

STANDARD PROCUREMENT DOCUMENT

Request for Proposals Works

Engineering, Procurement and Construction (EPC)/Turnkey

(Single-stage Request for Proposals, after Initial Selection)

**For Projects with Project Concept Notes (PCN)
Decision Notes
on or before October 1, 2018**

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Preface

This Standard Procurement Document (SPD) Request for Proposals (RFPs) for Works (Engineering, Procurement and Construction /Turnkey) has been prepared by the World Bank (Bank).

This SPD is applicable to the procurement of Works (Engineering, Procurement and Construction /Turnkey) funded by IBRD or IDA financed projects whose Legal Agreement makes reference to the *Procurement Regulations for IPF Borrowers*. This SPD shall be used for international competitive procurement, after Initial Selection, for a single stage Request for Proposals (RFP) selection method. If as result of the Project Procurement Strategy for Development (PPSD), a two-stage process would be more appropriate, then the corresponding SPD for a two-stage process should be applied. Both SPDs assume that an initial selection has been carried out, which should normally be the case for an RFP selection method. If the PPCSD for justified reasons (in specific circumstances) has not identified the need for initial selection, then the relevant provisions of these SPDs should be modified accordingly. A separate Standard Initial Selection Document for Engineering, Procurement and Construction/Turnkey has been issued together with this SPD.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the “Particular Conditions” to be used by Borrowers when applying these “General Conditions. An original copy of the FIDIC publication i.e. “Conditions of Contract for EPC/Turnkey Projects” must be obtained from FIDIC.

The SPD incorporates provisions to support mitigation of ES risks, as appropriate.

Circumstances when such an approach to the procurement of Works is justified should be recorded e.g. (i) where the Contractor is to take total responsibility for the design and execution of building or engineering works, (ii) the Employer's Requirements may include an outline design for the Works, but the Contractor is not required to construct the Works in accordance with a detailed design given by the Employer, (iii) the Contractor carries out the Engineering, Procurement and Construction, provides whatever is necessary for the fully-equipped facility, ready for operation (at the "turn of the key"), and (iv) where the contractor is to deliver the project on time and to a required performance level, in return normally for payment of a fixed price which may include provisional sums, contingency, price adjustments, if required.

It is important that, as part of procurement planning, the Employer considers the potential benefits, limitations, risks and attributes of Engineering, Procurement and Construction (EPC)/Turnkey approach and makes an informed decision as to whether the use of EPC/Turnkey will be of benefit. Due attention should be given to: the efficiency and capacity of the Employer's procurement and contract administration arrangements; the potential response of the market; estimated total time required for the Employer to carry out the procurement process; as well as the Employer's existing technical capability and any professional assistance required.

Some of the benefits of EPC/Turnkey approach include: (i) certainty about a project's final costs and time for execution: brings greater certainty than is allowed under contracts that reflect the traditional allocation of risks; (ii) lesser supervision and gain from innovations by the private sector; (iii) reduced lead time: time needed for preparation of detailed engineering design is saved; (iv) single point of responsibility: the Contractor takes total responsibility for the design and execution of building or engineering works. The Contractor has greater flexibility in the selection of design and other subcontractors, and can take advantage of procurement packaging, bulk discounts, and value engineering opportunities.

Some of the limitations compared to execution to Employer's detailed design include: (i) the Employer need to be able to evaluate objectively and properly the turnkey solutions (sometimes widely varying solutions) that are being proposed; (ii) higher upfront cost (due to risk premium) and need to issue change orders if design or scope is to be modified; (iii) lesser number of bidders, as cost of bid preparation in EPC packages is much higher (bidders need to conduct extra due diligence to identify risks, as well as efforts involved in preparation of preliminary drawings) in comparison to that for admeasurement type packages, and due to bidder's capacity to take and manage the risks, (iv) the contractor has the incentive to complete the contract faster and make it less costly which may result in reduced quality of materials and workmanship; and (v) risk of default by the Contractor due mainly to low profit margins and weak project controls.

The Employer should perform necessary front-end tasks to provide adequate technical and contractual information to the Proposers. For example, (i) an adequately detailed description of the project outcome to enable the Proposer to understand fully the contract's scope and costs; (ii) information in sufficient detail for Proposers to understand the nature and extent of the main project risks which can be reasonably relied upon by the Proposer in establishing its prices and other commercial decisions; (iii) avoid prescriptive requirements, and specify only performance based requirements that allows bidders to bring innovations in terms of design, construction methodology, materials etc.; and (iv) provide in the request for proposals sufficiently detailed evaluation criteria that provides clear focus on the priority aspects. Such tasks may include, as appropriate, specifying performance/functional/basic structural requirements, terms of contractual conditions, geotechnical/environmental/social information/investigations, permits/consents that have been obtained or are needed, etc.

This SPD applies to projects funded by International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA) where the Legal Agreement makes reference to the Procurement Regulations.

To obtain further information on procurement under World Bank funded projects or for question regarding the use of this SPD, contact:

Chief Procurement Officer
Standards, Procurement and Financial Management Department
The World Bank
1818 H Street, NW
Washington, D.C. 20433 U.S.A.
<http://www.worldbank.org>

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Proposal (RFP) to Initially Selected Proposers

This SPD covers a single stage, two envelope process following the Initial Selection of Proposers. The template attached is the Specific Notice of Procurement for Request for Proposals to Initially Selected Proposers for simultaneous submission of Technical and Financial Proposals in two separate envelopes.

PART 1 – REQUEST FOR PROPOSAL PROCEDURES

Section I - Instructions to Proposers (ITP)

This Section provides relevant information to help Proposers prepare their Proposals. It is based on a single-stage, two envelope procurement process. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Proposal Data Sheet (PDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Proposers.

Section III - Evaluation and Qualification Criteria

This Section specifies the methodology that will be used to determine the Most Advantageous Proposal.

Section IV - Proposal Forms

This Section contains the forms which are to be completed by the Proposer and submitted as part of the Proposal.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Request for Proposal process.

PART 2 – EMPLOYER’S REQUIREMENTS

Section VII – Employer’s Requirements

This Section sets out a description of the functional and/or performance specification of the Works to be executed on EPC/Turnkey basis. It shall present, as appropriate, a statement of the required standards for materials, plant, supplies, and workmanship to be provided. The Employer’s Requirements also include the environmental and social (ES) requirements (including requirements related to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions (GC)

This Section refers to the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) “Second Edition 2017 published by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). **The text of the clauses of these General Conditions shall not be modified.**

Section IX - Particular Conditions (PC)

This Section includes particular conditions of the contract consisting of: Part A - Contract Data; Part B - Special Provisions; PART C – Fraud and Corruption; and PART D – Environmental and Social (ES) Reporting Metrics for Progress Reports. The contents of this Section supplement the General Conditions and shall be completed by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Notice of Request for Proposals

Request for Proposals Works (EPC/Turnkey Contract) (After Initial Selection)

Employer: *[insert the name of the Employer's agency]*

Project: *[insert name of project]*

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

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

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

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

Issued on: *[insert date when RFP is issued to the market]*

To: *[Proposer's name and address]*

1. The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds toward payments under the contract¹ for *[insert title of contract]*². *[Insert if applicable: "For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing."]*
2. The *[insert name of implementing agency]* now invites sealed Proposals from the following initially selected eligible Applicants for *[insert brief description of Works required]*³.
[Insert names of initially selected Applicants]
3. The procurement will be conducted through international competitive procurement using Request for Proposals (RFP) as specified in the World Bank's "Procurement Regulations

¹ Substitute "contracts" where Proposals are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 11 as follows: "Proposers may submit Proposal for one or several contracts, as further defined in the RFP Document."

² Insert if applicable: "This contract will be jointly financed by *[insert name of cofinancing agency]*. Procurement process will be governed by the World Bank's Procurement Regulations."

³ A brief description of the type(s) of Works to be executed on EPC/Turnkey basis should be provided, including location, purpose(s) for which the Works are intended, the scope, completion period, Functional/performance requirements and other information necessary to enable potential Proposers to decide whether or not to respond to the Request for Proposals.

for IPF Borrowers” *[insert date of applicable Procurement Regulations edition as per legal agreement]* (“Procurement Regulations”), and is open to all initially selected eligible Proposers.

4. Initially selected eligible Proposers may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the RFP Document during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this RFP]* ⁴.
5. The RFP Document in *[insert name of language]* may be purchased by initially selected eligible Proposers upon the submission of a written application to the address below and upon payment of a nonrefundable fee⁵ of *[insert amount in Borrower’s currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.⁶ The document will be sent by *[insert delivery procedure]*.⁷
6. A single-stage, two envelope RFP process will be used, and the Proposal will consist of (i) the Technical Part, without any reference to prices; and (ii) the Financial Part, as detailed in the RFP Document. The Technical and Financial Parts of the Proposals shall be submitted simultaneously in two separate sealed envelopes.
7. The Proposal, both the Technical Part and the Financial Part, must be delivered to the address below *[state address at the end of this RFP]*⁸ on or before *[insert time and date]*. Electronic Procurement will *[will not]* be permitted. Late Proposals will be rejected. The Technical Part of the Proposals will be publicly opened in the presence of the Proposers’ designated representatives and anyone who chooses to attend at the address below *[state address at the end of this RFP]* on *[insert time and date]*. The Financial Part shall remain unopened and will be held in safe custody of the Employer until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Proposals.
8. All Proposals must be accompanied by a *[insert “Proposal Security” or “Proposal-Securing Declaration,” as appropriate]* of *[insert amount and currency in case of a Proposal Security]*⁹.
9. *[Insert this paragraph if applicable in accordance with the Procurement Plan: “Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the RFP document.”]*

⁴ The office for inquiry and issuance of RFP Document and that for Proposal submission may or may not be the same.

⁵ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300 or equivalent is deemed appropriate.

⁶ For example, cashier’s check, direct deposit to specified account number, etc.

⁷ The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail, downloading from authorized web site(s) or electronic procurement system.

⁸ Substitute the address for Proposal submission if it is different from address for inquiry and issuance of RFP Document.

⁹ If the RFP Documents allow for lots or slices that may be procured separately, the amounts of Proposal security have to be defined per lot or slice. The amount of security should not be set so high as to discourage Proposers. If no Proposal security is required, this paragraph should say so.

10. Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to submit Proposal, we would appreciate being so notified in writing at your earliest opportunity.
11. The address (es) referred to above is (are): *[insert detailed address (es)]*

[Insert name of office]

[Insert name of officer and title]

[Insert postal address and/or street address, postal code, city and country]

[Insert telephone number, country and city codes]

[Insert facsimile number, country and city codes]

[Insert email address]

[Insert web site address]

Request for Proposals Works

**Engineering, Procurement and
Construction/Turnkey Contract**
(Single-Stage RFP after Initial Selection)

Procurement of:
[Insert identification of the Works]

Employer: *[insert the name of the Employer's agency]*

Project: *[insert name of project]*

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

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

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

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

Issued on: *[insert date when RFP is issued to the market]*

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PART 1 – REQUEST FOR PROPOSAL PROCEDURES

Section I - Instructions to Proposers (ITP)

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SECTION I - INSTRUCTIONS TO PROPOSERS

A. GENERAL

<p>1. Scope of Proposal</p>	<p>1.1 The Employer, as specified in the PDS, issues this Request for Proposals (RFP) Document for the execution of the Works on EPC/Turnkey basis as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFP are specified in the PDS.</p> <p>1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.</p> <p>1.3 Throughout this RFP Document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the PDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; (d) "Works" refers to Works, subject of this request for proposals document, to be executed on EPC/Turnkey contracting arrangement; (e) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)); (f) "Sexual Exploitation and Abuse" ("SEA") means the following: <ul style="list-style-type: none"> Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
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	<p>(g) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;</p> <p>(h) “Contractor’s Personnel” is as defined in Sub-Clause 1.1.14 of the General Conditions; and</p> <p>(i) “Employer’s Personnel” is as defined in Sub-Clause 1.1.29 of the General Conditions.</p> <p>A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.</p>
2. Source of Funds	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the PDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the PDS toward the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this RFP Document is issued.</p> <p>2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
3. Fraud and Corruption	<p>3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors,</p>

	<p>sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</p>
<p>4. Eligible Proposers</p>	<p>4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITP 4.6—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the PDS, there is no limit on the number of members in a JV.</p> <p>4.2 A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this RFP process, if the Proposer:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or (b) receives or has received any direct or indirect subsidy from another Proposer; or (c) has the same legal representative as another Proposer; or (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Employer regarding this RFP process; or (e) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for the Works that are the subject of the Proposal; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Engineer for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the PDS ITP 2.1 that it provided or

	<p>were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP Document or Employer's requirements of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the RFP process and execution of the Contract.</p> <p>4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not an individual Proposer or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.</p> <p>4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.</p> <p>4.5 A Proposer that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.</p>
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	<p>4.6 Proposers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.</p> <p>4.7 A Proposer shall not be under suspension from submitting proposals by the Employer as the result of the operation of a Bid Securing Declaration or Proposal-Securing Declaration.</p> <p>4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the procurement is implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITP 4.8 (a) above by one country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.</p> <p>4.9 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p>
<p>5. Eligible Materials, Equipment, and Services</p>	<p>5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Proposers may be required to provide evidence of the origin of materials, equipment and services.</p>

B. CONTENTS OF RFP DOCUMENT

<p>6. Sections of RFP Document</p>	<p>6.1 The RFP Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITP 8:</p> <p>PART 1 Request for Proposal Procedures</p> <p style="padding-left: 40px;">Section I - Instructions to Proposers (ITP)</p> <p style="padding-left: 40px;">Section II - Proposal Data Sheet (PDS)</p> <p style="padding-left: 40px;">Section III - Evaluation and Qualification Criteria</p> <p style="padding-left: 40px;">Section IV - Proposal Forms</p> <p style="padding-left: 40px;">Section V - Eligible Countries</p> <p style="padding-left: 40px;">Section VI - Fraud and Corruption</p> <p>PART 2 Employer's Requirements</p> <p style="padding-left: 40px;">Section VII - Employer's Requirements</p> <p>PART 3 Conditions of Contract and Contract Forms</p> <p style="padding-left: 40px;">Section VIII - General Conditions</p> <p style="padding-left: 40px;">Section IX - Particular Conditions</p> <p style="padding-left: 40px;">Section X - Contract Forms</p> <p>6.2 The Specific Procurement Notice, Notice of Request for Proposals (RFP) issued by the Employer, is not part of this RFP Document.</p> <p>6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the RFP Document in accordance with ITP 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p> <p>6.4 The Proposer is expected to examine all instructions, forms, terms, and Employer's requirements in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.</p>
<p>7. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting</p>	<p>7.1 A Proposer requiring any clarification of the RFP Document shall contact the Employer in writing at the Employer's address specified in the PDS or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 7.4. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the PDS. The Employer shall forward copies of its response to all Proposers who have</p>

	<p>acquired the RFP Document in accordance with ITP 6.3, including a description of the inquiry but without identifying its source. If so specified in the PDS, the Employer shall also promptly publish its response at the web page identified in the PDS. Should the Employer deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under ITP 8.</p>
7.2	<p>The Proposer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.</p>
7.3	<p>The Proposer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>
7.4	<p>The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the PDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.</p>
7.5	<p>The Proposer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p>
7.6	<p>Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with ITP 6.3. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITP 8 and not through the minutes of the pre-Proposal meeting.</p>

8. Amendment of RFP Document	<p>8.1 At any time prior to the deadline for submission of Proposals, the Employer may amend the RFP Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Employer in accordance with ITP 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITP 7.1.</p> <p>8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 23.2.</p>
9. Cost of Proposals	<p>9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Employer will in no case be responsible or liable for those costs.</p>
10. Contacting the Employer	<p>10.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the Proposal, it should do so in writing.</p> <p>10.2 If a Proposer tries to directly influence the Employer or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.</p>
11. Language of Proposals	<p>11.1 Unless otherwise specified in the PDS, the Proposal prepared by the Proposer and all correspondence and documents related to the Proposal exchanged by the Proposer and the Employer shall be written in the English Language, or, if the PDS so provides, in either one of two languages specified there. Any printed literature furnished by the Proposer as part of its Proposal may be in a language not specified in the PDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.</p>

C. PREPARATION OF PROPOSALS

12. Documents Comprising the Proposal	<p>12.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope RFP process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL PROPOSAL".</p>
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	<p>12.2 The Technical Part submitted by the Proposer shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Proposal - Technical Part, prepared in accordance with ITP 13; (b) Security: Proposal Security or Proposal-Securing declaration, in accordance with ITP 19; (c) Alternative Proposal - Technical Part, if permissible in accordance with ITP 14; (d) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 21.1; (e) documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted; (f) documentary evidence in accordance with ITP 18 that the Works offered by the Proposer conform to the RFP Document; (g) Proposers shall give details of all departures in their Technical- Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Employer to consider during the evaluation of the Technical Proposals; (h) in the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; (i) list of subcontractors, in accordance with ITP 18.3; and (j) any other document required in the PDS. <p>12.3 The Financial Part submitted by the Proposer shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Proposal - Financial Part: prepared in accordance with ITP 13; (b) Schedule of Rates and Prices (if any): completed in accordance with ITP 15 and ITP 16; (c) Alternative Proposal – Financial Part: if permissible in accordance with ITP 14; (d) Financial Disclosure: The Proposer shall furnish in the Letter of Proposal information on commissions and
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	<p>gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and</p> <p>(e) Other: any other document required in the PDS.</p> <p>12.4 The Technical Part shall not include any financial information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part, the Proposal shall be declared non-responsive.</p> <p>12.5 The Proposer shall furnish in the Letter of Proposal-Technical Part three names of the potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Proposer (Letter of Proposal) shall be subject to Bank's No-objection.</p>
13. Letter of Proposal, and Schedules	<p>13.1 The Proposer shall complete the Letter of Proposal – Technical Part and Letter of Proposal - Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 21.3. All blank spaces shall be filled in with the information requested</p>
14. Alternative Technical Proposals	<p>14.1 Proposers shall note that they are permitted to propose technical alternatives with their proposals in addition to the requirements specified in the RFP Documents. Any technical alternatives received in lieu of the requirements specified in the RFP Documents shall be rejected and shall not be considered by the Employer. The Alternative Technical Proposal shall comprise two Parts, namely Alternative Proposal - Technical Part and Alternative Proposal - Financial Part.</p> <p>14.2 Alternative Proposal - Technical Part: the Proposer wishing to offer alternative technical Proposal shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.</p> <p>14.3 Alternative Proposal - Financial Part: The Proposer submitting alternative technical Proposal shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for</p>

	<p>in the Schedule of Rates and Prices (if any) included in Section IV – Proposal Forms.</p> <p>14.4 Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic performance and technical criteria specified in the RFP Documents shall be considered by the Employer.</p>
15. Proposal Prices	<p>15.1 Unless otherwise specified in the PDS, Proposers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Proposal price, subject to any adjustments, in accordance with the Contract, covers all the Contractor’s obligations under the Contract. The Works shall include any work which is necessary to satisfy the Employer’s Requirements and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>15.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV, Proposal Forms. These will not in any way limit the Proposer’s “single responsibility” as stated in ITP 15.1. The cost of any items that the Proposer may have omitted is deemed to be included in the total lump sum Proposal price and will not be paid for separately by the Employer.</p> <p>15.3 The prices shall be either fixed or adjustable as specified in the PDS.</p> <p>15.4 In the case of Fixed Price, prices quoted by the Proposer shall be fixed during the Proposer’s performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p> <p>15.5 In the case of Adjustable Price, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Proposers are required to indicate the source of labour and material indices in the corresponding Form in Section IV, Proposal Forms.</p> <p>15.6 If so indicated in ITP 1.1, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or</p>

	<p>alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. However, discounts for the award of more than one contract will not be considered for proposal evaluation purpose.</p> <p>15.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.</p> <p>15.8 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the Proposal price submitted by the Proposer.</p>
16. Proposal Currencies	<p>16.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified in the PDS.</p> <p>16.2 Proposers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Schedule of Rates and Prices (if any) and shown in the Table of Adjustment Data in the Appendix to the Proposal are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Proposers.</p>
17. Documents Establishing the Qualification of the Proposer	<p>17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Proposer continues to meet the qualification criteria used at the time of Initial Selection, the Proposer shall provide updated information on any assessed aspect that changed from that time.</p> <p>17.2 If a margin of preference applies in accordance with ITP 39.1, domestic Proposers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITP 39.1.</p> <p>17.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of</p>

	<p>the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Proposals.</p>
<p>18. Documents Establishing Conformity of the Works</p>	<p>18.1 Pursuant to ITP 12.2(f), the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to execute on EPC/Turnkey basis under the Contract.</p> <p>18.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:</p> <ul style="list-style-type: none"> (a) the documents specified in Section IV (Proposal Forms) - Technical Proposal. (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements. (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Employer in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer. <p>18.3 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of ITP 4, and that any Works to be provided by the subcontractor comply with the requirements of ITP 5 and ITP 18.1. The Proposer shall submit its Code of Conduct that meets the requirements setout in Section IV – Proposal Forms.</p>
<p>19. Securing the Proposal</p>	<p>19.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the PDS, in original form and, in the case of a Proposal Security, in the amount and currency specified in the PDS.</p> <p>19.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.</p>

	<p>19.3 If a Proposal Security is specified pursuant to ITP 19.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security indicated in the PDS, <p>from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Proposal submission, that a correspondent financial institution is not required.</p> <p>19.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under ITP 20.2.</p> <p>19.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 19.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.</p> <p>19.6 If a Proposal Security is specified in accordance with ITP 19.1, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security, and if required in the PDS, the Environmental and Social (ES) Performance Security.</p> <p>19.7 The Proposal Security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or (b) if the successful Proposer fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITP 53; or
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	<p>(ii) furnish a Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with ITP 54.</p> <p>19.8 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1.</p> <p>19.9 If a Proposal Security is not required in the PDS, and:</p> <p>(a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or</p> <p>(b) if the successful Proposer fails to:</p> <p>(i) sign the Contract in accordance with ITP 53; or</p> <p>(ii) furnish a performance security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with ITP 54,</p> <p>the Employer may, if provided for in the PDS, declare the Proposer disqualified to be awarded a contract by the Employer for a period of time as stated in the PDS.</p>
<p>20. Period of Validity of Proposals</p>	<p>20.1 Proposals shall remain valid until the date specified in the PDS or any extended date if amended by the Employer in accordance with ITP 8. A Proposal that is not valid until the date specified in the PDS, or any extended date if amended by the Employer in accordance with ITP 8, shall be rejected by the Employer as non-responsive.</p> <p>20.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Employer may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in ITP 20.3, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to ITP 19.4.</p> <p>20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 20.1, the contract price will be adjusted as specified in the PDS. Proposal</p>

	evaluation will be based on the Proposal prices without taking into consideration the above correction.
21. Format and Signing of Proposal	<p>21.1 The original and all copies of the Proposal, each consisting of the documents listed in ITP 12, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified in the PDS, and included in the Proposal pursuant to ITP 12.2(d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.</p> <p>21.2 In case the Proposer is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>21.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.</p> <p>21.4 The Proposer shall furnish in the Proposal Submission Form (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.</p>

