Advance Payment The Employer shall make the advance payment within 14 days after the following conditions have been met: • After the Employer has received the Performance Guarantee and the Advance Payment Guarantee, issued in the forms and by the legal entity specified in Clauses 4.2.1 [Contractor's Obligations] and 14.2.1 [Advance Payment Guarantee], respectively; • After the Employer has received the Contractor's request for the advance payment in accordance with Clause 14.2.1 [Advance Payment Guarantee].
14.2.3		Refund of Advance Payment The advance payment shall be refunded by deducting a certain proportion from the Interim Payments in accordance with Clause 14.6 [Interim Payments]. If no other proportion is specified in the Contract Data: • Deductions from the Interim Payments shall begin once the total amount of the Interim Payments (excluding advance payment, deductions, and amounts released from the retention) expressed in the same currency as the advance payment exceeds ten percent (10%) of the Contract Price as agreed in the Contract. • Until the advance payment is fully repaid, deductions from each Interim Payment shall be made at a rate equal to one quarter (25%) of the amount in the currency of the advance payment and proportionally.

		If the advance payment has not been made before issuing the Taking-Over Certificate, or before termination of the contract in accordance with Clause 15 [Employer's Termination], Clause 16 [Contractor's Suspension or Termination], or Clause 18 [Exceptional Circumstances or Force Majeure], the Contractor shall immediately refund to the Employer the remaining total amount of the advance payment.
14.3. Request for Interim Payment		The Contractor shall submit a report to the Employer on the day following the expiration of the payment period specified in the Contract Data (if no period is specified, at the end of each month). Each payment report shall be as follows: • Prepared in accordance with the form approved by the Employer; • Submitted in one original paper copy, one electronic copy, and additional paper copies (if specified in the Contract Data); • Clearly showing the amounts to which the Contractor is entitled, together with supporting documents detailed enough for the Employer to review, as required under Clause 4.20 [Progress Reports]. The report shall include the relevant items as listed below, expressed in the respective currencies of the Contract Price. These include: The value of the works executed by the Contractor up to the last day of the payment period (calculated at the Contract Price) and the value of documents prepared by the Contractor under the Contract (reflecting Contract variations, but excluding the items specified in sub-clauses (ii) – (x) below); Any additions or deductions resulting from legal changes in accordance with Clause 13.6 [Adjustment for Changes in Law] and Clause 13.7 [Adjustment for Cost Variations]; Amounts withheld by the Employer, calculated against the maximum retention specified in the Contract Data (if any), in accordance with sub-sections (1), (2), and (6) of this section; Any additions or deductions related to advance payments and repayments in accordance with Clause 14.2 [Advance Payment]; Any additions or deductions for equipment and materials in accordance with Clause 14.5 [Specially Designated Equipment and Materials]; Any other additions or deductions under the Contract or otherwise, including those arising under Clause 3.5 [Agreement or Determination]; Any additions to provisional sums in accordance with Clause 13.4 [Provisional Sums];

		Any additions related to the release of retention money in accordance with Clause 14.9 [Release of Retention]; Any deductions associated with the use of services provided by the Employer under Clause 4.19 [Temporary Use]; Any deductions for amounts previously paid by the Contractor in accordance with Clause 14.7 [Payments].
14.4. Payment Schedule		Unless otherwise specified in the Schedule, if the Payment Schedule in the Contract provides for partial payments of the Contract Price: • For the purposes of meeting the requirements set out in Clause 14.3 [Interim Payment Request] under the scope of Clause 14.5 [Specifically Designated Equipment and Materials], the partial payments specified in the Payment Schedule shall be deemed to constitute the Contracted Price; • If: o such partial payments have not been determined based on the actual progress and results achieved in performing the Work; and o the actual progress of the Work is found by the Employer to differ from the performance on which this Payment Schedule is based, then the Employer's Representative shall continue to act in accordance with Clause 3.5 [Consultation or Determination] to approve or determine a revised version of the partial payment (and for the purposes of Clause 3.5.3 [Time Limits], the date on which the Employer identifies the difference referred to above shall be deemed to be the start date of the period for reaching agreement under Clause 3.5.3). The revised partial payment amounts shall be determined in relation to the progress of the Work under the Payment Schedule. • If no Payment Schedule is specified in the Contract, the Contractor shall submit its informal calculation of the amounts it considers payable every three months. The first calculation shall be submitted within 42 days from the Commencement Date. Reviewed and revised calculations shall continue to be submitted at three-month intervals until the issuance of the Certificate of Acceptance of the Work.
14.5. Specifically Designated Equipment and Materials		If there is no equipment and/or materials to be paid for upon loading and/or delivery as set out in the Contract Data, this Clause shall not apply. The Contractor shall include in accordance with Clause 14.3 [Interim Payment Request] (5) the following amounts: • The increase in value for equipment and materials loaded to or delivered to the Site for inclusion in the Permanent Works (as applicable); and

		• The deduction of the Contract Price for such equipment and materials as included in the value of the Works under Clause 14.3 (1). If the following conditions are met (and for the purposes of satisfying Clause 3.5.3 [Time Limits], the period for meeting these conditions shall be calculated from the start date of the negotiation period as specified in Clause 3.7.3), the Employer shall follow Clause 3.5 [Consultation or Determination] to agree or determine the increase in value for the relevant equipment and materials: The Contractor has: • Provided the Employer with full access for inspection and maintained sufficient records and reports (including, but not limited to, order forms, receipts, costs, and utilization records of equipment and materials); • Supplied evidence that the equipment and materials fully comply with the Contract (including, where applicable, test or quality certificates under Clause 7.4 [Contractor's Tests] and/or conformity documentation under Clause 4.9.2 [Contract Compliance System]); and • Submitted cost reports for obtaining, loading, or delivering the equipment and materials to the Site, together with supporting documentation. The relevant equipment and materials: • Are listed in the Contract Data as payable upon shipment; • Have been shipped to and are in transit to the Site in accordance with the Contract; and • Have been presented to the Employer with loading or delivery documentation specifying the following: o Freight and insurance payment documentation; o Any other documentation requested by the Employer; o A bank guarantee issued in accordance with the Employer's approved format, and by an approved financial institution, in an amount equivalent to the value payable under this Clause, in the currency specified herein, and provided prior to submission of the next Payment Request. This guarantee may be issued in a format similar to the guarantee under Clause 14.2.1 [Advance Payment Guarantee] and shall remain effective until the equipment and materials are properly

		positioned at the Site, secured, and protected against damage, loss, or deterioration. Alternatively, the relevant equipment and materials: • Are listed in the Contract Data as payable upon delivery to the Site; and • Have been delivered to the Site, properly stored, and protected against any damage, loss, or deterioration, and are in compliance with Contract requirements. The agreed or determined outcome shall be reflected in the supporting evidence and documentation required under this Clause, as well as in the Contract Price for the equipment and materials. If the provisions of sub-clause (b) are applied, the Employer shall have no obligation to certify any payment under this Clause until the bank guarantee under sub-clause (b)(iii) is received. The total interim payment payable by the Employer shall be equal to **eighty percent (80%)** of the agreed or determined price. The currency of this certified amount shall be the same as that of the Contract Price under Clause 14.3 (1). Appropriate deductions in the interim payment shall be made, equal in amount, currency, and proportion to the increase in value for the relevant equipment and materials.
14.6. Interim Payment		No payment shall be made to the Contractor until the following conditions are fulfilled: • The Employer has received the Performance Guarantee in the form and from the legal entity specified in Clause 4.2.1 [Contractor's Obligations]; and • The Contractor has appointed the Contractor's Representative in accordance with Clause 4.3 [Contractor's Representative].
14.6.1		Interim Payment Notice The Employer shall issue a notice to the Contractor within 28 days after receiving the report and related documents. This notice shall: • Specify the amount of interim payment deemed appropriate by the Employer; and • Include any additional amounts and/or deductions required to be paid under the Contract, otherwise, or in accordance with Clause 3.5 [Consultation or Determination]. The notice shall also be accompanied by the relevant supporting documents, which must explain any differences or discrepancies between the certified amount and the amounts shown in the report, as well as the reasons for such differences or discrepancies.
14.6.2		Suspension of Interim Payment (or a Specified Amount)

		The Employer may suspend any interim payment amount if, after deductions for retention and other withholdings, it is less than the minimum interim payment specified in the Contract Data. In such a case, the Employer shall promptly issue a notice to the Contractor. The Employer may not suspend any interim payment for any other reason, except in the following cases: • If any item supplied or work performed by the Contractor does not comply with the Contract, the Employer may suspend the amount necessary to cover the cost of rectifying or replacing the defective item until such rectification or replacement is fully completed. • If the Contractor fails to perform any work, service, or obligation under the Contract, the Employer may suspend the portion of the payment related to that work, service, or obligation until it is properly completed. In this case, the Employer shall promptly provide the Contractor with a notice detailing the defects or deficiencies and the suspended payment amount. • If the Employer identifies discrepancies or material errors in the Contractor's Report or other relevant documents, the effect of such discrepancies or errors on the interim payment amount shall be taken into account until the next report is corrected. For each suspended amount, the Employer must provide in the supplemental information to the interim payment a detailed calculation of the suspended sum and the reasons for the suspension.
14.6.3		Correction and Adjustment The Employer may make any corrections or adjustments to a previous interim payment as necessary. An interim payment shall not be construed as the Employer's acceptance, certification, approval, or acknowledgment of any Contractor's document, work, or part thereof, nor as an expression of consent regarding such. If the Contractor believes that any amount to which it is entitled has not been included in an interim payment (hereinafter referred to as the "identified amounts"), such amounts shall be included in the next Report. The Employer shall make the necessary corrections or adjustments in the subsequent interim payment. Thereafter: • If the Contractor remains dissatisfied with the amount included in the next interim payment; and • If the identified amounts relate to matters in which the Employer's Representative has already fulfilled its