D. SUBMISSION OF PROPOSALS

22. Submission, Sealing and Marking of Proposals	<p>22.1 Unless the PDS states that Proposals are to be submitted electronically the following procedures shall apply.</p> <p>(a) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked "Proposal - Original".</p> <p>(b) In addition, the Proposer shall prepare copies of the Proposal, in the number specified in the PDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked "Copies: Technical Part". Copies of the Financial Part shall be placed in a separate sealed envelope marked "Copies: Financial Part". The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "Proposal - Copies". In the event of any discrepancy</p>
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	<p>between the original and the copies, the original shall prevail.</p> <p>(c) If alternative Proposals are permitted in accordance with ITP 14, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “Alternative Proposal – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Proposal – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Proposal – Original”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “Alternative Proposal – Copies Of Technical Part”, and “Alternative Proposal – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Proposal - Copies”</p> <p>22.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Proposer;</p> <p>(b) be addressed to the Employer, at the address given in the PDS for ITP 23.1; and</p> <p>(c) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified in the PDS for ITP 1.1, and the statement “Do Not Open Before [time and date],” to be completed with the time and date specified in the PDS for ITP 23.1.</p> <p>22.3 If the outer envelope is not sealed and marked as required by ITP 22.1 and ITP 22.2, the Employer will assume no responsibility for the Proposal’s misplacement or premature opening.</p>
23. Deadline for Submission of Proposals	<p>23.1 Proposals must be received by the Employer at the address specified, and no later than the time and date specified, in the PDS. Proposers have the option of submitting their Proposals electronically if specified in the PDS.</p> <p>23.2 The Employer may, at its discretion, extend this deadline for submission of Proposals by amending the RFP Documents in accordance with ITP 8.3, in which case all rights and obligations of the Employer and Proposers will thereafter be subject to the deadline as extended.</p>
24. Late Proposals	<p>24.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 23. Any Proposal received by the Employer after the deadline for</p>

	submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
25. Withdrawal, Substitution, and Modification of Proposals	<p>25.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITP 21.1, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITP 21 and ITP 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” (“Technical Part” and/or “Financial Part”)” “Modification (“Technical Part” and/or “Financial Part”);” and (b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with ITP 23.

E. OPENING OF TECHNICAL PARTS OF PROPOSALS

26. Opening of Technical Part by Employer	<p>26.1 Except as in the cases specified in ITP 24 and ITP 25, the Employer shall conduct the Technical part opening in public, in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the PDS. Any specific electronic Proposal opening procedures, if permitted, shall be as specified in the PDS.</p> <p>26.2 First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.</p> <p>26.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.</p> <p>26.4 Next, envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification</p>
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	<p>shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.</p> <p>26.5 Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Employer shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.</p> <p>26.6 Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are opened and read out at Proposal opening shall be considered further. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP 24.1).</p> <p>26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.</p>
F. EVALUATION OF PROPOSALS – GENERAL PROVISIONS	
27. Confidentiality	<p>27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the notification of evaluation of the Technical Part in accordance with ITP 33.</p> <p>27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to all Proposers in accordance with ITP 49.</p> <p>27.3 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.</p>

	27.4 Notwithstanding ITP 27.1 and ITP 27.2 , from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the RFP process, it should do so in writing.
28. Clarification of Proposals	<p>28.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Employer may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.</p> <p>28.2 If a Proposer does not provide clarifications of its Proposal by the date and time set in the Employer's request for clarification, its Proposal may be rejected.</p>
29. Deviations, Reservations, and Omissions	<p>29.1 During the evaluation of Proposals, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the RFP document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.
G. EVALUATION OF TECHNICAL PARTS OF PROPOSALS	
30. Determination of Responsiveness of Technical Parts	<p>30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.</p> <p>30.2 The Employer's determination of a Technical Part's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the RFP Document, the Employer's rights or the Proposer's obligations under the proposed Contract; or

	<p>(b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.</p> <p>30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.</p> <p>30.4 Provided that a Proposal is substantially responsive, the Employer may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.</p> <p>30.5 The Employer will also determine if the Proposals contain departures from the requirements of the RFP Documents (e.g., documentary evidence, responsiveness of the technical proposal, etc.) in such numbers or of such nature that the Proposal cannot reasonably be expected to become responsive within the framework of the single-stage process. In this case, the proposal shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
31. Evaluation of Technical Proposals	<p>31.1 The Employer's evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> <p>31.2 The Employer will carry out a detailed technical evaluation of each Technical Proposal that was determined to be substantially responsive in accordance with ITP 30, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the RFP Documents.</p> <p>31.3 The Employer will also review alternative technical proposals, if any, offered by the Proposer, pursuant to ITP 14, and evaluate them to determine their acceptability.</p> <p>31.4 The scores to be given to technical factors and sub factors are specified in the PDS.</p>
32. Evaluation of Proposer's Qualification	<p>32.1 The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITP 12.2(e), and Section III- Evaluation and Qualification Criteria the Proposer continues to be qualified to satisfactorily perform the Contract.</p> <p>32.2 Only Proposals that are both substantially responsive to the RFP document and are qualified shall have their envelopes marked "FINANCIAL PART" opened at the second public opening.</p>

33. Notification of evaluation of Technical Parts	<p>33.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Employer shall make the following notifications:</p> <ul style="list-style-type: none"> (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information: <ul style="list-style-type: none"> (i) the grounds on which their Technical Part has been considered to be non-responsive; (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract; (b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP; and (c) notify all Proposers in accordance with the one of following two options: <ul style="list-style-type: none"> (i) <u>Option 1</u>: when BAFO or Negotiations is not to be applied, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or; (ii) <u>Option 2</u>: when BAFO or Negotiations apply as specified in the PDS ITP 44 and ITP 46 respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the Proposal Price will be deferred to the time that the Notification of Intention to Award the contract is issued.
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H. OPENING OF FINANCIAL PARTS

34. Public Opening of Financial Parts when BAFO or negotiations do not apply	<p>34.1 When BAFO or negotiations do not apply as specified in the PDS, the Financial Parts will be opened in public by the Employer in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each</p>
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	<p>Proposer, the technical score, the Proposal Price, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Schedule of Rates and Prices (if any) are to be initialed by representatives of the Employer attending the public opening in the manner specified in the PDS.</p> <p>34.2 The Employer shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Proposers whose Financial Part was opened; (b) the Proposal prices, per lot (contract) if applicable, including any discounts. <p>34.3 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.</p>
<p>35. Opening of Financial Parts when BAFO or negotiations apply</p>	<p>35.1 When, as specified in the PDS, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.</p> <p>35.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Proposer, and the Proposal Price and any other details as the Employer may consider appropriate. The Letter of Proposal - Financial Part and the Schedule of Rates and Prices (if any) are to be initialed by representatives of the Employer attending the public opening and by the Probity Assurance Provider.</p> <p>35.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Proposers whose Financial Part was opened; (b) the Proposal prices including any discounts; and (c) the Probity Assurance Provider’s report of the opening of the Financial Part. <p>35.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record</p>

	of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.
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I. EVALUATION OF FINANCIAL PART

36. Nonmaterial Nonconformities	<p>36.1 Provided that a Proposal is substantially responsive, and Proposals have been invited on single responsibility basis in accordance with ITP 15, the Employer:</p> <ul style="list-style-type: none"> (a) may waive any nonconformities in the Proposal; or (b) may request that the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal. <p>36.2 Provided that a Proposal is substantially responsive, and Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITP 15, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.</p>
37. Arithmetic Correction	<p>37.1 If Proposals have been invited on single responsibility basis in accordance with ITP 15, the Proposer is deemed to have included all prices in the (lump sum) Proposal Price. Arithmetical corrections shall therefore not be made, except that where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p> <p>37.2 If Proposals have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITP 15, the Employer shall correct arithmetical errors only for the price for such part of the Works on the following basis:</p> <ul style="list-style-type: none"> (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Proposal Price, the former shall prevail and the latter will be corrected accordingly; (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed

	<p>in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.</p> <p>37.3 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITP 37.1 and ITP 37.2 shall result in the rejection of the Proposal.</p>
38. Conversion to Single Currency	<p>38.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified in the PDS.</p>
39. Margin of Preference	<p>39.1 Unless otherwise specified in the PDS, a margin of preference for domestic Proposers¹ shall not apply.</p>
40. Evaluation Process Financial Parts	<p>40.1 To evaluate each Proposal's Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the Proposal Price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Rates and Prices (if any), but including Daywork items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITP 37; (c) price adjustment due to discounts offered in accordance with ITP 15.7; (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITP 36.2; (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 38.1; and (f) any additional evaluation factors indicated in the PDS and detailed in Section III, Evaluation and Qualification Criteria. <p>40.2 If price adjustment is allowed in accordance with ITP 15.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.</p>

¹ An individual firm is considered a domestic Proposer for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Proposer and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

	<p>40.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the most advantageous proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.</p>
41. Abnormally Low Proposals	<p>41.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.</p> <p>41.2 In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP Document.</p> <p>41.3 After evaluation of the price analyses, in the event that the Employer determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Employer shall reject the Proposal.</p>
42. Unbalanced or Front Loaded Proposals	<p>42.1 If the Proposal that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include price analyses to demonstrate the consistency of the Proposal prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.</p> <p>42.2 After the evaluation of the information and price analyses presented by the Proposer, the Employer may:</p> <ul style="list-style-type: none"> (a) accept the Proposal, or (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or (c) reject the Proposal.

J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART

43. Evaluation of Combined Technical and	<p>43.1 The Employer's evaluation of responsive Proposals will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the</p>
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Financial Proposals	PDS. The Employer will rank the proposals based on the evaluated proposal score (B).
44. Best and Final Offer (BAFO)	<p>44.1 After completion of the combined technical and financial evaluation of proposals, if specified in the PDS, the Employer may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be specified in the PDS. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the RFP Document. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.</p> <p>44.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.</p>
45. Most Advantageous Proposal (MAP)	<p>45.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the RFP; and (b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.
46. Negotiations	<p>46.1 If specified in the PDS, the Employer may conduct negotiations following the evaluation of Proposals and before the final contract award. The procedure of the negotiations will be specified in the PDS.</p> <p>46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.</p> <p>46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.</p> <p>46.4 The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.</p>
47. Employer's Right to Accept Any Proposal, and to Reject	<p>47.1 The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and</p>

Any or All Proposals	specifically, Proposal securities shall be promptly returned to the Proposers.
48. Standstill Period	48.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 52 . The Standstill Period commences the day after the date the Employer has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
49. Notification of Intention to Award	49.1 The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Proposer submitting the successful Proposal; (b) the Contract price of the successful Proposal; (c) the total combined score of the successful Proposal; (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical score; (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

K. AWARD OF CONTRACT

50. Award Criteria	50.1 Subject to ITP 47.1 , the Employer shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.
51. Notification of Award	51.1 Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 48.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Proposer, in writing, that its Proposal has been accepted.

	<p>The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>51.2 Within ten (10) Business days from the transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated; (d) name of Proposers whose Proposals were rejected and the reasons for their rejection; (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and (f) successful Proposer’s Beneficial Ownership Disclosure Form, if specified in PDS ITP 53.1. <p>51.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.</p> <p>51.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
<p>52. Debriefing by the Employer</p>	<p>52.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITP 49, an unsuccessful Proposer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.</p> <p>52.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5)</p>

	<p>Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.</p> <p>52.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>52.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear its own costs of attending such a debriefing meeting.</p>
53. Signing of Contract	<p>53.1 The Employer shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and, if specified in the PDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.</p> <p>53.2 The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.</p>
54. Performance Security	<p>54.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish the Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to ITP 42.2 (b), using the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.</p> <p>54.2 Failure of the successful Proposer to submit the above-mentioned Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Employer may award the Contract to the next lowest evaluated</p>

	Proposer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
55. Procurement Related Complaint	55.1 The procedures for making a Procurement-related Complaint are as specified in the PDS .

Section II - Proposal Data Sheet (PDS)

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

*[Where an e-procurement system is used, modify the relevant parts of the **PDS** accordingly to reflect the e-procurement process]*

[Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITP. All notes in italics, other than those intended for the Proposer, should be deleted]

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for Proposals is: <i>[insert reference number of the Request for Proposals]</i> _____</p> <p>The Employer is: <i>[insert name of the Employer]</i> _____</p> <p>The name of the RFP is: <i>[insert name of the RFP]</i> _____</p> <p>The number and identification of lots (contracts) comprising this RFP is: <i>[insert number and identification of lots (contracts)]</i> _____</p>
ITP 1.3 (a)	<p><i>[delete if not applicable]</i></p> <p>“Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this procurement process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[insert aspects e.g. issuing RFP, submissions of Proposals, opening of Proposals]”</i></p>
ITP 2.1	<p>The Borrower is: <i>[insert name of the Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Proposals]</i>____</p>
ITP 2.1	<p>Loan or Financing Agreement amount: <i>[insert US\$ equivalent]</i> _____</p> <p>The name of the Project is: <i>[insert name of the project]</i> _____</p>

ITP 4.1	Maximum number of members in the JV shall be: <i>[insert a number]</i> _____
ITP 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. RFP Document	
ITP 7.1	<p>For <u>Clarification of Proposal purposes</u> only, the Employer's address is: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITP 23.1 for Proposal submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City:] <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert fax number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification should be received by the Employer no later than: <i>[insert no. of days]</i>.</p>
ITP 7.1	Web page: <i>[in case used, identify the widely used website or electronic portal of free access where RFP process information is published]</i> _____
ITP 7.4	<p>A Pre-Proposal meeting_____ take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p>A site visit conducted by the Employer _____ <i>[insert "shall be" or "shall not be"]</i> organized.</p> <p><i>[Borrowers to Note: Pre-proposal meeting/site visit (preferably both) are highly recommended, as in this single stage process, Proposers will not have any other opportunity to carry out a dialogue. If the pre-proposal conference/site visit is not <u>comprehensively</u> carried out for single stage, the proposers</i></p>

	<i>could have different understanding of the requirements (which are here not in the form of detailed tech/spec.) and the proposals may be difficult to evaluate let alone to achieve value for money. A comprehensive pre-proposal meeting may also give the Borrower the opportunity to get feedback on its requirements and revise/issue amendment if required]</i>
ITP 11.1	<p>The language of the Proposal is: <i>[insert “English” or” Spanish” or “French”]</i>.</p> <hr/> <p><i>[Note: In addition to the above language, and if agreed with the Bank, the Employer has the option to issue translated versions of the RFP Document in another language which should either be: (a) the national language of the Employer; or (b) the language used nation-wide in the Employer’s Country for commercial transactions. In such case, the following text shall be added:]</i></p> <p><i>“In addition, the RFP Document is translated into the [insert national or nation-wide used] language [if there are more than one national or nation-wide used language, add “and in the _____” [insert the second national or nation-wide language].</i></p> <p><i>Proposals shall have the option to submit their Proposal in any one of the languages stated above. Proposers shall not submit Proposals in more than one language.]”</i></p> <p>All correspondence exchange shall be in _____ language.</p> <p>Language for translation of supporting documents and printed literature is _____. <i>[specify one language].</i></p>
C. Preparation of Proposals	
ITP 12.2(j)	<p>The Proposer shall submit as part of its Technical Part the following additional documents:</p> <p><i>[list any additional document not already listed in ITP 12.2 that must be submitted with the Proposal. The list of additional documents shall include the following:]</i></p> <p>Code of Conduct for Contractor’s Personnel (ES)</p> <p>The Proposer shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

ITP 12.3 (e)	The Proposer shall submit with its Proposal the following additional documents: <i>‘[list any additional document not already listed in ITP 12.3 that must be submitted with the Financial Proposal]’ otherwise state ‘none’.</i>
ITP 14.1	Alternative Proposals <i>[insert “shall be” or “shall not be”]</i> _____ considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria.</i>
ITP 15.1	<p>(a) <i>[if there are specific circumstances, where only certain components of the Works are to be on single responsibility basis and/ or if there are components of the Works to be provided under the responsibility of the Employer, the following text may be used, and parts of the RFP document (such as the Employer’s requirements, Proposal submission forms) modified to accommodate this requirement; otherwise delete:</i></p> <p>“Proposers shall propose for the following component of the Works on a single responsibility basis: _____</p> <p>and/or</p> <p>The following components of the Works will be provided under the responsibility of the Employer”]</p> <p><i>[EPC/Turnkey Works are normally contracted on the basis of single responsibility basis and this RFP- SPD is designed for that purpose. It is not recommended to dilute the single responsibility approach unless there are justifiable reasons.]</i></p> <p>(b) <i>[the Contract Price shall be a lump sum amount, subject to any adjustments, in accordance with the Contract. However, if <u>any part of the Works</u> is to be paid according to quantity supplied or work done, the provisions for measurement and evaluation shall be as stated in the Particular Conditions - Part B- Sub-Clause 14.1.</i></p> <p><i>If not applicable, delete this 15.1(b). If applicable state: “The parts of the Works for which payment will be made on the basis of measurement are specified in _____. The method for determining the payment for these parts of the Works is also specified in Sub-Clause 14.1 of the Particular Conditions - Part B”]</i></p>
ITP 15.3	The prices quoted by the Proposer <i>[insert “shall “or “shall not”]</i> _____ be subject to adjustment during the performance of the Contract.

<p>ITP 16.1</p>	<p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative _____ as described below:</p> <p>Alternative A (Proposers to quote entirely in local currency):</p> <p>(a) The prices shall be quoted by the Proposer entirely in _____ <i>[Insert the name of the currency of the Employer's Country,]</i> and further referred to as "the local currency". A Proposer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Proposal - Table C, the percentage(s) of the Proposal Price (excluding Provisional Sums), needed by the Proposer for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Proposer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Proposer in the Appendix to Proposal - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Proposer.</p> <p>Alternative B (Proposers allowed to quote in local and foreign currencies):</p> <p>(a) The prices shall be quoted by the Proposer in the following currencies:</p> <p>(i) for those inputs to the Works that the Proposer expects to supply from within the Employer's country, in _____ <i>[Insert the name of the currency of the Employer's Country,]</i> and further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Works that the Proposer expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in up to any three foreign currencies.</p>
<p>ITP 19</p>	<p><i>[If a Proposal Security shall be required, a Proposal-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Proposal Security <i>[insert "shall be" or "shall not be"]</i> required.</p> <p>A Proposal-Securing Declaration <i>[insert "shall be" or "shall not be"]</i> required.</p> <p>If a Proposal Security shall be required, the amount and currency of the Proposal Security shall be _____</p> <p><i>[If a Proposal Security is required, insert amount and currency of the Proposal Security. Otherwise insert "Not Applicable".] [In case of lots, please insert amount and currency of the Proposal Security for each lot]</i></p> <p><i>[Note: Proposal Security is required for each lot as per amounts indicated against each lot. Proposers have the option of submitting one Proposal Security for all lots (for the combined total amount of all lots) for which Proposals have been submitted, however if the amount of Proposal Security is</i></p>

	<p><i>less than the total required amount, the Employer will determine for which lot or lots the Proposal Security amount shall be applied.]</i></p> <p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if a Proposal security is not required under provision ITP 19.1 and the Employer wishes to declare the Proposer ineligible for a period of time should the Proposer perform the actions mentioned in provision ITP 19.9. Otherwise omit.]</i></p> <p>If the Proposer performs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Proposer ineligible to be awarded contracts by the Employer for a period of _____ years. <i>[insert period of time]</i></p>
ITP 19.3 (d)	<p>Other types of acceptable securities:</p> <p><i>[Insert names of other acceptable securities. Insert “None” if no Proposal Security is required under provision ITP 19.1 or if Proposal Security is required but no other forms of Proposal securities besides those listed in ITP 19.3 (a) through (c) are acceptable.]</i> _____</p>
ITP 20.1	<p>The Proposal shall be valid until _____ <i>[insert day, month and year]</i>.</p> <p><i>If the deadline for the submission of Proposals is extended in accordance with ITP 23.2, the date for proposal validity shall be adjusted accordingly.</i></p>
ITP 20.3	<p>The Proposal price shall be adjusted by the following factor(s): _____</p> <p><i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
ITP 21.1	<p>The written confirmation of authorization to sign on behalf of the Proposer shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Proposal]</i>. _____</p>
D. Submission of Proposals	
ITP 22.1(b)	<p>In addition to the original of the Proposal, the number of copies is: <i>[insert number of copies]</i> _____</p>
ITP 23.1	<p>For Proposal submission purposes only, the Employer’s address is: <i>[This address may be the same as or different from that specified under provision ITP 7.1 for clarifications]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i> _____</p> <p>Street Address: <i>[insert street address and number]</i> _____</p>

	<p>Floor/Room number: <i>[insert floor and room number, if applicable]</i> _____</p> <p>City: <i>[insert name of city or town]</i> _____</p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> _____</p> <p>Country: <i>[insert name of country]</i> _____</p> <p>The deadline for Proposal submission is:</p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2017]</i> _____</p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i> _____</p> <p><i>[The date and time should be the same as those provided in the Request for Proposals, unless subsequently amended pursuant to ITP 23.2]</i></p> <p><i>[If the deadline for the submission of Proposals is extended, the date for Proposal validity specified in PDS ITP 20.1 shall be adjusted accordingly.]</i></p>
ITP 23.1	<p>Proposers _____ <i>[insert “shall” or “shall not”]</i> have the option of submitting their Proposals electronically.</p> <p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if Proposers have the option of submitting their Proposals electronically. Otherwise omit.]</i></p> <p>The electronic Proposal submission procedures shall be: <i>[insert a description of the electronic Proposal submission procedures.]</i></p>
E. Opening of Technical Parts of Proposals	
ITP 26.1	<p>The Proposal opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i> _____</p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i> _____</p> <p>City: <i>[insert name of city or town]</i> _____</p> <p>Country: <i>[insert name of country]</i> _____</p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2017]</i> _____</p> <p>Time: _____</p>