		duties under Clause 3.5 [Consultation or Determination] of the Contract, the Contractor shall have the right to issue a notice to the Employer's Representative concerning these matters, and the provisions of Clause 3.5 [Consultation or Determination] shall apply. For the purposes of Clause 3.5.3 [Time Limits], the date on which the Employer's Representative receives such notice shall be considered the start date of the relevant period for consultation.
14.7. Payment		Obligation to Make Payments The Employer shall be obliged to pay the Contractor the following: • Advance Payment in accordance with Clause 14.2.2 [Advance Payment] within the specified period. • Interim Payments in accordance with the following: o As set out in Clause 14.6 [Interim Payment], within the period specified in the Contract Data (or, if not specified, within 56 days) after the Employer has received the Notice and relevant supporting documents; or o As set out in Clause 14.13 [Final Payment], within the period specified in the Contract Data after the Employer has received the Partially Agreed Final Statement (or, if applying Clause 14.13(ii) after the Employer has received the draft Final Statement deemed as Partially Agreed Final Statement, within 84 days). • Final Payment in accordance with Clause 14.13 [Final Payment], within the period specified in the Contract Data after the Employer has received: o The Final Notice (or, if applying Clause 14.13(ii) after the 14-day period from the issuance of the Notice determining the Final Payment has expired); and o The Closure Documents in accordance with Clause 14.12 [Notice of Completion of Payment Obligations] (or deemed issued by the Contractor). Each payment shall be made in the currency specified in the Contract for that payment and shall be transferred to the bank account designated by the Contractor for that currency.
14.8. Delayed / Withheld Payment		If the Contractor has not received payment in accordance with Clause 14.7 [Payment] of the Contract, the Contractor shall be entitled to claim a monthly financial penalty on the unpaid amount for the period of such delay.

		Unless otherwise specified in the Contract Data, such penalty shall be calculated at an annual interest rate of three percent (3%): • based on the location and currency of the payment, at the average short-term lending rate offered to prime borrowers by banks; or • if such rate is not specified in the location, at the applicable rate for the currency of payment; or • if no such rate exists, at the statutory interest rate established by the law of the currency of payment. The Contractor shall have the right to request payment of the penalty from the Employer: • without submitting an official notice or Report to the Employer (including any requirements under Clause 20.2 [Requests for Extension of Time and Payment]); and • without prejudice to any other rights or legal remedies.
14.9. Release of Retained Amounts		Certificates of Work Acceptance: After issuance for the entire Work, the Contractor shall include the first half of the Retained Amount in the Report; or After issuance for a partial work, the Contractor shall include the relevant portion of the first half of the Retained Amount in the Report. After the last day of the defect notification period, the Contractor shall immediately include the second half of the Retained Amount in the Report. If the Certificate of Work Acceptance was issued (or deemed issued) for partial work, the Contractor shall immediately include the relevant portion of the second half of the Retained Amount in the Report after the completion date of the corresponding partial work. For any similar Report received by the Employer, the Employer shall release the relevant portion of the Retained Amount in the subsequent Interim Payment. However, when releasing the Retained Amount in accordance with Clause 14.6 [Interim Payment], if any work remains uncompleted in accordance with Clause 11 [Defects Notification after Acceptance of Work] or Clause 12 [Testing, Adjustment, and Commissioning after Work Acceptance], the Employer shall have the right to defer the payment related to such incomplete work until completion. The portion applicable to each partial work shall be the percentage of the partial work as specified in the Contract Data. If the Contract Data does not specify the percentage for the partial work, no portion of the Retained Amount for that partial work shall be released under this clause.
14.10. Request for Final Account		The Contractor shall, within 84 days after the completion date of the Work, submit to the Employer a notice of completion together with the relevant supporting documents in

Agreement after Completion of Work		accordance with Clause 14.3 [Interim Payment Request] of the Contract, and shall include the following information: • The total value of the Work performed under the Contract up to the completion date; • Any other amounts the Contractor considers entitled to up to the completion date; • Any other amounts calculated or considered as due to the Contractor after the completion date in accordance with the Contract or otherwise; each of these amounts (as referred to in sub-items (a) and (b) above) shall be shown separately, and shall include the following calculated amounts: o Amounts arising from the Contractor's claims submitted in accordance with Clause 20.2 [Requirements for Extension of Time and Payment]; o Amounts related to any issues submitted to the Dispute Resolution Board under Clause 21.4 [DRB Decisions]; o Amounts related to any issues specified in a Notice of Dissatisfaction (NOD) submitted under Clause 21.4 [DRB Decisions]. Thereafter, the Employer shall proceed in accordance with Clause 14.6 [Interim Payment].
14.11. Final Payment Request		Any Notice submitted by the Contractor under the provisions of this section shall not be deferred or suspended for any reason related to clause 21.4 [Decision by the Dispute Adjudication Board] or clause 21.6 [Resolution under Arbitration Procedure] of the Contract.
14.11.1		Draft of Final Payment Statement Within 56 days after the issuance of the Performance Certificate, the Contractor shall submit to the Employer the draft of the Final Payment Statement. This Statement shall: • Be prepared in the same format as the previous Statement submitted under clause 14.3 [Interim Payment Request] of the Contract; • Be submitted as one original paper copy, one electronic copy, and, if applicable, additional paper copies as specified in the Contract Data; • Include, together with the relevant supporting documents, detailed information on the following: o The total value of work executed under the Contract; o Any other amounts that the Contractor considers entitled to receive up to the date of issuance of the Performance Certificate in accordance with the Contract and otherwise;

		○ Any other calculated amounts that the Contractor is entitled to receive or is deemed to be due after the issuance of the Performance Certificate, including the amounts calculated in accordance with clause 14.10 [Request for Payment Reconciliation after Completion of Work], subparagraphs (c)(i) to (iii). These calculated amounts shall be shown separately for each of the subparagraphs (i) and (ii) referred to above. In cases other than those described in subparagraph (iii), if the Employer does not accept or is unable to certify/confirm any part of the draft Final Payment Statement, the Employer shall promptly notify the Contractor of this. The Contractor shall then provide, within the time specified in such Notice, any additional information reasonably requested by the Employer, and the draft Final Payment Statement shall be amended as agreed between the Parties.
14.11.2		Approved Final Statement If there are no amounts subject to subparagraph (iii) of clause 14.11.1 [Draft Final Payment Statement], the Contractor shall prepare the Final Payment Statement (referred to in these Contract Conditions as the "Final Payment Notice") as mutually agreed with the Employer and submit it to the Employer. However, if: • There are no amounts subject to subparagraph (iii) of clause 14.11.1 [Draft Final Payment Statement]; and/or • It is determined that the Employer and the Contractor are unable to reach agreement on any amounts included in the draft Final Payment Statement, the Contractor shall prepare a notice indicating the mutually agreed amounts, calculated amounts, and the amounts not agreed upon (referred to in these Contract Conditions as the "Partially Agreed Final Statement") and submit it to the Employer.
14.12. Notice of Completion of Payment Obligations		When the Contractor submits the Final Payment Statement or the Partially Agreed Final Statement (depending on the circumstances), the Contractor shall deliver a Closing Document confirming that the total amount in this Statement constitutes full and final settlement of all amounts due to the Contractor under or in connection with the Contract. The total amount in the Statement may relate to any payment that may be made in connection with disputes under the Review Board proceedings or under the arbitration proceedings pursuant to Clause 21.6 [Settlement by Arbitration] of the Contract, and/or this document may

		become effective after the Contractor has received the following as specified in the Closing Document: • Full payment of the total amount stated in the Final Payment Statement; and • Performance guarantee. If the Contractor fails to deliver the Closing Document, the Statement shall be deemed to have been submitted, and the conditions set out in subparagraphs (a) and (b) above shall be deemed satisfied. If no Final Payment Statement has been submitted to the Contractor and the second part of Clause 14.13 [Final Payment] applies, the Contractor shall be deemed to have issued the Closing Document after receiving the Final Payment in accordance with the second part of Clause 14.13 and the Performance Guarantee. The Closing Document under this clause does not affect any rights or obligations of the Parties in connection with any Dispute under the Review Board proceedings or any arbitration proceedings under Clause 21 of the Contract.
14.13. Final Payment		Within 28 days after receiving the final payment statement or the partially agreed final statement (as applicable) and the Closing Document in accordance with clause 14.12 [Notice of Completion of Payment Obligation], the Employer shall issue a notice to the Contractor, which shall include the following: • The final payment amount considered proper by the Employer, including any additions, deductions, or withholdings specified in the Contract or under clause 3.5 [Agreement or Determination]; • After confirming/acknowledging all amounts previously paid by the Employer and all amounts due to the Employer, as well as confirming/acknowledging any amounts previously paid to the Contractor or received by the Employer under the Performance Guarantee (if any), the remaining payment due from the Employer to the Contractor (if any) or, as applicable, the total remaining payment due from the Contractor to the Employer, with relevant detailed information; If the Contractor fails to submit the draft final payment statement within the timeframe specified in clause 14.11.1 [Draft Final Payment Statement], the Employer shall issue a request requiring the Contractor to fulfill this obligation. If the Contractor does not submit the draft final payment statement within 28 days after such request, the Employer shall, within 28 days after the expiry of that period, issue a notice regarding the final payment to the Contractor with relevant details.