	<i>[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Proposals in ITP 23.1]</i>	
ITP 26.1	<i>[The following provision should be included and the required corresponding information inserted only if Proposers have the option of submitting their Proposals electronically. Otherwise omit.]</i> The electronic Proposal opening procedures shall be: <i>[insert a description of the electronic Proposal opening procedures.]</i>	
G. Evaluation of Technical Parts of Proposals		
ITP 31.4	The technical factors (sub-factors) and the corresponding weight out of 100% are:	
	Technical Factor	Weight in percentage <i>(insert weight in %)</i>
	A. Proposed Works	
	1. to what extent the Proposed Works meet the Employer’s Requirement:	
	B. Value Addition	
	2. to what extent the proposal adds value in terms of performance, functionality and/or O&M costs.	
	C. Approach and Methodology	
	3. Design Methodology;	
	4. Construction and/or Erection Management Strategy;	
	5. Technical Standards and Building Construction and Environment Laws Compliance	
	6. Testing and Commissioning Strategy;	
	7. Method Statement for key construction activities;	
	8. Code of Conduct;	

	9. EPC/ Turnkey Work Program;	
	10. Contract personnel Organization;	
	11. Key Personnel qualifications, experience and resource schedule (<i>the likely key specialists required to execute the contract are listed in Appendix I to Section III</i>);	
	12. Risk assessment;	
	13. Key equipment strategy;	
	D. Any other factors as appropriate	
	14. <i>[add any other factors as appropriate].</i>	
	<i>[The above technical factors may be modified if appropriate ensuring that the documents requested from Proposers as part of their technical proposals (Section IV) enable evaluation of the technical factors.]</i> <i>[The weights should be allocated in terms of the relative significance of the technical factors. Insert technical sub-factors and corresponding weights, as appropriate].</i>	
H. Opening of Financial Parts		
ITP 34.1	The Letter of Proposal and Schedule of Rates and Prices (if any) shall be initialed by <i>[insert number]</i> representatives of the Employer conducting Proposal opening. <i>[Insert procedure: Example: Each Proposal shall be numbered and any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]</i>	
I. Evaluation of Financial Part of Proposals		
ITP 38.1	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: <i>[Insert name of currency]</i></p> <p>The source of exchange rate shall be: _____ <i>[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]</i></p> <p>The date for the exchange rate shall be the deadline for submission of Proposals as specified in ITP 23, unless otherwise specified by the Employer.</p> <p>The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p><i>Alternative A: Proposers quote entirely in local currency</i></p>	

	<p>For comparison of Proposals, the Proposal Price, corrected pursuant to ITP 37.1, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Proposer in accordance with ITP 16.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Proposal Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>OR</p> <p>Alternative B: Proposers quote in local and foreign currencies</p> <p>The Employer will convert the amounts in various currencies in which the proposal Price, corrected pursuant to ITP 37.1, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
ITP 39.1	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if the Employer intends to apply margin of preference and it is allowed in the Procurement Plan for the subject contract. Otherwise delete]</i></p> <p>A margin of domestic preference <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]</i></p>
ITP 40.1(f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <ul style="list-style-type: none"> (a) Deviation in Time Schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria];</i> (b) Life cycle costs: the projected operating and maintenance costs for the Works <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria];</i> and (c) <i>[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria].</i>
J. Evaluation of Combined Technical and Financial Parts	
ITP 43.1	<p>The weight to be given for cost is: _____ <i>[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one).</i></p>

ITP 44.1	BAFO (“applies” / “does not apply”) If BAFO applies, the procedure will be: _____
ITP 46.1	Negotiation (“applies” / “does not apply”) If negotiation applies, the procedure will be: _____
K. Award of Contract	
ITP 53.1	The successful Proposer [<i>shall</i>] or [<i>shall not</i>] submit the Beneficial Ownership Disclosure Form.
ITP 54.1 and 54.2	<i>[Delete the following if not applicable]</i> The successful Proposer shall be required to submit an Environmental and Social (ES) Performance Security. <i>[The ES Performance Security shall normally be required where ES risks are high.]</i>
ITP 55.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Proposer wishes to make a Procurement-related Complaint, the Proposer shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Employer: <i>[insert name of Employer]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>Fax number: <i>[insert fax number] delete if not used</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this RFP document; 2. the Employer’s decision to exclude a Proposer from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract.

Section III. Evaluation and Qualification Criteria

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A. Technical Part

1. Qualification

1.1 Update of Information

The Proposer and any subcontractors shall meet or continue to meet the criteria used at the time of initial selection.

1.2 Financial Resources

Using the relevant Form No FIN 3.3 in Section IV, Proposal Forms, the Proposer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (i) the following cash-flow requirement:

.....

and

- (ii) the overall cash flow requirements for this contract and its current works commitment.

1.3 Contractor's Representative and Key Personnel

The Proposer must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

The Proposer shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Proposer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Proposer shall complete the relevant Forms in Section IV, Proposal Forms.

1.4 Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Proposer shall provide details in the relevant Form in Section IV.

1.5 Subcontractors

Any Specialized Subcontractor identified at the time of Initial Selection shall continue to meet the applicable requirements. The Proposer has not proposed subcontracting for any parts of the Works for which subcontracting is not permitted,

as identified at the time of Initial Selection and specified in the Particular Conditions Part A-Contract Data Sub-clause 4.4(b).

Any other additional subcontractors for the following major activities/ subactivities must meet the following minimum criteria:

[Activity/ Subactivity No.]	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

2. Evaluation of Technical Part (ITP 31)

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified **in the PDS ITP 31.4**.

.....

.....

TECHINICAL PROPOSAL SCORING METHOLOGY

[NOTE TO THE EMPLOYER: The Employer shall develop a scoring methodology to be included here]

*If as per **ITP 31.4**, the technical factors (and sub- factors, if applicable) are weighted in terms of relevance, the total technical score would be the weighted average in percent.*

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub- factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”

and $\sum_{i=1}^k w_{ji} = 1$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”

W_j = the weight of factor “j” as specified in the PDS

n = the number of Factors

and $\sum_{j=1}^n W_j = 1$

B. Financial Part

1. Margin of Preference

If the PDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The request for proposals document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Proposals to give effect to such preference.
- (b) After Proposals have been received and reviewed by the Employer, responsive Proposals shall be classified into the following groups:
 - (i) Group A: Proposals offered by domestic contractors eligible for the preference.
 - (ii) Group B: Proposals offered by other contractors.

All evaluated Proposals in each group shall, as a first evaluation step, be compared to determine the Most Advantageous Proposal, and the most advantageous proposal in each group shall be further compared with each other. If a result of this comparison, a Proposal from Group A is the Most Advantageous Proposal, it shall be selected for the award, if the Proposer is qualified. If a Proposal from Group B is the Most Advantageous Proposal, as a second evaluation step, all Proposals from Group B shall then be further compared with the Most Advantageous Proposal from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective proposal price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Proposal from Group B. If the Proposal from Group A is the Most Advantageous Proposal, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

2. Evaluation of Financial Part (ITP 40.1(f))

The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITP 40.1(f) of the PDS]*

(a) Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.76. No credit will be given for earlier completion.

Or

Time to complete the Works from the Commencement Date shall be between _____ minimum and _____ maximum. The adjustment rate in the event of completion beyond the minimum period shall be _____ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Proposals offering a completion date beyond the maximum designated period shall be rejected.

(b) Life Cycle Costs

*[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the Works are estimated to be considerable in comparison with the initial cost and may vary among different Proposals. It shall be evaluated on a net present value basis. If **life** cycle costing is to be applied for proposal evaluation, the Employer shall specify the relevant information on its application here:]*

[State either life cycle costing “shall” or “shall not apply”. If life cycle costing applies for proposal evaluation, the methodology and the information expected from Proposers shall be specified]

The factors for calculation of the life cycle cost are:

- (i) number of years for life cycle: ____ *[Insert number of years]*,
- (ii) operating costs *[state how they will be determined]*,
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation *[state how they will be determined]*, and
- (iv) Discount rate: _____ *[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

(c) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

.....

 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Proposal Cost (C).”

(d) Multiple Contracts (ITP 40.3)

If not applicable state ‘Not Applicable’

If in accordance with **ITP 1.1**, Proposals are invited for more than one lot, the contract will be awarded to the Proposer or Proposers with the Most Advantageous Proposal for the individual lots.

However, if a Proposer, with Proposals that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Proposers are qualified.

[Note - Example of the above scenario: A Proposer who was initially selected for either Lot A or Lot B but not both submits Proposals for Lots A and B. These two Proposals are substantially responsive and get the highest total score for Lot A and Lot B respectively. In such a case, a decision has to be made on whether this Proposer should be awarded Lot A or Lot B by considering the combined scores of Proposers for Lot A and Lot B.]

Cross discounts for award of multiple lots will not be considered.

(e) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

C. Combined Evaluation

The Employer will evaluate and compare the Proposals that have been determined to be substantially responsive.

An Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Proposal:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Proposal Cost

C_{low} = the lowest of all Evaluated Proposal Cost among responsive Proposals

T = the total Technical Score awarded to the Proposal

T_{high} = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals

X = weight for Cost as specified in the PDS

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

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Proposal Forms

Letter of Proposal - Technical Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the first envelope “TECHNICAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

RFP No.: *[insert number of RFP process]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[Employer insert: **name and address of Employer**]*

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) The Financial Part.

Having examined the RFP Documents, including any Addenda issued in accordance **with ITP 8**, we, the undersigned, offer to execute the Works on EPC/Turnkey basis to _____, in full conformity with the said RFP Documents, and any Addenda.

We undertake, if our Proposal is accepted, to commence the Works and achieve Completion within the respective times stated in the RFP Documents.

We hereby certify that we, including any subcontractors or manufacturers for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITP 4.6];*

Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1.	
2.	
3.	

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal - Technical Part) and enclosures, until [insert day, month and year in accordance with PDS 20.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:

****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

**: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Letter of Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the second envelope “FINANCIAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

RFP No.: *[insert number of RFP process]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[Employer insert: **name and address of Employer**]*

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

Having examined the RFP Documents, the Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to execute the Works on EPC/Turnkey basis to _____, in full conformity with the said RFP Documents, and any Addenda for the Proposal Price, excluding any discounts offered as follows:

[Insert one of the options below as appropriate]

Option 1, in case of one lot: Proposal Price: *[insert the proposal price in words and figures, indicating the various amounts and the respective currencies];*

Or

Option 2, in case of multiple lots: (a) Proposal Price of each lot *[insert the proposal price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Proposal Price of all lots (sum of all lots) *[insert the total proposal*

price price of all lots in words and figures, indicating the various amounts and the respective currencies];

The discounts offered and the methodology for their application is:

- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

If our Proposal is accepted, we undertake to provide an advance payment security, and a Performance Security *[and an Environmental and Social (ES) Performance Security. **Delete if not applicable**]* in the forms, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal – Financial Part) and the enclosures listed below, until [insert day, month and year in accordance with PDS 20.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

**: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Appendix to Proposal

Schedule of Cost Indexation

[Note to Employer: It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. According to GC 13.7, which requires that the schedule(s) for cost indexation shall be included in the Particular Conditions (which in turn refers to the Appendix to Contract Agreement, for better organization of the contract document), when finalizing the contract document, please ensure that the finalized Schedule of Cost Indexation is attached as an appendix to the Contract Agreement.]