		If: • The Contractor has submitted the partially agreed final statement in accordance with clause 14.11.2 [Approved Final Statement]; or • The Contractor has not submitted a partially agreed final statement but the Employer considers the draft final payment statement submitted by the Contractor as the partially agreed final statement, the Employer shall continue to act in accordance with clauses 14.6 [Interim Payments] and 14.7 [Payment] to pay and settle the interim payments to the Contractor.
14.14. Release of the Employer from Payment Obligation		The Contractor acknowledges that, except for amounts specifically included in the relevant reports, the Employer shall have no liability under the Contract or in connection with the execution of the Works for any matter or item, except as expressly provided in: • the Final Payment Statement or Partially Agreed Final Payment Statement; and • the notice under Clause 14.10 [Request for Acceptance of Post-Completion Account] (issues or items arising after the issuance of the Taking-Over Certificate are not included). If the Contractor does not submit or pursue any claim under Clause 20.2 [Claims for Extension of Time and Additional Payment] related to any amount included in the Final Payment within 56 days after receipt of the Final Payment, the Contractor shall be deemed to have accepted the Final Payment as correct. In this case, the Employer shall have no further liability to the Contractor except for the return of the Performance Security. However, the provisions of this Clause shall not limit the Employer's liability for compensation for damages or release the Employer from liability for any fraudulent acts, misrepresentation, willful misconduct, or errors or breaches caused intentionally or negligently by the Employer.
14.15. Currency of Payment		The Contract Price shall be paid in the currency or currencies specified in the Contract Data. If two or more currencies are specified in the Contract Data, the following applies. If the Contract Price is expressed solely in the Domestic Currency or solely in a Foreign Currency as per the Contract Agreement, unless otherwise agreed by the Parties, the ratio or percentage between Domestic and Foreign Currencies, or the fixed exchange rate to be used for calculations and payments, shall be as specified in the Contract Data. Payments and deductions or withholdings under the relevant clauses concerning pre-calculated amounts or adjustments for changes in legislation shall be made in the relevant currency and according to the specified ratio or percentage.

		Other payments, deductions, or withholdings under the interim payment provisions shall be made in the currency and ratio or percentage specified above. For adjustments agreed or determined under the engineering optimization or change procedures, the amount payable in each relevant currency shall be specified. To implement this, guidance or examples specifying the ratio between actual or expected costs in various currencies and the ratio or percentage of different currencies must be established. Compensation for delays shall be paid in the currency and percentage specified in the Contract Data. Compensation for performance-related damages shall be paid in the currency and percentage specified in the Performance Guarantee Schedule. Any other payments by the Contractor to the Employer shall be made in the currency of the Employer's expenditures or in a currency mutually agreed by the Parties. If the amount of any payment to be made by the Contractor in a given currency exceeds the total amount the Employer is required to pay the Contractor in that currency, the Employer may recover the difference in another currency. If an exchange rate is not specified in the Contract Data, the official exchange rate published by the Central Bank of the respective country on the Base Date shall be used.
15. TERMINATION OF THE CONTRACT AT THE INITIATIVE OF THE EMPLOYER		
15.1. Notice to Remedy a Breach of Obligation		If the Contractor fails to perform any of its obligations under the Contract, the Employer shall issue a Notice to Remedy a Breach of Obligation to the Contractor within the period specified. The Notice to Remedy a Breach of Obligation shall: • Describe the nature of the Contractor's breach; • Refer to the relevant provisions, clauses, or sections of the Contract related to the Contractor's obligation; • Specify a reasonable period for the Contractor to remedy the breach, taking into account the nature of the breach and any necessary measures required to correct it. Upon receipt of the Notice to Remedy a Breach of Obligation, the Contractor shall promptly respond to the Employer. The Contractor's response shall specify the measures it intends to take to remedy the breach and indicate which breaches will be remedied within the period specified in the Notice. The period specified in the Notice to Remedy a Breach of Obligation shall not affect the Completion Date.
15.2.Termination of the Contract for Contractor's Default		The provisions for termination of the Contract under this clause shall be without prejudice to any other rights of the Employer under the Contract or relevant documents.

15.2.1		Notice The Employer has the right to issue a Notice expressing its intention to terminate the Contract at its own initiative, or upon the occurrence of the conditions set out in subsections (f), (g), and (h) of this clause, to the Contractor (stating that the Notice has been delivered in accordance with Clause 15.2.1 of this Article). The Contractor shall: If the following matters have not been fulfilled: • A Notice to Remedy a Breach of Obligations; • The mandatory negotiation or final and binding decision under Clause 3.5 [Consultation or Determination]; • The decision of the DAB under Clause 21.4 [DAB Decision] (whether mandatory or final and binding); and if such breaches are determined to constitute a material/serious breach of the Contractor's obligations under the Contract; • If the Contractor has abandoned/left the Work or otherwise clearly expressed its unwillingness to perform its obligations; • If, without justifiable reason, it has become impossible to continue performing the Work under Clause 8 [Commencement, Delay, Suspension] or the maximum loss due to delay set out in the Contract Data has been reached, the Contractor's breach of Clause 8.2 [Time for Completion] shall entitle the Employer to withhold compensation exceeding that maximum; • If, without justifiable reason, the Contractor has failed to comply with a Notice of Rejection issued by the Employer under Clause 7.5 [Default and Termination] or has not carried out the Employer's instructions given under Clause 7.6 [Remedial and Improvement Works] within 28 days of receipt; • If the Contractor has failed to comply with Clause 4.2 [Performance Security]; • If the Contractor has breached Clause 4.4 [Subcontractor] by entering into a subcontract for the whole or part of the Work without required agreements, or has transferred rights under the Contract without obtaining necessary consents in accordance with Clause 1.7 [Assignment]; • If the Contractor becomes insolvent or unable to pay its debts; has been liquidated, reorganized, ceased operations, or its operations cancelled; has had a representative, manager, or trustee appointed by law; has entered into negotiations or agreements with its

		creditors regarding solvency; or any similar act has occurred under applicable Law; or if the Contractor is a joint venture: • Any of the above matters apply to a member of the joint venture; and • Other members have not promptly demonstrated to the Employer, in accordance with Clause 1.13 [Joint and Several Liability] (a), that the obligations under the Contract will be duly performed; or • At any time during the performance of the Work or the Contract, there is credible evidence that bribery, fraud, collusion, or coercion has been committed by the Contractor.
15.2.2		Termination of the Contract If the Contractor, within 14 days of receiving the Notice referred to in Clause 15.2.1 [Notice], fails to remedy the breach specified in that Notice, the Employer may terminate the Contract by issuing a second Notice to the Contractor. The date of termination of the Contract shall be the date on which the Contractor receives the second Notice. However, if the circumstances referred to in subclauses (f), (g), or (h) of Clause 15.2.1 [Notice] arise, the Employer may terminate the Contract by issuing a Notice to the Contractor in accordance with Clause 15.2.1. The date of termination of the Contract shall be the date on which the Contractor receives the second Notice.
15.2.3		After Termination of the Contract Following the termination of the Contract in accordance with Clause 15.2.2 [Termination of the Contract], the Contractor shall: • Promptly comply with any instructions set out in the Notice issued by the Employer under this Clause, including instructions related to any subcontracted works; and • Take measures to protect human life, property, and ensure the safety of the Works. The Contractor shall deliver to the Employer: • Any goods or materials requested by the Employer; • All documents of the Contractor; • All design and technical documents prepared by the Contractor or prepared for the Contractor; and • Vacate the Site. If the Contractor fails to vacate the Site, the Employer shall have the right to remove the Contractor by force.
15.2.4		Completion of the Works After the termination of the Contract under this Clause, the Employer may execute the Works or have them executed by others. The Employer and/or any other party may use

		documents, drawings, goods, and materials prepared by or on behalf of the Contractor for the purpose of completing the Works. Upon completion of the Works, the Employer shall issue another Notice to the Contractor. This Notice shall specify the handover of the Contractor's equipment and Temporary Works on or near the Site. The Contractor shall, at its own risk and cost, immediately arrange for their removal. However, if during this period the Contractor has failed to pay any amounts due to the Employer, the Employer may, to recover such payments, sell or dispose of these items (to the extent permitted by applicable laws and regulations). Any shortfall from such proceeds shall be payable by the Contractor.
15.3. Payment for Works Executed in Case of Termination Due to Contractor's Default		Following the termination of the Contract under Clause 15.2 [Termination for Contractor's Default], the Employer's representative shall negotiate or determine, in accordance with Clause 3.5 [Consultation or Determination] of the Contract, the cost of permanent works, goods, materials, and the Contractor's documentation, as well as any other payments due to the Contractor for works performed under the Contract (for the purpose of the time limit set out in Clause 3.5.3 [Time Limit], the date of Contract termination shall be considered as the start date for such negotiation or determination). In determining the cost of works, any additions and/or deductions, as well as any discrepancies (if any) related to the matters set out in Clause 14.13 [Final Payment] (a) and (b) of the Contract, shall be included. The cost of permanent works, equipment, materials, and the Contractor's documentation shall exclude any portion that does not comply with the requirements of the Contract.
15.4. Payments Due in Case of Termination for Contractor's Default		The Employer's Right to Withhold Payment and Recover Costs The Employer may withhold payment due to the Contractor under Clause 15.3 [Calculation of Payment for Work Performed in Case of Termination for Contractor's Default] until all costs, losses, and damages (if any) described below are determined, agreed upon, or resolved. After termination of the Contract under Clause 15.2 [Termination for Contractor's Default], the Employer has the right to recover from the Contractor, in accordance with Clause 20.2 [Claims for Extension of Time and Payment], the following: • Any amounts payable to the Contractor under Clause 15.3 that have been agreed or determined, together with any additional costs incurred in completing the Works and other related costs reasonably incurred by

		the Employer (including costs for clearing and restoring the Site in accordance with Clause 11.11 [Vacating the Site]); • Any losses or damages suffered by the Employer in completing the Works; and • If the Works or any part thereof have not been accepted under Clause 10.1 [Acceptance of Work or Part of Work], and the termination date under Clause 15.2 occurs after the Completion Date of the Works or part of the Works (depending on circumstances), the Contractor shall be liable for delay damages. Such delay damages shall be calculated for each day elapsed between the two dates mentioned above.
15.5. Termination for Employer's Convenience		The Employer may, at any time, terminate the Contract for its own convenience by delivering a Notice to the Contractor (which must state that it is given under Clause 15.5 of the Contract). Upon delivery of such Notice to terminate under this Clause, the Employer shall immediately: • Restrict the Contractor from further use of the Contractor's documents, unless the Contractor has already received payment or is entitled to payment; • If Clause 4.6 [Collaboration] applies, restrict the Contractor from further use of any equipment, Temporary Works, access facilities, or other resources and services of the Contractor (if any); and • Take measures to return the Performance Security to the Contractor. Termination under this Clause shall take effect 28 days after the later of the date on which the Contractor receives the Notice or the date on which the Employer returns the Performance Security. Until the payment due under Clause 15.6 [Calculation of Payment for Work Done upon Termination for Employer's Convenience] has been made to the Contractor, the Employer shall not execute the Work (or any part thereof) itself or through another party. After such termination, the Contractor shall continue the Work in accordance with Clause 16.3 [Contractor's Obligations after Termination].
15.6. Payment for Work Done upon Termination for Employer's Convenience		Following the termination of the Contract under Clause 15.5 [Termination for Employer's Convenience], the Contractor shall, as soon as reasonably practicable, provide the Employer with detailed additional information related to the following: 1. Cost and Value of Work Performed – Including the value and cost of work executed covering:

		○ Matters specified in sub-clauses (a) and (e) of Clause 18.5 [Employer's Right to Terminate]; and ○ Any additions, deductions, or adjustments relevant to sub-clauses (a) and (b) of Clause 14.13 [Final Payment], including any discrepancies, if applicable. 2. Losses or Damages – Any loss of profit or other losses and damages incurred by the Contractor as a result of such termination. Thereafter, the Employer's Representative shall continue to negotiate or determine the amounts under sub-paragraphs (1) and (2) in accordance with Clause 3.5 [Agreement or Determination] of the Contract. For the purpose of Clause 3.7.3 [Time Limits], the date on which the Employer's Representative receives the Contractor's detailed additional information shall be the start date for the negotiation period under Clause 3.7.3. The Employer shall pay the agreed or determined sums to the Contractor without requiring the submission of a separate report.
15.7. Payment upon Termination for Employer's Convenience		The Employer shall pay the Contractor the amount agreed or determined in accordance with Clause 15.6 [Payment for Work Performed upon Termination for Employer's Convenience] within **112 days** from the date the Employer receives the materials submitted by the Contractor under that Clause.
16. CONTRACTOR'S RIGHT TO TERMINATE OR SUSPEND THE CONTRACT		
16.1. Contractor's Right to Suspend the Work		If: • the Employer has not provided substantiated evidence in accordance with Clause 2.4 [Employer's Financial Arrangements]; • the Employer has failed to make payments in accordance with Clause 14.7 [Payment]; or • the Employer has failed to comply with: ○ any agreement that must be fulfilled under Clause 3.5 [Consultation or Dispute Resolution], or the final and binding decision thereunder; or ○ the decision of the Dispute Adjudication Board under Clause 21.4 [DAB Decision] (whether binding or final and binding), and such default or omission constitutes a substantial breach of the Employer's obligations under this Contract, then the Contractor may, no earlier than 21 days after giving a Notice to the Employer (the Notice being given in accordance with this Clause 16.1), suspend the Work (or reduce the rate of progress) until such breach is remedied.

		Such suspension shall not prejudice the Contractor's rights to claim interest for late payments under Clause 14.8 [Payment Delay Interest] or to terminate the Contract under Clause 16.2 [Termination by Contractor]. If the Employer remedies the default specified in the Notice before the Contractor issues a Notice of Termination under Clause 16.2, the Contractor shall resume the Work as soon as reasonably practicable. If the suspension of the Work (or reduction in the rate of progress) pursuant to this Clause causes any delay or incurs any Costs, the Contractor shall be entitled to an extension of time and/or payment of such Costs in accordance with Clause 20.2 [Claims for Extension of Time and/or Additional Payment].
16.2. Termination by the Contractor		The termination of the Contract under this Clause shall not prejudice any other rights or remedies of the Contractor under the Contract or otherwise.
16.2.1		Notice If any of the following circumstances arise, the Contractor shall have the right to issue a notice of its intention to terminate the Contract (the "Notice"), provided that it is given in accordance with Clause 16.2.1 of this Contract, or in connection with sub-clauses (f)(ii), (g), (h) or (i) below: • The Contractor has not received from the Employer, within 42 days after issuing a notice under Clause 16.1 [Contractor's Suspension of Work], adequate supporting evidence in relation to the Employer's failure to comply with Clause 2.4 [Employer's Financial Arrangements]. • The Contractor has not received, within 42 days after the due date specified in Clause 14.7 [Payment], the payment due under Clause 14.7. • The Employer has failed to comply with Clause 3.5 [Negotiate or Settle] in respect of an obligation to comply with a binding agreement or a final and binding decision, or Clause 21.4 [Decision by the Dispute Adjudication Board] in respect of a decision of the Dispute Adjudication Board, whether binding or final and binding, and such failure constitutes a material breach of the Employer's obligations under the Contract. • The Employer has failed to perform the majority of its contractual obligations, and such failure constitutes a material breach of the Employer's obligations under the Contract. • The Contractor has not received the Notice regarding the Start Date under Clause 8.1 [Commencement of

		Work] within 84 days after the Parties signed the Contract Agreement. • The Employer has failed to comply with Clause 1.6 [Contract Agreement] or has assigned the Contract in violation of Clause 1.7 [Assignment of Rights] without obtaining the necessary consent. • The suspension period has been extended in accordance with Clause 8.12(b) [Extension of Suspension Period], which has affected the Work as a whole. • The Employer is insolvent or otherwise unable to pay its debts; is subject to liquidation, receivership, reorganization, destruction, or dissolution; has appointed a liquidation committee, receiver, administrator, manager, or trustee; has entered into arrangements or agreements with its creditors; or any act or event occurs in accordance with applicable Law or Regulation that has the same or similar effect as any of the foregoing. • At any time, the Employer has been found, on the basis of sufficient evidence, to have engaged in bribery, fraud, collusion, or coercion in connection with the Work or the Contract.
16.2.2		Termination of the Contract If the Employer does not remedy the matters specified in the Notice issued under Clause 16.2.1 [Notice] within 14 days of receipt of such Notice, the Contractor may issue a second Notice to the Employer and terminate the Contract immediately. The effective date of termination shall be the date on which the Employer receives the second Notice. However, if any of the circumstances described in Clause 16.2.1(f)(ii), (g), (h) or (i) occur, the Contractor may terminate the Contract immediately upon issuing a Notice under Clause 16.2.1, and the effective date of termination shall be the date on which the Employer receives such Notice. If the Contractor has experienced delays and/or incurred Costs during the 14-day period mentioned above, the Contractor shall be entitled to claim an extension of time and/or additional payment in accordance with Clause 20.2 [Requirements for Additional Time and Payment].
16.3. Contractor's Obligations upon Termination		Following termination of the Contract under Clause 15.5 [Termination by the Employer], Clause 16.2 [Termination by the Contractor], or Clause 18.5 [Right to Terminate], the Contractor shall promptly take the following actions: • The Contractor shall immediately cease all further work, except for such tasks as instructed by the Employer, to protect life, property, and the safety of the Works. If the Contractor incurs Costs in

		performing such Employer-directed tasks, the Contractor shall be entitled to claim such Costs, including any mark-ups or profits, in accordance with Clause 20.2 [Additional Time and Payment Claims]. • The Contractor shall hand over to the Employer all documentation, equipment, materials, and any other work for which the Contractor has received payment. • The Contractor shall remove from the Site only those materials and items necessary to ensure safety and shall vacate the Site.
16.4. Payment upon Termination by the Contractor		Upon termination of the Contract by the Contractor in accordance with Clause 16.2 [Termination by the Contractor], the Employer shall immediately take the following actions: • Make payment to the Contractor in accordance with Clause 18.5 [Right to Terminate the Contract]; and • In cases where the Contractor has complied with Clause 20.2 [Requirements Regarding Additional Time and Payment], compensate the Contractor for any loss of profit, other losses, or damages incurred as a result of such termination.
17. CAREFUL ATTENTION TO WORK AND COMPENSATION		
17.1. Diligent Attention to Work / Duty to Care for and Protect the Work		If the Contract has not been terminated under these Conditions or otherwise, the Contractor shall fully assume the duty to exercise diligent care over the Work, Goods, Materials, and Contractor's Documents from the Commencement Date until the Completion Date of the Work or until such duty is transferred to the Employer, in accordance with Clause 17.2 [Responsibility for Diligent Attention to the Work]. If a Certificate of Acceptance has been issued for a Package of Works or a component of the Work (or is deemed to have been issued), the duty to exercise diligent care over such Package of Works or component of the Work shall transfer to the Employer. If the Contract is terminated under these Conditions or otherwise, the Contractor shall cease to have the duty to exercise diligent care from the date of termination. After this duty has properly transferred to the Employer, the Contractor shall continue to exercise diligent care over any unfinished works, cut off as of the Completion Date of the Work, until such unfinished works are completed. If, during the period in which the duty to exercise diligent care over the Work, Goods, Materials, and Contractor's Documents is assumed, any damage or loss occurs for reasons other than those set out in Clause 17.2 [Responsibility for Diligent Attention to the Work], the Contractor shall, at its own risk and cost, remedy and rectify such damage or loss to the extent that the Work, Goods,