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

If in accordance with GC 13.7, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

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

where:

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

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

“ b ”, “ c ”, “ d ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials (*particular care should be taken in the calculation of the weightings/ coefficients (“ a ”, “ b ”, “ c ”,...) the total of which must not exceed unity*);

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

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

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Employer's Representative. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

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

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

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

Appendix to Proposal

Table of Adjustment Data

[In Tables A, B, and C, below, the Proposer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Proposer's related currency amount	Proposer's proposed weighting
	Nonadjustable	—	—	—	a: _____* b: _____* c: _____* d: _____* e: _____*
Total					1.00

[To be entered by the Employer. Whereas “a” should a fixed percentage, b, c, d and e should specify a range of values and the Proposer will be required to specify a value within the range such that the total weighting = 1.00]*

Table B. Foreign Currency (FC)

State type: *[If the Proposer is allowed to receive payment in foreign currencies this table shall be used. If Proposer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]*

Index code	Index description	Source of index	Base value and date	Proposer's related source currency in type/amount	Equivalent in FC1	Proposer's proposed weighting
	Nonadjustable	—	—	—		a: _____ * b: _____ * c: _____ * d: _____ * e: _____ *
Total						1.00

[To be entered by the Employer. Whereas “a” should a fixed percentage, b, c, d and e should specify a range of values and the Proposer will be required to specify a value within the range such that the total weighting = 1.00]*

Table C. Summary of Payment Currencies

Table: Alternative A

For *[insert name of Section of the Works]*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Proposal Price (PP) $\frac{100 \times C}{TPP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Proposal Price (excluding provisional sums)				100.00

Table: Alternative B

[To be used only with Alternative B Prices directly quoted in the currencies of payment. (ITP 16.1)]

Summary of currencies of the Proposal for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Proposal prices (excluding provisional sums)</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	

Proposal Prices and Payments

[See ITP 15.1 of the Proposal Data Sheet if any adaptation is needed to the text below]

[Subject to any adjustments, in accordance with the Contract, the total lump sum Proposal Price covers the entire Contractor's obligations under the Contract. The cost of any items that the Proposer may have omitted is deemed to be included in the total (lump sum) Proposal price and will not be paid for separately by the Employer.

[The Employer should revise appropriately and include proposal price forms that are applicable for the Works, and delete the others].

¹Sample Schedule of Rates and Prices (Breakdown of Prices)

Priced Activity Schedule Table

[To be completed by the Proposer (more tables to be used as appropriate)]

Activity No.	Description of Activity	Activity Price
1.	Design Services	
2.	Mobilization	
3.	Material Supplies at Site	
4.	Construction and Erection	
5.	Tests on Completion	
6.	Operations and Maintenance <i>[if specified in the Employer's Requirements]</i> Year 1 Year 2 Year 3.....	
7.	Etc.	
	Total price of Activities carried forward to Grand Summary, Page ____	

¹ Sample Schedule has been added for guidance. If it is decided to include it in the RFP document, this may be tailored to the specific requirement.

Sample Priced Sub-activity Schedule Table

(Breakdown of Prices)

[to be completed by the Proposer (more tables to be used as appropriate)]

Activity: _____

Sub-activity No.	Description of Sub-activity	Sub-activity Price
1.	
2.	
3.	
4.		
5.		
6.		
7.	Etc.	
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____	

¹SAMPLE SCHEDULE FOR PAYMENTS**Currency Wise Break-Up of Priced Sub-activity Schedule for Payment**

Sub-activity	Weightage of Sub-activity/Activity Cost A=B+C+D+E	Breakup % of Column 2 for Various Currencies for Payment			
		Foreign Currency #1 (%)	Foreign Currency #2 (%)	Foreign Currency #3 (%)	Local Currency (%)
		B	C	D	E
(1)	(2)	(3)	(4)	(5)	(6)
<i>Note: The total of percentages given in column (3) to (6) in the table should be 100%. In case the total is not 100%, the figures in column (3) to (6) shall be adjusted pro rate. Any arithmetical error in the break-up percentage of the Sub-activity Cost shall be corrected before signing of the Agreement.</i>					
Break down of Prices - Activity 1					
1.1	100%				
1.2	100%				
1.3	100%				
1.4	100%				
1.5	100%				
Break down of Prices - Activity 2					
2.1	100%				
2.2	100%				
2.3	100%				
Etc.					

¹ Sample Schedule has been added for guidance. If it is decided to include it in the RFP document, this should be tailored to the specific requirement.

Sample Price Schedule for Payment

Apportionment of Contract Price for Payments According to Activity

Sub-activity	Description	Weightage (%)
(1)	(2)	(3)
Activity 1: Weightage in % to Contract Price excluding provisional sums – 6.4%		
1.1		
1.2		
1.3		
1.4		
1.5		
	Total for Activity 1	100%
Activity 2: Weightage in % to Contract Price excluding provisional sums – 12.3%		
2.1		
2.2		
2.3		
	Total for Activity 2	100%
Total weightage for all Activities [Activity 1 (6.4%), Activity 2 (12.3%), Activity 3 (...%), Activity 4 (...%) Activity N (...%)]		100

Note 1: The Activities, Sub-activities and details of the scope indicated above shall be read in conjunction with the applicable Employer's Requirements.

Note 2: Weightages in % to Contract Price excluding provisional sums for all Activities put together shall be 100%

Daywork Schedule

[Note to the Employer:

For work of a minor or incidental nature, the Employer may instruct that a variation shall be executed on a daywork basis. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. If a Daywork Schedule is to be included in the RFP documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Proposal Summary in order to make the basic Schedule of Daywork Rates competitive.

If a Day work schedule is not included, Sub-Clause 13.5 of the General Conditions will not apply].

Reference is made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the *Employer*. Proposers shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the *Employer*. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Proposal Price. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Schedule of Daywork Rates: 1. Labour

[illegible]

a. To be entered by the Proposer.

[illegible]

a. To be entered by the Proposer.

Schedule of Daywork Rates: 3. Contractor's Equipment

[illegible]

a. To be entered by the Proposer.

Daywork Summary

	<i>Amount^a</i> ()	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Proposal Summary(B), p. _____)	_____	_____

a. The Employer should insert local currency unit.

Specified Provisional Sums

<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1		
2		
3		
4	<i>[To be entered by the Employer]</i> provisional sums for the Employer's portion of DAAB costs	
	<i>[To be entered by the Employer; Delete if not applicable:]</i> Provisional sums for any specific ES outcomes.	
etc.		
Total for Specified Provisional Sums (carried forward to Grand Summary (C), p. _____)		_____

Grand Summary

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
<i>Lumpsum price excluding provisional sums offered by the Proposer</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	
<i>Specified Provisional Sumsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</i>
<i>Sub Total (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>[sum]</i>
<i>Proposal Price (D + E) (Carried forward to Letter of Proposal)</i>	<i>(F)</i>	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Employer in accordance with Clause 13.4 and 13.5 of the General Conditions, except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions Part B shall apply.

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded.

Technical Proposal Forms

1. Design Methodology
2. Method Statement for Key Construction Activities
3. Mobilization Schedule
4. Construction and/or Erection Management Strategy
5. Code of Conduct
6. Work Program
7. Contract Personnel Organization Chart
8. Risk Assessment
9. Operation and Maintenance [if applicable]
10. Contractor's Equipment
11. Others

Design Methodology

The Proposer shall submit a design methodology which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) Proposed design deliverables [*Employer to specify mandatory requirements appropriate to good international industry practice e.g. drainage, and temporary/permanent access for road projects*];
- (c) design statement setting out how the Employers Requirements will be achieved;
- (d) Any added value the Proposer will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - iii. [*details of any exceptions in the conceptual design taken to the Employer's Requirements*];
- (f) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Proposer's approach and commitment to sustainable design and construction practices;
- (g) strategy for gathering baseline ES information in time to inform design development;
- (h) details of how the ES requirements, and any proposal to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- (j) value engineering (value management) arrangements, including consideration of ES issues; and
- (k) [*modify/include any other relevant information, as appropriate.*]

[The employer may consider limiting the design methodology submission e.g. "The design methodology submission shall comprise no more than 20 sides of A4 text"]

Method Statement for Key Construction Activities

The Proposer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

[The Employer shall identify the key risks/ construction activities relevant to the contract.

- 1.
- 2.
- 3.
- 4.

The Employer may consider limiting the length of the method statement for each activity e.g. 4 sides A4]

Mobilization Schedule

[insert Mobilization Schedule]

Construction and/or Erection Management Strategy

The Proposer shall submit a construction and/or erection management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction and erection management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) proposals for training all personnel attending site;
- (d) stakeholder engagement;
- (e) obtaining and managing consents, permits and approvals;
- (f) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (g) construction phasing proposals including sequence of work and management of conflicting activities;
- (h) erection strategy including sequence of work, safety considerations, pre-commissioning testing and management of conflicting activities;
- (i) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- (j) risk management approach for geotechnical and subsurface aspects of the Works;
- (k) quality management system including a draft of the quality management plan;
- (l) sustainability aspects demonstrating the Proposer's approach and commitment to sustainable construction and erection practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (m) preparation, approval and implementation of the Contractor's environmental and social management plan;
- (n) preparation, approval and implementation of the Contractor's occupational and community health and safety management plan;
- (o) grievance redress mechanisms;
- (p) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions – Special Provisions Sub-Clause 4.20 and Part D-Environmental and Social (ES) Metrics for Progress Reports;
- (q) arrangements for testing upon completion of the works;
- (r) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- (s) *[modify/include any other relevant information, as may be appropriate.]*

Code of Conduct for Contractor’s Personnel (ES) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the RFP documents.

Note to the Proposer:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Proposer may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Proposer shall initial and submit the Code of Conduct form as part of its proposal.

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Work Program

The Proposer shall set out a work program for design and construction of the Works (and for operation and/or maintenance of the Works, if applicable), including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall include the:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works and/or Erection within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions- Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB; and
- (g) Outline work program for operation and/or maintenance of the Works, if applicable;
- (h) *[modify as appropriate.]*

Contract Personnel Organization Chart

The Proposer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.

Risk assessment

The Proposer should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

FORM EQU

Contractor's Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Proposer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Proposer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

A separate Form shall be prepared for each item of equipment proposed.

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

Omit the following information for equipment owned by the Proposer.

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

Personnel

FORM PER -1

Key Personnel qualifications and resource schedule

Proposers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Proposers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	Title of position	Name of candidate	
1.	<i>[Contractor's Representative]</i>		
Key Personnel for Design			
2.	<i>[Design Manager]</i>		
3.	<i>[Environmental Impact Assessment Specialist]</i>		
4.	<i>[Social Impact Assessment Specialist]</i>		
5.	<i>[Health and Safety Specialist]</i>		
6.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
7.	<i>[Modify/add others as appropriate]</i>		
Key Personnel for Construction and Installation			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
13.	<i>Survey Manager</i>		
14.	<i>[Sexual Exploitation, Abuse and Harassment Expert(s)]</i> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation,</i>		

	<i>sexual abuse and sexual harassment cases]</i>		
15.	<i>[Quality Management Specialist]</i>		
16.	<i>[Testing and Commissioning Specialist]</i>		
17.	<i>[Modify/add others as appropriate]</i>		
<i>Key Personnel for Operation and Maintenance [if applicable]</i>			
18.	...		
19.	...		
20.	/...		