		Materials, and Contractor's Documents comply with the Contract requirements, as applicable to the circumstances.
17.2. Responsibility for Diligent Attention to the Work / Duty to Care for and Protect the Work		The Contractor shall be responsible for any damage or loss to the Work, Goods, Materials, and Contractor's Documents arising from the Contractor's fault after the issuance of the Certificate of Acceptance. The Contractor shall also be liable for any damage or loss resulting from events for which it was responsible prior to the issuance of the Certificate of Acceptance and which become apparent after the Certificate of Acceptance has been issued. The Contractor shall not be liable, by way of compensation or otherwise, for any damage or loss to the Work, Goods, Materials, or Contractor's Documents caused by any of the following events (except where the Employer has rejected the relevant Work, Goods, Materials, or Contractor's Documents under Clause 7.5 [Defects and Rejection] prior to the occurrence of any such event): • Any permanent result necessarily arising from the execution of the Work under the Contract (other than due to the Contractor's construction methods), including any temporary or permanent rights of access, light, air, water, or other use; • Any part of the permanent works used or occupied by the Employer, other than as may be specified in the Contract; • Any errors, omissions, defects, or deficiencies in any part of the Employer-prepared Work drawings, other than the design prepared by the Contractor in the performance of its obligations under the Contract; • Any force majeure events not reasonably foreseeable or against which adequate preventive measures could not be expected even from an experienced Contractor (other than as specified in the Contract data for the Contractor); • Any events or circumstances listed in sub-clauses (a) to (f) of Clause 18.1 [Exceptional Events]; • Any act or omission of the Employer's personnel or other contractors engaged by the Employer. If any of the events specified in sub-clauses (a) to (f) occur and cause damage or loss to the Work, Goods, Materials, or Contractor's Documents, the Contractor shall promptly give a Notice to the Employer in accordance with Clause 18.4 [Consequences of Exceptional Events]. Thereafter, the Contractor shall remedy and rectify any such damage and/or loss to the extent instructed by the Employer. Such instruction shall be deemed to have been given under Clause 13.3.1 [Variation by Instruction].

		If the damage or loss to the Work, Goods, or Contractor's Documents arises from a combination of: • Any event described in sub-clauses (a) to (f) above, and • The Contractor's liability, and if the Contractor incurs delay and/or cost in remedying or rectifying such damage or loss, the Contractor shall be entitled to claim an extension of time and/or payment of cost and profit proportionate to the extent that such events caused the delay and/or costs, in accordance with Clause 20.2 [Claims for Payment and/or Extension of Time].
17.3. Intellectual and Industrial Property Rights		In this Clause, "infringement" means any infringement (or suspected infringement) of copyright certificates, registered designs, copyrights, trademarks, trade names, trade secrets, or other intellectual and industrial property rights related to the Work; and "claim" means a third-party claim (or the proceedings of a third-party claim) asserting infringement of the rights mentioned above. If one Party receives a claim but does not provide any notice of the claim to the Other Party within 28 days thereafter, the Party that received the claim shall be deemed to have waived any rights to seek indemnification under this Clause. The Employer shall indemnify and hold the Contractor harmless from any liability (including court fees and expenses) arising from or resulting from a claim deemed to be an infringement: • as an unavoidable consequence of the Contractor following the Employer's instructions and/or any Change; or • as a consequence of the Employer using any Work in the following manner: o for purposes other than those specified in the Contract or reasonably arising from the Contract; or o if such use was not notified to the Contractor before the Base Date, or not specified in the Contract, in relation to anything not supplied by the Contractor. The Contractor shall indemnify and hold the Employer harmless from any liability (including court fees and expenses) arising from or related to: • the Contractor's performance of the Work; or • the use of the Contractor's equipment. If one Party is entitled to receive indemnification under this Clause, the indemnifying Party shall, at its own expense, conduct negotiations to settle the claim and/or manage any dispute resolution or arbitration proceedings that may arise. The other Party shall, at the request and expense of the

		indemnifying Party, provide assistance in the claim dispute. If the indemnifying Party fails to promptly assume all responsibility for negotiations, dispute resolution, or arbitration after requesting such assistance from the other Party, the other Party (and, depending on circumstances, the Contractor's staff or the Employer's staff) shall not take any action that could cause damage to the indemnifying Party.
17.4. Contractor's Indemnification		The Contractor shall indemnify and hold harmless the Employer, the Employer's personnel, and their respective representatives from and against all third-party claims, losses, damages, and expenses (including court fees and costs) arising in connection with the following matters: Except to the extent arising from any negligence, willful misconduct, or breach of the Contract by the Employer, the Employer's personnel, or their respective representatives, any injury, illness, or death occurring to any person; and Any loss or damage to any tangible or immovable property (other than the Works) to the extent resulting from: • the execution of the Contractor's Works, or in the course of executing the Works, or as a consequence of the Contractor having executed the Works; and • any act or omission, negligence, or willful misconduct of the Contractor, the Contractor's personnel, their representatives, or any person directly or indirectly engaged by the parties mentioned herein. The Contractor shall also indemnify and hold harmless the Employer for any consequences resulting from any failure of the Works (or a Package of Works, a component of the Works, or any major part of the Principal Equipment) to meet the intended purpose as set out under Clause 4.1 [General Obligations of Performance], arising from any acts, errors, or omissions by the Contractor in fulfilling its design obligations.
17.5. Employer's Indemnity		The Employer shall indemnify and hold harmless the Contractor, the Contractor's personnel, and their respective representatives from and against all claims, losses, damages, and expenses (including court fees and costs) arising from third parties in connection with the following: • any injury, illness, death, or damage to property (other than the Works) caused by the negligence, carelessness, willful misconduct, or breach of the Contract by the Employer, the Employer's personnel, or their respective representatives; and • any damage or loss to movable or immovable property (unrelated to the Works) arising from any circumstance or event specified in subclauses (a) to (f) of Clause 17.2 [Diligence in the Performance of the Works].

17.6. Apportionable Indemnity		The Contractor's obligation to indemnify the Employer under Clause 17.4 [Contractor's Indemnity] and/or Clause 17.3 [Intellectual and Industrial Property Rights] shall be proportionately reduced to the extent of any damage, loss, or injury arising from events specified in subclauses (a) to (f) of Clause 17.2 [Duty of Care in Performing the Work]. Similarly, the Employer's obligation to indemnify the Contractor under Clause 17.5 [Employer's Indemnity] and/or Clause 17.3 [Intellectual and Industrial Property Rights] shall be proportionately reduced to the extent that the damage, loss, or injury may have been contributed to by any event for which the Contractor is liable under Clause 17.1 [Duty of Care in Performing the Work].
18. FORCE MAJEURE		
18.1. Force Majeure Event		A Force Majeure Event means an event or circumstance that: • is beyond the control of either Party; • could not have been prevented or avoided by the affected Party before signing the Contract; • cannot be avoided or overcome by the affected Party when it occurs; and • is not primarily attributable to the other Party. Provided that the conditions set out in paragraphs (1)–(4) above are met, a Force Majeure Event may include, but is not limited to, the following events or circumstances: • war, hostilities (whether declared or not), attacks, or any act of a foreign enemy; • rebellion, terrorism, revolution, riot, civil commotion, military or usurping power, civil war; • social disorder, riots, or disturbances caused by persons other than the Contractor's employees or other personnel employed by the Contractor or its Subcontractors; • strikes or mass layoffs that do not exclusively involve the Contractor's employees or those employed by the Contractor or its Subcontractors; • contamination by any war weapon, explosive, ionizing radiation, or radioactive substances, other than those required for the Contractor's operations; • natural disasters or calamities, such as earthquakes, tidal waves, storms, or volcanic eruptions.
18.2. Notice of Force Majeure Event		If a Party (hereinafter referred to in this Clause as the "Affected Party") fails, or is likely to fail, to perform any of its obligations under the Contract due to a Force Majeure Event, the Affected Party shall notify the other Party of such Force Majeure Event and specify the obligation that has not been performed, or is likely not to be performed (hereinafter referred to in this Clause as the "Delayed Obligation").

		The Affected Party shall provide such Notice within **14 days** from the date it became aware, or ought reasonably to have become aware, of the Force Majeure Event. From the date on which the obligation is delayed due to the Force Majeure Event, the Affected Party shall be relieved from the performance of the Delayed Obligation. If the other Party receives the Notice after the 14-day period, the Affected Party shall be relieved from performing the Delayed Obligation starting from the date the other Party actually receives the Notice. Thereafter, the Affected Party shall be excused from performing the Delayed Obligation for the duration during which the Force Majeure Event prevents its performance. The Affected Party shall not be released from any other obligations under the Contract except for the Delayed Obligation. However, no Party shall be released from its obligation to make any payment due under the Contract as a result of a Force Majeure Event.
18.3. Obligation to Minimize Delay		Each Party shall use all reasonable efforts throughout the total duration of the Work to minimize any delay in the performance of the Contract arising from the consequences of a Force Majeure Event. If the Force Majeure Event has a continuing effect, the Affected Party shall provide the other Party with an additional notice specifying the impact every 28 days following the initial Notice under Clause 18.2 [Notice of Force Majeure Event]. The Affected Party shall promptly notify the other Party once the effect of the Force Majeure Event has ceased. If the Affected Party fails to provide such prompt notice, the other Party may assume that the performance of the Affected Party's obligations will no longer be delayed by the Force Majeure Event and shall provide a notice to the Affected Party specifying the reasons for such assumption.
18.4. Consequences of a Force Majeure Event		If the Contractor is the Affected Party and, due to a Force Majeure Event for which it has given a Notice under Clause 18.2 [Notice of a Force Majeure Event], has encountered a delay and/or incurred Costs, the Contractor shall be entitled, under Clause 20.2 [Claims for Extension of Time and/or Payment]: • to an extension of time and/or • if the Force Majeure Event is of the type specified in sub-clauses (a)–(e) of Clause 18.1 [Force Majeure Event] and also of the type specified in sub-clauses (b)–(e) of this Clause, and occurs in the relevant Country, to recover such Costs.
18.5. Right to Terminate the Contract		If the execution of the majority of all works in progress is suspended for a continuous period of 84 days due to a Force