FORM PER-2:

Resume and Declaration

Contractor's Representative and Key Personnel

Name of Proposer

Position [#1]: <i>[title of position from Form PER-1]</i>
--

Personnel information	Name:	Date of birth:
	Address:	E-mail:

	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	

Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Proposal:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Proposal evaluation;
- (b) my disqualification from participating in the Proposal;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Proposer:

Signature: _____

Date: (day month year): _____

Subcontractors

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated. For any additional subcontractor (that is not the Specialized Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITP 17.3), Proposers are free to propose more than one Subcontractor for each activity/subactivity.

Activity/Sub-Activity	Proposed Subcontractors/Manufacturers/ Suppliers	Nationality

[Note: Parts of the Works for which subcontracting is not permitted are specified in the Particular Conditions Part A-Contract Data Sub-clause 4.4(b)]

Qualification Forms

Form ELI 1.1

Proposer Information Sheet

Date: _____

RFP No.: _____

Page _____ of _____ pages

1. Proposer's Legal Name
2. In case of JV, legal name of each party:
3. Proposer's actual or intended Country of Registration:
4. Proposer's Year of Registration:
5. Proposer's Legal Address in Country of Registration:
6. Proposer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITP 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITP 4.6, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Proposer is not under the supervision of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under PDS ITP 53.1, the successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Form ELI 1.2

Party to JV Information Sheet

Date: _____

RFP No.: _____

Page _____ of _____ pages

1. Proposer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under PDS ITP 53.1, the successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form CON – 2

Historical Contract Non-Performance, and Pending Litigation

[This form should be used only if the information submitted at the time of initial selection requires updating. The following table shall be filled in for the Proposer and for JVs, each member of the Joint Venture]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria of the Initial Selection document			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Form CON – 3

Environmental and Social Performance Declaration

[This form should be used only if the information submitted at the time of initial selection requires updating. The following table shall be filled in for the Proposer and for JVs, each member of the Joint Venture and each Specialized Subcontractor]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Initial Selection document			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CCC

Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN 3.3

Financial Resources

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

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Others

Commercial or contractual aspects of the RFP documents that the Proposer would like to discuss with the Employer during clarifications.

Form of Proposal Security – Demand Guarantee

Beneficiary: _____

Request for Proposals No: _____

Date: _____

PROPOSAL GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Proposal (hereinafter called “the Proposal”) for the execution of _____ under Request for Proposals No. _____ (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Proposals must be supported by a Proposal guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Proposal prior to the Proposal validity expiry date set forth in the Applicant’s Letter of Proposal (“the Proposal Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, an Environmental and Social (ES) Performance Security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s RFP document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, an Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the RFP process; or (ii) twenty-eight days after the expiry date of the Proposal validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Form of Proposal-Securing Declaration

Date: _____

Proposal No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal-Securing Declaration.

We accept that we will automatically be suspended from being eligible for submitting proposals or bidding in any contract with the Employer for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn our Proposal prior to the expiry date of the Proposal validity specified in the Letter of Proposal or any extended date provided by us; or
- (b) having been notified of the acceptance of our Proposal by the Employer prior to the expiry date of the Proposal validity in the Letter of Proposal or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, an Environmental and Social (ES) Performance Security, in accordance with the ITP 54.

We understand this Proposal-Securing Declaration shall expire if we are not the successful Proposer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Proposer; or (ii) twenty-eight days after the expiry date of the Proposal validity.

Name of the Proposer* _____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer** _____

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**: Person signing the Proposal shall have the power of attorney given by the Proposer attached to the Proposal

[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITP 4.8 and 5.1, for the information of the Proposers, at the present time firms, goods and services from the following countries are excluded from this RFP process:

Under ITP 4.8 (a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITP 4.8 (b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 –EMPLOYER’S REQUIREMENTS

Section VII – EMPLOYER’S REQUIREMENTS

Employer’s Requirements

Notes on preparing the Employer’s Requirements

This Section contains the Scope, site information, the Specifications, the Drawings, the ES requirements, Supplementary Information that describe the Works and Forms to be used during the implementation of the contract.

*This is a “single responsibility contract”. **The Employer is not expected to invite proposals with detailed design and technical specifications. However, the Employer does and must know what it wants and must communicate its needs to the Proposers. Hence, this section on Employer’s Requirements replaces the usual Technical Specifications of a more traditional approach.***

*To enable Proposers to offer appropriate solutions, the Employer should specify the purpose for which the Works are intended (see also Sub- Clause 4.1 of the Conditions of Contract) and its particular requirements as clearly as possible. **The Employer’s requirements must therefore, specify exactly the particular requirements for the completed Works.** It will also be necessary to specify the tests that will be carried out on completion of the Works to verify compliance with the requirements specified.*

The Employer may perform appropriate front-end tasks (such as geotechnical/environmental investigations and permit acquisitions) to enable the Employer to: (a) develop a realistic understanding of the contract’s scope and budget; and (b) furnish Proposers with information that they can reasonably rely upon in establishing their price and other commercial decisions.

*While defining the Employer’s Requirements, **care must be taken to avoid over specifying details** to the extent that the flexibility and potential benefits associated with a “single responsibility turnkey” approach is seriously eroded or threatened. As the contractor is expected to do the engineering, procurement and construction on a turnkey basis, the Employer should provide the quality, design and/or other performance parameters, technical and evaluation criteria, functional requirements, fixtures, fittings, equipment, supply of certain items, such as consumables, the key personnel (if any), and requirements for the completed works, and any limitations which the Employer wishes to impose.*

The Employer’s Requirements should clarify the extent to which the Works are to be fully equipped, ready for operation, with spare parts and consumables provided for operation (for a specified period), typically by the Employer. If the Contractor is required to operate the Works, either for a “trial operation” in accordance with Sub-Clause 9.1 or for some years of operation, this should be specified and detailed in the Employer’s Requirements..

Any applicable guarantees required by the Employer for performance of the Works and the applicable performance damages should be clearly specified in the Schedule of Performance Guarantees.

The Employer’s requirements should specify the Contractor’s Documents stated in the General Conditions (Sub-Clause 5.2) that are required and their submission/review procedures.

The Employer’s Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials performance and/or functions of the Works. The Employer’s Requirements should stipulate that all goods and materials to be incorporated in the Works are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.

Care must be taken when drafting the Employer’s Requirements to ensure that the requirements are not restrictive. Country’s technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards applicable to the Works, or defined by applicable Laws should be specified in the Employer’s Requirements. It should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable.

For such a turnkey contract, no detail drawings would be available. The Employer may, however, include an outline design (and drawings of outline design), as appropriate, to supplement or help explain the general concept of the Employer’s needs. Proposers should be advised the extent to which the Employer’s outline design is a suggestion or a requirement.

Any portions of the Employer’s Requirements, and/or data and information provided by (or on behalf of the Employer), which are to be immutable or are to be the responsibility of the Employer, should be clearly stated in the Employer’s Requirements.

*The Employer’s Requirements should include, **as appropriate**, information of a technical nature for the following non-exhaustive list of Sub-Clauses of General Conditions that make express reference to matters to be included in the Employer’s Requirements. However, it may also be necessary under other Sub-Clauses for the Employer to give specific information in the Employer’s Requirements (for example, under Sub-Clause 7.2 [Samples]). For additional information to be included in regards to Environmental and Social (ES) aspects, please see “Environmental and Social Requirements below”.*

Sub-Clause No.	Information required
1.8	Care and Supply of Documents
1.12	Compliance with Laws
2.1	Right of Access to the Site
2.5	Site Data and Items of Reference
2.6	Employer-Supplied Materials and Employer’s Equipment
4.1	Contractor’s General Obligations
4.5	Nominated Subcontractors
4.6	Co-operation

Sub-Clause No.	Information required
4.8	Health and Safety Obligations
4.9	Quality Management and Compliance Verification Systems
4.16	Transport of Goods
4.18	Protection of the Environment
4.19	Temporary Utilities
4.20	Progress Reports
5.1	General Design Obligations
5.2	Contractor’s Documents <i>[As appropriate, specify which Contractor’s Documents the Employer requires the Contractor to prepare and identify which of the Contractor’s Documents the Employer requires the Contractor to submit to the Employer for Review. As appropriate, also include any applicable requirements for mandatory review/checking and/or verification of, for example, design of structural elements by competent authorities or professionals. If so, include: (i) the processes required and whether, and to what extent, such reviews and/or verification of an element of design (and the Contractor’s documents associated with such element) shall replace the Employer’s Review under this Sub-Clause.]</i>
5.4	Technical Standards and Regulations
5.5	Training
5.6	As-built Records
5.7	Operation and Maintenance Manuals
6.1	Engagement of Staff and Labour
6.6	Facilities for Staff and Labour
6.7	Health and Safety of Personnel
6.12	Key Personnel
7.3	Inspection
7.4	Testing by the Contractor
7.8	Royalties
8.3	Program
9.1	<i>(Tests on Completion)-</i> Contractor's Obligations
10.2	Taking Over of Parts of the Works
11.11	Clearance of Site
12.1	Procedure for Tests after Completion

*Any additional **sustainable procurement** technical requirements (beyond the ES requirements stated in the Environmental and Social Requirements section below) shall be clearly specified. Please refer to the Bank’s Procurement Regulations for IPF Borrowers and Sustainable procurement guidance notes for further information. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/fail basis and/or rated criteria (point system), as appropriate. To encourage Proposers’ innovation in addressing sustainable procurement requirements, as long as the Proposal evaluation criteria specify the mechanism for monetary adjustments and/or rated criteria evaluation for the purpose of Proposals comparison, Proposers may be invited to offer Works that exceed the specified minimum sustainable procurement requirements.*

Environmental and Social (ES) requirements

[The Employer’s team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.]

The Employer should attach or refer to the Employer’s environmental and social, policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions-Special Provisions Sub-Clause 4.20.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual assault, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their*

- concerns, with special regard for vulnerable, disabled, and elderly people;*
8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
 9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ES REQUIREMENTS

In preparing detailed specifications for ES requirements, the specialists should refer to and consider:

- *relevant project reports*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- *SEA prevention and management.*

The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working.

The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions and Particular Conditions.

SPECIFIED PROVISIONAL SUMS FOR ES OUTCOMES

The total of the prices of the activities in the Activity Schedule is the Proposer’s offer to complete the works on a “single responsibility” basis. This includes all of the Contractor’s ES obligations under the Contract.

Provisional sums may be specified by the Employer for achieving specific ES outcomes. (e.g. for HIV counselling service, and SEA awareness and sensitization or to encourage the contractor to deliver ES outcomes beyond the requirement of the Contract).