		Majeure Event notified under Clause 18.2 [Notice of a Force Majeure Event], or if, due to the aforementioned Force Majeure Event, work is suspended intermittently several times for a cumulative period exceeding 140 days, either Party may give a notice to the other Party to terminate the Contract. In such case, the termination date of the Contract shall be 7 days after the other Party receives the notice, and the Contractor shall continue to perform works in accordance with Clause 16.3 [Contractor's Obligations After Termination]. After the Contract is terminated, the Contractor shall, as soon as reasonably practicable, provide detailed supplementary information (as reasonably requested by the Employer's Representative) including the following costs related to the works performed: • The value of any works performed, calculated at the Contract rates; • Costs of the Main Equipment and Materials procured for the Works, for which the Contractor has assumed responsibility or received from the Employer. Upon payment by the Employer, such Main Equipment and Materials shall become the property of the Employer (who shall bear the risks), and the Contractor shall place them at the disposal of the Employer; • Other costs reasonably incurred by the Contractor due to circumstances arising while awaiting completion of the Works, or liabilities assumed; • Costs to demobilize temporary works and Contractor's Equipment from the Site and return them to the Contractor's country of origin (or to another location, without incurring additional cost); and • Costs related to repatriating all Contractor's personnel employed on the Works up to the date of termination. Thereafter, the Employer's Representative shall continue to determine or agree upon the value of the works performed in accordance with Clause 3.5 [Agreement or Determination] (for the purpose of Clause 3.5.3 [Time Limit], the date on which the Employer's Representative receives the Contractor's detailed supplementary information under this Clause shall be deemed the start date of the agreement period under Clause 3.5.3). The Employer shall, without requiring a report from the Contractor, issue a Payment Notice in accordance with Clause 14.6.1 [Interim Payment Notice] for the amount so agreed or determined.

18.6. Relief from Obligations Under the Law		In addition to any other provisions of this Clause, if an event or circumstance beyond the control of the Parties (including, but not limited to, a Force Majeure Event) occurs and: • renders it impossible or unlawful for one or both Parties to perform their obligations under the Contract; or • grants the Parties, under the governing law of the Contract, the right to be released from further performance of the Contract; and if the Parties are unable to agree on an amendment to the Contract that would allow continued performance, then, upon a Party giving notice of such event or circumstance to the other Party: • the Parties shall be released from performing their obligations without prejudice to any Party's rights in respect of any prior breach of the Contract; and • any amount payable by the Employer to the Contractor shall be the same as the amount that would have been payable under Clause 18.5 [Right to Terminate the Contract], and the Employer shall pay such amount as if the Contract had been terminated in accordance with that Clause.
19. INSURANCE		
19.1. General Requirements		The Contractor shall, without limiting any obligations or liabilities under the Contract of either Party, effect and maintain all insurances for which the Contractor is responsible through insurers approved by the Employer and under terms approved by the Employer, and shall ensure their validity. These terms must align with any conditions mutually agreed between the Parties prior to the signing of the Contract (if any). The insurances required under this Clause represent the minimum coverage the Employer may require. The Contractor may, at its own cost, obtain additional insurances as may be required for the Contractor. Upon request by the Employer, the Contractor shall prepare the insurance documentation required under the Contract. Upon payment of the relevant premiums, the Contractor shall promptly provide the Employer with copies of the insurance receipts or certification from the insurer confirming payment. If the Contractor fails to effect or maintain any insurance required under Clause 19.2 [Insurances to be effected by the Contractor], the Employer may procure and maintain such insurance and pay any necessary premiums, and may recover the amounts paid from the Contractor by deduction from any monies due, or by any other method of reimbursement. The provisions of Clause 20 [Claims of the Employer and the Contractor] shall not apply in such cases.

		If any terms of the insurance effected under the Contract are not complied with by either the Contractor or the Employer, the Party failing to comply shall indemnify the other Party for all direct losses and claims arising from such non-compliance, including legal costs and expenses. Furthermore, the Contractor shall: • Notify the insurer of any changes in the nature, scope, or schedule of the Works; and • Ensure throughout the duration of the Contract that all insurances required under the Contract remain in full force and effect. Any agreed deductible or allowable limit under any insurance shall not exceed the amounts specified in the Contract Data (or, if not specified, as agreed with the Employer). If neither the Contractor nor the Employer is at fault for any loss and the insurer does not make any payment, the loss shall be shared according to the Parties' respective liabilities under the Contract. If the insurer does not make any payment due to a breach of this Clause, the loss shall be borne by the Party responsible for such breach.
19.2. Insurances to be effected by the Contractor		The Contractor shall, at its own cost, effect and maintain the following insurances: **19.2.1. Works Insurance** The Contractor shall effect and maintain insurance in the joint names of the Employer and the Contractor from the Commencement Date of the Works until the date of issuance of the Taking-Over Certificate, ensuring the following conditions: • Coverage for the Works and the Contractor's documents, together with the Main Equipment and Materials supplied for the Works, for their full replacement value. The insured amount shall be increased to cover any damage to or loss of any component of the Works arising from defective design, faulty materials, or poor workmanship resulting in malfunction of elements; • Coverage shall also include costs for demolition, removal of debris, and any additional expenses required to repair or remedy damage or loss, calculated as an additional fifteen percent (15%) of the full replacement value, or as otherwise specified in the Contract Data. The insurance shall protect both the Employer and the Contractor against all damage or loss arising for any reason up to the issuance of the Taking-Over Certificate. Thereafter, for any damage or loss arising before the Taking-Over Certificate and for incomplete Works arising from actions undertaken in accordance with Clauses 11 [Defects after

		Taking Over] and 12 [Testing after Completion] due to the Contractor's fault, the insurance shall remain in effect until the issuance of the Performance Certificate. However, the insurance coverage for the Works may exclude: • Costs of rectifying or improving any part of the Works not conforming to the Contract (including defective workmanship or materials) if such costs are excluded from calculation; • Indirect or consequential loss or damage, including loss due to delay in the Contract Price; • Wear and tear, deterioration, deficiency, or theft; and • Risks arising from Force Majeure, unless otherwise specified in the Contract Data. **19.2.2. Goods and Materials Insurance** The Contractor shall insure all Goods and other items brought to the Site for the Works in the joint names of the Employer and the Contractor for the amounts specified in the Contract Data or, if not specified, for their full replacement value including the cost of delivery to the Site. This insurance shall be effective from the date the Goods and materials are brought to the Site until they are no longer required for the Works. **19.2.3. Professional Indemnity Insurance** The Contractor shall, to the extent of its responsibility under Clause 4.1 [General Obligations of the Contractor] and/or for any other design obligations under the Contract, effect and maintain professional indemnity insurance covering liability arising from any act, error, or omission in the performance of design obligations in accordance with the guarantees specified under Clause 17 [Care of the Works and Indemnities]. If specified in the Contract Data, such professional indemnity insurance shall also cover liability arising after completion of the Works (or any package of Works, part of the Works, or major items of Main Equipment, if applicable) due to non-conformity with the intended performance under Clause 4.1. The insurance shall remain in effect for the period specified in the Contract Data. **19.2.4. Personal Injury, Property Damage and Loss Insurance** The Contractor shall insure, in the joint names of the Contractor and the Employer, against liability for death, personal injury, or property damage (other than those arising from Force Majeure) occurring during the execution of the Works before issuance of the Taking-Over Certificate.

		The insurance policy shall include a provision recognizing both the Employer and the Contractor as insured parties and applying their mutual liability accordingly. The insurance shall be effected before any work commences on the Site and remain valid until the issuance of the Taking-Over Certificate, for an amount not less than that specified in the Contract Data (or as agreed with the Employer if not specified). **19.2.5. Workers' Compensation Insurance** The Contractor shall effect and maintain insurance covering liability for injury, illness, death, loss, claims, and associated costs (including legal fees) of any personnel employed by the Contractor or subcontractors arising from the execution of the Works. This insurance shall remain in effect for the entire duration during which the Contractor's personnel are involved in executing the Works. Subcontractors may effect such insurance themselves; however, the Contractor remains responsible for ensuring compliance with this Clause. This insurance shall not cover any liability or claims arising from the actions or negligence of the Employer or the Employer's personnel, except to the extent included under the insurance contract. **19.2.6. Other Insurances Required by Law or Local Regulations** The Contractor shall effect, at its own cost, any other insurance required by the laws or regulations of the country where the Works (or any part thereof) are being executed. Any additional insurances required by local regulations (if any) shall be detailed in the Contract Data, and the Contractor shall effect such insurance in accordance with the detailed provisions at its own cost.
20. CLAIMS OF THE EMPLOYER AND THE CONTRACTOR		
20.1. Claims		A Claim may be made in the following circumstances: (a) if the Employer considers that it is entitled to any additional payment from the Contractor (or to a reduction of the Contract Price) and/or an extension of the Defects Notification Period; (b) if the Contractor considers that it is entitled to any additional payment from the Employer and/or to an extension of time; or (c) if either Party considers that it is entitled to any other entitlement or relief from the other Party. Such other entitlement or relief may be of any kind (including in connection with any determination, evaluation, Notice,

		certificate, instruction, or description of the Employer) other than those falling under sub-paragraphs (a) and/or (b) above. If a Claim is made under sub-paragraphs (a) or (b) above, Clause 20.2 [Claims for Payment and/or Extension of Time] shall apply. If a Claim is made under sub-paragraph (c) above, and the other Party does not agree to the entitlement or relief sought (or is deemed not to have agreed due to failure to respond within the prescribed time), then this shall not be deemed to constitute a Dispute. However, the claiming Party may give a Notice to the Employer to refer the Claim for determination in accordance with Clause 3.7 [Agreement or Determination]. Such Notice shall be given promptly after the claiming Party becomes aware of the non-acceptance (or deemed disagreement), and shall set out full details of the Claim and the reasons for the other Party's non-acceptance (or deemed disagreement).
20.2. Claims for Payment and/or Extension of Time		If either Party, in connection with the Contract, considers itself entitled under any Clause of these Conditions or otherwise in relation to the Contract to receive from the other Party any additional payment (or, in the case of the Employer, a reduction of the Contract Price) and/or (in the case of the Contractor) an extension of time, or (in the case of the Employer) an extension of the Defects Notification Period, the following procedure shall apply: 20.2.1 Notice of Claim The claiming Party shall, as soon as practicable and in any event within 28 days after the date on which it became aware, or ought reasonably to have become aware, of the event or circumstance giving rise to the costs, losses, delay, or extension of the Defects Notification Period, give to the other Party a notice specifying such event or circumstance (the "Notice of Claim"). If the claiming Party fails to give the Notice of Claim within this 28-day period, the claiming Party shall have no entitlement to any additional payment, nor (if the claiming Party is the Employer) to any reduction of the Contract Price, nor (if the claiming Party is the Contractor) to any extension of time, nor (if the claiming Party is the Employer) to any extension of the Defects Notification Period, and the other Party shall be released from all liability in connection with the event or circumstance giving rise to the Claim. 20.2.2 Initial Response If the other Party considers that the Notice of Claim was not given within the 28-day period under Sub-Clause 20.2.1 [Notice of Claim], it shall, within 14 days after receiving the Notice of Claim, give a notice to the claiming Party stating its reasons.

		If the other Party does not give such notice within 14 days, the Notice of Claim shall be deemed a valid notice. If the claiming Party receives a notice under this Sub-Clause and does not agree with it, or considers that there are specific circumstances justifying the late submission of the Notice of Claim, the claiming Party shall include full particulars of such disagreement or justification in its Detailed Claim under Sub-Clause 20.2.4 [Detailed Claim]. 20.2.3 Contemporary Records For the purposes of this Sub-Clause 20.2, "Contemporary Records" means records prepared or generated at the same time as, or immediately after, the event or circumstance giving rise to the Claim. The claiming Party shall keep such Contemporary Records, as they may be necessary to substantiate the Claim. Without assuming any responsibility of the Employer, the Employer may inspect the Contractor's Contemporary Records and/or instruct the Contractor to keep additional records. The Contractor shall permit the Employer to inspect all such records during normal working hours (or at other times agreed with the Contractor) and, if instructed, shall provide copies to the Employer. Any such inspection, review, or instruction shall not constitute an acceptance of the accuracy or completeness of the Contractor's Contemporary Records. 20.2.4 Detailed Claim A "Detailed Claim" under this Sub-Clause 20.2 shall include: • a full description of the event or circumstance giving rise to the Claim; • a statement of the contractual and/or other legal bases of the Claim; • all Contemporary Records maintained by the claiming Party; and • detailed particulars of the amount of additional payment claimed (or, if the Employer is the claiming Party, the reduction of the Contract Price) and/or the extension of the Time for Completion (if the Contractor is the claiming Party), or the extension of the Defects Notification Period (if the Employer is the claiming Party). Within: • 84 days after the date on which the claiming Party became aware, or ought reasonably to have become aware, of the event or circumstance giving rise to the Claim; or • such other period as may be proposed by the claiming Party and agreed by the other Party,

		the claiming Party shall submit the Detailed Claim to the Employer's Representative. If the claiming Party fails to submit the notice referred to in paragraph (b) above within the time limit, the Notice of Claim shall be deemed to have expired and shall cease to be valid, and the Employer's Representative shall give a notice to the claiming Party to that effect within 14 days after the expiry of the time limit. If the Employer's Representative does not give such notice within 14 days, the Notice of Claim shall be deemed a valid notice. If the other Party does not agree with such deemed validity, the Employer's Representative shall give a notice setting out the details of the disagreement. Thereafter, the Employer's Representative shall take such disagreement into account in any agreement or determination of the Claim under Sub-Clause 20.2.5 [Agreement or Determination of the Claim]. If the claiming Party receives a notice under this Sub-Clause 20.2.4 and does not agree with it, or considers that there are circumstances justifying the late submission under paragraph (b) above, the claiming Party shall include full particulars of such disagreement or justification in its Detailed Claim. If the event or circumstance giving rise to the Claim has continuing effects, Sub-Clause 20.2.6 [Claim for Continuing Effects] shall apply. 20.2.5 Agreement or Determination of the Claim After receiving the Detailed Claim under Sub-Clause 20.2.4 [Detailed Claim], or any interim or final Detailed Claim under Sub-Clause 20.2.6 [Claim for Continuing Effects], the Employer's Representative shall proceed under Sub-Clause 3.5 [Agreement or Determination] and shall agree or determine the following entitlements of the claiming Party under the Contract: • any additional payment to which the claiming Party is entitled (if any), (or any reduction of the Contract Price if the Employer is the claiming Party); and/or • any extension (if any) of the Time for Completion (whether before or after the relevant date) if the Contractor is the claiming Party, in accordance with Sub-Clause 8.5 [Extension of Time for Completion], or any extension (if any) of the Defects Notification Period (before its expiry) if the Employer is the claiming Party, in accordance with Sub-Clause 11.3 [Extension of the Defects Notification Period]. Whether or not notices have been given under Sub-Clauses 20.2.2 [Initial Response] and/or 20.2.4 [Detailed Claim], the Claim shall be agreed or determined under this Sub-Clause 20.2.5. In agreeing or determining whether the Notice of

		Claim shall be treated as a valid notice, the Employer's Representative shall take into account any particulars included in the Detailed Claim regarding (if applicable) the claiming Party's disagreement or justification for late submission. Matters which may (without being mandatory) be considered include: • whether acceptance of the late submission would cause, and to what extent it would cause, prejudice to the other Party; • in the case of the time limit under Sub-Clause 20.2.1 [Notice of Claim], any evidence already known to the other Party regarding the event or circumstance giving rise to the Claim, which the claiming Party may include in its additional particulars; and/or • in the case of the time limit under Sub-Clause 20.2.4 [Detailed Claim], any evidence already known to the other Party regarding the contractual and/or other legal basis of the Claim, which the claiming Party may include in its additional particulars. If, after receiving the Detailed Claim under Sub-Clause 20.2.4 [Detailed Claim], or any interim or final Detailed Claim under Sub-Clause 20.2.6 [Claim for Continuing Effects], the Employer's Representative requires further particulars, the Employer's Representative shall: (a) promptly give the Contractor a notice specifying the further particulars required and the reasons; (b) notwithstanding any other circumstances, give the Contractor a notice setting out the Employer's Representative's response on the contractual and/or other legal basis of the Claim within the time limit for agreement under Sub-Clause 3.5.3 [Time Limit]; (c) the Contractor shall submit the further particulars as soon as practicable after receiving the notice under paragraph (a) above; and (d) thereafter, the Employer's Representative shall proceed under Sub-Clause 3.5 [Agreement or Determination] to agree or determine the matters referred to in paragraphs (a) and/or (b) above (and, for the purposes of Sub-Clause 3.5.3 [Time Limit], the date on which the Employer's Representative receives the Contractor's detailed further particulars shall be the date from which the time limit for agreement under Sub-Clause 3.5.3 commences). 20.2.6 Claim for Continuing Effects If the event or circumstance giving rise to the Claim has continuing effects: • the Detailed Claim submitted under Sub-Clause 20.2.4 [Detailed Claim] shall be treated as an interim claim;

		• in relation to this first interim Detailed Claim, the Employer's Representative shall, within the time limit for agreement under Sub-Clause 3.5.3 [Time Limit], give the claiming Party a notice setting out the Employer's Representative's response on the contractual and/or other legal basis of the Claim; • following submission of the first interim Detailed Claim, the claiming Party shall submit further interim Detailed Claims at monthly intervals, showing the accumulated amount of additional payment claimed (or, if the Employer is the claiming Party, the reduction of the Contract Price) and/or the extension of time claimed (if the Contractor is the claiming Party), or the extension of the Defects Notification Period (if the Employer is the claiming Party); and • within 28 days after the effects of the event or circumstance have ceased, or within such other period as may be proposed by the claiming Party and agreed by the other Party, the claiming Party shall submit the final Detailed Claim stating the total amount of additional payment claimed (or, if the Employer is the claiming Party, the reduction of the Contract Price) and/or the total extension of time claimed (if the Contractor is the claiming Party), or the total extension of the Defects Notification Period (if the Employer is the claiming Party). 20.2.7 General Requirements After receiving the Notice of Claim, and until the Claim is agreed or determined under Sub-Clause 20.2.5 [Agreement or Determination of the Claim], the Employer shall include, in each payment made under Sub-Clause 14.7 [Payment], any amounts duly substantiated under any Claim payable to the claiming Party in accordance with the relevant provisions of the Contract. In complying with this Sub-Clause 20.2, the Employer shall only be entitled to claim any payment and/or an extension of the Defects Notification Period, or to make any set-off, deduction, or adjustment from amounts due to the Contractor. The requirements of this Sub-Clause 20.2 are additional to any requirements of any other Sub-Clause which may apply to a Claim. If the claiming Party fails to comply with this Sub-Clause and/or any other applicable Sub-Clause in relation to the Claim, any entitlement to additional payment and/or to any extension of time (if the Contractor is the claiming Party), or to any extension of the Defects Notification Period (if the Employer is the claiming Party), shall take into account the extent (if any) to which such non-compliance prevented or

		prejudiced the Employer’s Representative’s proper review and investigation of the Claim.

6.1. General Agreement on the Contract

MONGOLIA

ESTABLISHED BETWEEN

GOVERNOR’S OFFICE OF THE CAPITAL

CITY OF ULAANBAATAR

AND

“ *(name of the contractor)* **” LLC**

of the *(Country name)*

DESIGN PROCUREMENT, CONSTRUCTION AND ASSEMBLY OF ROAD AND ROAD FACILITY CONSTRUCTION WORKS, AND FINANCING (EPC+F) OF THE “FIRST RING ROAD” PROJECT

CONTRACT NO .....

ULAANBAATAR

2025

DESIGN PROCUREMENT, CONSTRUCTION AND ASSEMBLY OF ROAD AND ROAD FACILITY CONSTRUCTION WORKS, AND FINANCING (EPC+F) OF THE “FIRST RING ROAD” PROJECT

2025 – (month) – (day) No ... Ulaanbaatar

This **CONTRACT** is concluded by mutual agreement between the following **PARTIES.** On the one hand: The Office of the Governor of the Capital located at 1200 Naadamchind Road, Artsatyn Am, Khan-Uul District, 23rd Khoroo, Ulaanbaatar City, Mongolia (hereinafter referred to as the "Employer"), represented by ……..; On the other hand: “……” LLC located at …… (hereinafter referred to as the "Contractor"), represented by the Executive Director ……

A. The Mongolian State Great Khural ……

B. The Government of the Republic of Mongolia ……

C. The Meeting of Citizens' Representatives of the Capital City ……

D. The resolution and decision of the Governor of the Capital City ……

E. The Employer announced a tender with the number …….. dated ... month ……

F. The Contractor’s …… dated ……. This contract is concluded based on the submission of tender No.

G. The Employer has sent the notification of the successful tender to the Contractor, …….., on ……, 2025.

The Parties have agreed on the following main terms. These are:

1. The wording of the General Agreement on the Contract shall be identical in meaning and content to the wording of the Conditions of Contract.
2. The documents constituting the Contract shall be mutually exclusive and shall be ordered in order of precedence as follows:
    2.1. Authorized Person’s Consent;
    2.2. Notice of Award;
    2.3. General Agreement on the Contract (FIDIC EPC/Turnkey, 2017, 2nd edition);
    2.4. Financing Agreement (F – Finance);
    2.5. Special Conditions of the Contract Part A: Contract Information
    2.6. Special Conditions of the Contract Part B: Special Provisions
    2.7. General Conditions of the Contract (GCC);
    2.8. Annex 2 to the Conditions of Contract ***[Price, Payment, and Quantity of Work];***
    2.9. Annex 1 to the Conditions of Contract ***[Employer’s Requirements];***
    2.10. Annex 3 to the Conditions of Contract ***[Environmental, Occupational Safety, Health, and Social Management];***
    2.11. Annex 4 to the Conditions of Contract ***[Matrix of Responsibilities Related to Obtaining and Implementing Permits and Measures Required for the Performance of the Works];***
    2.12. Annex 5 to the Conditions of Contract ***[Work Schedule];***
    2.13. Annex 6 to the Conditions of Contract ***[Requirements for the Use of Domestic Resources];***
    2.14. Tender Documents;
    2.15. Tender submitted by the Contractor;
    2.16. Other Annexes to the Conditions of Contract;

2.17. Feasibility Study;
2.18. Environmental Baseline Assessment (EBA);
2.19. Other Supporting Documents.

3. **The total price of this Contract** shall be a LUMP SUM amount inclusive of VAT of **3,282,968,606,712.36 MNT (three trillion two hundred eighty-two billion nine hundred sixty-eight million six hundred six thousand seven hundred twelve point thirty-six)**. Of this, based on the Sovereign Guarantee of the Government of Mongolia, the Contractor shall finance **85%** of the total contract price, equal to **2,790,523,315,705.51 MNT**. The Employer shall finance **15%** of the total contract price, equal to **492,445,291,006.85 MNT**, which shall be regulated by the Financing Agreement.

4. The total payment for the Work to be paid to the Contractor from the price specified in Article 3 of this Agreement shall be the amount less (i) the Employer’s inspection costs, (ii) the costs of the Unforeseen Work (in the event that there is no Unforeseen Work), and (iii) the land acquisition costs, and the Employer shall be obliged to pay the Contractor in full for the contracted Work on the terms specified in the Agreement.

5. This Agreement shall come into force upon signature by the Parties.

6. The Agreement shall be made in four originals in Mongolian and four originals in English, with two copies of each language version retained by each Party.

CONTRACT ESTABLISHED:

REPRESENTATIVE OF THE **GOVERNOR’S OFFICE OF THE CAPITAL CITY OF ULAANBAATAR**:	REPRESENTATIVE OF THE CONTRACTOR “ *(contractor company name)* ” LLC:
HEAD OF THE OFFICE	XXXXX XXXX XXXX
……*(signature)*……..	……*(signature)*……..
2025 – (month) – (day)	2025 – (month) – (day)

6.2. Financing Agreement

PROVISIONS AND REQUIREMENTS OF THE FINANCING AGREEMENT

(The Tenderer shall submit a financing proposal based on the Sovereign guarantee of the Government of Mongolia for 85% of the total Contract Price.The Financing Agreement shall cover the following contents, which the Tenderer shall complete and submit with its proposal. Additional supporting materials may also be submitted.)

1. Explanation and Definitions

Definitions of Terms and Abbreviations Used in the Contract.

2. Scope of the Contract

- Preparation of engineering design;
- Supply of equipment and materials;
- Construction, installation, testing, and commissioning;
- Arrangement of financing: A project financing agreement based on the Sovereign Guarantee of the Government of Mongolia shall be concluded to finance eighty-five percent (85%) of the total Contract Price, and a Bridge Financing Commitment Letter shall be provided to cover interim financing until payments under the project financing agreement are effected, including the conditions for its implementation.

3. Contract Price and Payment Terms

- EPC+F total Contract Price;
- Financing structure (loan, export credit, bridge financing commitment letter, etc.);
- Payment schedule (depending on the source of financing);
- Within fourteen (14) days after the approval of the Financing Agreement, the total “Land Acquisition” expenses shall be fully transferred to the account designated by the Employer.

4. Financing Terms

- Lenders, loan amount, interest rate, and term;
- Repayment schedule;
- Conditions for guarantees and collateral;
- Conditions for financing effectiveness.

5. Performance Period

- Total project duration;
- Project implementation period and completion date;
- Measures to be taken in case of delays.

6. Guarantees and Quality Requirements

- Performance Guarantee;
- Quality Standards.

7. Risk Allocation

- Force Majeure conditions;
- Foreign exchange risk;
- Interest rate risk.

8. Legal and Regulatory Framework

- Governing law (Laws of Mongolia and international treaty law);
- Dispute resolution procedures (Arbitration, courts, etc.).

9. Contract Termination Conditions

- Breach of contract by the parties;
- Failure to secure financing;
- Unsatisfactory performance.

10. Amendments and Modifications

- Procedure for making amendments to the Contract;
- Validity of annexes.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES, HAVING READ AND AGREED TO THE SPECIAL CONDITIONS OF THIS AGREEMENT:

ON BEHALF OF THE EMPLOYER:	REPRESENTATIVE OF THE CONTRACTOR
GOVERNOR’S OFFICE OF THE CAPITAL CITY OF ULAANBAATAR	“ .....”
HEAD OF THE OFFICE	
.....	.....
2025 / ...../	*2025 / ...../ .....*

TENDER INVITATION NOTICE

Date:	***[2025.09.08]***
Type of Tender:	***Works (under EPC+F terms, with the requirement that the Bidder provides a Bridge Finance Commitment Letter)***
Title of the Tender:	**Design procurement, construction and assembly of road and road facility construction works, and financing (EPC+F) of the "First Ring Road" project**
Tender Reference Number:	***.....***
Total Estimated Cost:	***Total Project Value: MNT 3,282,968,606,712.36*** *EPC Verified Amount:* ***MNT 2,756,741,263,209.36*** *Land Acquisition:* ***MNT 526,227,343,503.00 (to be transferred to the Employer)***
Procurement Method:	**Open Tender**

1. **Governor's Office of the Capital City of Ulaanbaatar** hereby invites all eligible economic entities that meet the requirements and criteria set forth in the tender documents to submit a tender.
2. The tender consists of the following Packages: [***None]***
3. Tenders must be submitted in accordance with the requirements specified in the tender documents no later than ***[14:00 on October 23, 2025]***, and will be opened at [***14:30 on October 23, 2025]*** through the public procurement electronic system (www.tender.gov.mn).
4. Submission of alternative tenders: ***Not permitted***
5. Eligibility of foreign entities to submit tenders: ***Eligible***
6. The tender must remain valid for a period of not less than 30 working days from the date of opening.
7. Requirement for tender guarantee: ***[Required.]*** Tender guarantees in the amount specified in the tender documents must be submitted in accordance with the relevant regulations through the electronic system.
8. Whether the tender is pre-organized: [***No***]
9. Whether the tender is conducted in two stages: ***[No]***
10. Interested parties are entitled to submit tenders upon payment of the service fee of the electronic procurement system.
11. The tender conditions are for the Engineering, Procurement, Construction, and Financing (EPC+F) of the "First Ring Road" Project in Ulaanbaatar.
12. The Tenderer shall ensure financing equal to **85% of the total project cost, i.e. MNT 2,790,523,315,705.51**, based on a *sovereign guarantee of the Government of Mongolia*, through an EPC+F financing arrangement. This amount includes **MNT 526,227,343,503.00** allocated for land acquisition, which will be transferred to the Employer.
13. The remaining **15% (MNT 492,445,291,006.85)** will be financed by the Employer.
14. The Tenderer shall ensure that financing is provided through a **Bridge Finance Commitment Letter** until the sovereign guarantee of the Government of Mongolia is formalized, in order to enable the project to commence smoothly within the timeframe specified in the tender documents.