Scope of the Works

[Depending on the need, the Scope of the Works may vary widely and may include:

(i) the purpose(s) for which the Works are intended, quality, design and/or other performance parameters, technical and evaluation criteria, functional requirements, fixtures, fittings, equipment, supply of certain items, such as consumables, the key personnel (if any), and requirements for the completed works;

(ii) the extent to which the Works are to be fully equipped, ready for operation, with spare parts and consumables provided for operation (for a specified period), typically by the Employer. The Contractor may also be required to operate the Works, either for a few months' trial operation or for some years of operation, if specified in the Employer's Requirements]

Site Information

The information may include:

- *Topographic survey*
- *Environmental and social baseline data*
- *Ground investigation data*
- *Ground condition information*
- *Utility records*
- *Land ownership information*
- *Details of known accommodation works requirements*
- *Ground water, surface water and hydrological information e.g.*
- *Climatic and environmental conditions*
- *Statutory planning and zoning constraints*
- *Orders consents permits, licenses and compliance requirements*
- *As built records of existing infrastructure*
- *Details of any risks or hazards*
- *Any other physical constraints*

[Any other relevant site information]

Contractor’s Representative and Key Personnel

[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

Contractor’s Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	<i>[Contractor’s Representative]</i>	<i>e.g. degree in relevant field.</i>	<i>e.g.[years] working on road projects in similar work environments</i>
Key Personnel for Design			
2.	<i>[Design Manager]</i>		
3.	<i>[Environmental Impact Assessment Specialist]</i>		
4.	<i>[Social Impact Assessment Specialist]</i>		
5.	<i>[Health and Safety Specialist]</i>		
6.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
7.	<i>[Modify/add others as appropriate]</i>		
Key Personnel for Construction and Installation			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
13.	<i>[Survey Manager]</i>		
14.	<i>[Sexual Exploitation, Abuse and Harassment Expert(s)] [Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>

15.	<i>[Quality Management Specialist]</i>		
16.	<i>[Testing and Commissioning Specialist]</i>		
17.	<i>[Modify/add others as appropriate]</i>		
<i>Key Personnel for Operation and Maintenance [if operation and maintenance services is required and appropriately specified]</i>			
18.	...		
19.	...		
20.	...		

Specifications

Drawings

[For an EPC/Turnkey contract, the Employer is not expected to invite proposals with detailed drawings. The Employer may, however, include an outline design (and drawings of outline design), as appropriate, to supplement or help explain the general concept of the Employer's needs. Proposers should be advised the extent to which the Employer's outline design is a suggestion or a requirement.]

Supplementary Information

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions (GC)

Silver Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the Bank’s COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for EPC/Turnkey Projects*” must be obtained from FIDIC.

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Section IX - Particular Conditions

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Particular Conditions**Part A - Contract Data**

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.17	_____ % <i>[Note: if this % is not given, then default 5% shall apply]</i>
Defects Notification Period (DNP)	1.1.24	_____ days <i>[days after the Date of Completion of the Works or Section (or part of the Works)]</i>
The Employer's Representative	1.1.30	
Site	1.1.67	<i>[Describe any other places as forming part of the Site]</i>
Time for Completion	1.1.76	_____ days <i>[If Sections are to be used specifying different dates for completion, refer to Table: Definition of Sections below]</i>
Bank's name	1.1.82	
Borrower's name	1.1.83	
Milestones	1.1.85	<i>If Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table: Summary of Milestones below</i>
Electronic transmission system	1.3 (a)(ii)	
Address of Employer for communications	1.3 (d)	
Address of Employer's Representative for communications	1.3 (d)	
Address of Contractor for communications	1.3 (d)	

Conditions	Sub-Clause	Data
Governing Law	1.4	
Ruling language	1.4	
Language for communications	1.4	
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of letter of acceptance
Number of additional paper copies of Contractor's Documents	1.8	
Total liability of the Contractor to the Employer under or in connection with the Contract	1.14	_____ (sum)
Time for access to the Site	2.1	<p><i>[Ideally, the right of access to and possession of all parts of the Site shall be given by the Commencement Date. If this is the case, insert: "No later than the Commencement Date"</i></p> <p><i>[If it is not practical or feasible to give the right of access to and possession of all parts of the Site by the Commencement Date, select either of the following options and delete the remaining text in this Particular Conditions, Sub-Clause 2.1:</i></p> <p><i>Option 1</i></p> <p><i>"No later than the Commencement Date, except for the following parts (include description of parts concerned) in a time and manner stated in the Employer's Requirements."</i></p> <p><i>Option 2</i></p> <p><i>"No later than the Commencement Date, except for the following parts (include description of parts concerned): within such times as may be required to enable the Contractor to proceed in accordance with the Program or, if there is no Program at that time, the initial program submitted under Sub-Clause 8.3 [Program"]]</i></p>

Conditions	Sub-Clause	Data
Performance Security	4.2	The performance security will be in the form of a _____ [<i>insert either one of “demand guarantee” or “performance bond”</i>] in the amount(s) of [<i>insert related figure(s)</i>] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	<p><i>[Delete this provision if ES Performance Security is not required]</i></p> <p>The ES Performance Security will be in the form of a [<i>“demand guarantee” or “performance bond”</i>] in the amount(s) of [<i>insert %figure(s) normally 1% to 3%</i>] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[The sum of the total “demand guarantees” (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]</i></p>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	_____ %
Parts of the Works for which subcontracting is not permitted	4.4(b)	
<p><i>[Delete if the Contractor is not required to give such a Notice to the Employer]</i></p> <p>Subcontractors for which the Contractor shall give Notice before:</p> <p>(i) intended appointment</p> <p>(ii) intended commencement of work and</p>	4.4	<p>_____</p> <p>_____</p>

Conditions	Sub-Clause	Data
(iii) intended commencement of work on Site		_____
Period of payment for temporary utilities	4.19	_____ days
Number of additional paper copies of progress reports	4.20	
Normal working hours	6.5	
Number of additional paper copies of program	8.3	
Delay Damages payable for each day of delay	8.8	_____ % of the Accepted Contract Amount per day, less provisional sum, for DAAB. <i>[If Sections are to be used, refer to Table: Definition of Sections below]</i>
Maximum amount of Delay Damages	8.8	_____ % of the Accepted Contract Amount, less provisional sum, for DAAB. <i>[normally not exceeding 10%]</i>
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	_____ %
Total Advance Payment	14.2	_____ % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable <i>[Insert number and timing of installments if applicable]</i>
Period of payment of Advance Payment to the Contractor	14.2.2	_____ days <i>[insert number of days, normally 28 days]</i>

Conditions	Sub-Clause	Data
Repayment of Advance Payment	14.2.3	(a) exceeds _____% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums (b) deductions shall be made at the amortisation rate of _____% <i>[provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment]]</i>
Period of payment	14.3	
Number of additional paper copies of Statements	14.3(b)	
Percentage of retention	14.3(iii)	_____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	_____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ <i>[list]</i> .
	14.5(c)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when delivered to the Site _____ <i>[list]</i> .
Minimum amount of interim payment	14.6.2	_____ % of the Accepted Contract Amount.
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 <i>[Interim Payment]</i>	14.7(b)(i)	_____ days <i>[insert number of days, normally 56 days]</i>

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	14.7(b)(ii)	_____ days [insert number of days, normally 28 days]
Period for the Employer to make final payment to the Contractor	14.7(c)	_____ days [insert number of days, normally 56 days]
Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	_____ %
Number of additional paper copies of draft Final Statement	14.11.1(b)	
Currencies of Payment	14.15	
Proportions or amounts of Local and Foreign Currencies are Local Foreign	14.15(a)(i)	
Currencies and proportions for payment of Delay Damages	14.15(c)	
Rates of exchange	14.15(g)	
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	<p>insurance required for the Works: _____</p> <p>insurance required for Goods: _____</p> <p>insurance required for liability for breach of professional duty: _____</p> <p>insurance required against liability for fitness for purpose (if any is required): _____</p> <p>insurance required for injury to persons and damage to property: _____</p> <p>insurance required for injury to employees: ____</p> <p>other insurances required by Laws and by local practice:</p> <p>_____</p> <p>_____</p> <p>_____</p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2(1)(b)	_____ %
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2(1)(iv)	
Extent of insurance required for Goods	19.2.2	
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	

Conditions	Sub-Clause	Data
Insurance required against liability for fitness for purpose	19.2.3(b)	yes/ no <i>[delete as appropriate]</i>
Period of insurance required for liability for breach of professional duty	19.2.3	
Amount of insurance required for injury to persons and damage to property	19.2.4	
Other insurances required by Laws and by local practice (give details)	19.2.6	
Time for appointment of DAAB member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	<p>Either: One sole Member or: Three Members</p> <p><i>[For a Contract estimated to cost above US\$ 50 million, the DAAB shall comprise of three members. For a Contract estimated to cost between US\$ 20 million and US\$ 50 million, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than US\$ 20 million, a sole member is recommended.]</i></p>
<p>List of proposed members of DAAB</p> <ul style="list-style-type: none"> - proposed by Employer - proposed by Contractor 	21.1	<p>Proposed by Employer <i>[Attach CVs to the bidding document and the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Proposed by Contractor <i>[Attach CVs to the Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

Conditions	Sub-Clause	Data
Appointment (if not agreed) to be made by	21.2	<i>[Insert name of an international organization or official as the appointing entity or official]</i>
Rules of arbitration	21.6(a)	<p>Sub-Clause 21.6(a) of PART B – Special Provisions <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[Insert rules of arbitration if different from those of the International Chamber of Commerce]</i></p> <p><i>[Sub-Clause 21.6 (a) shall be retained in the case of a Contract with a foreign Contractor or Sub-Clause 21.6 (b) shall be retained in the case of a Contract with a domestic Contractor. The determination of whether a Contractor (as an individual firm or as a Joint Venture) is foreign or domestic for the purposes of this sub-clause, will be made by reference to the criteria set forth in the footnote for ITP 50.1 of the Instructions to Proposers.]</i></p>
	21.6(b)	<p>Sub-Clause 21.6(b) of PART B – Special Provisions <i>[insert either “shall” or “shall not”]</i> _____ apply.</p>
Place of arbitration	21.6(a)	<i>[insert place of arbitration if 21.6(a) of PART B – Special Provisions applies]</i>

Table: Definition of Sections (if any)

Section Name/Description (Sub-Clause 1.1.66)	Value: Percentage* of Contract Price (Sub- Clause 14.9)	Time for Completion (Sub-Clause 1.1.76)	Damages for Delay (Sub-Clause 8.8)

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Table: Summary of Milestones (if any)

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.85)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
	_____ days	_____ %
	_____ days	_____ %
	_____ days	_____ %

Maximum amount of Delay damages for Milestones (percent of final Contract Price): _____ %

Particular Conditions
Part B - Special Provisions

Sub-Clause 1.1.42 Key Personnel	On the third line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.43 Laws	“ Laws ” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
Sub-Clause 1.1.67 Site	The Sub-clause is replaced with: “ Site ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Sub-Clause 1.1.69 Statement	On the second line after “Payment under”, the following is added: “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable).”.
Sub-Clause 1.1.74 Tests after Completion	On the second line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.78 Variation	On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works”.
Sub-Clauses 1.1.81 to 1.1.84 are added after Sub-Clause 1.1.80	
Sub-Clause 1.1.81 ES	The following is added as Sub-Clause 1.1.81: “1.1.81 “ ES ” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).”
Sub-Clause 1.1.82 Bank	The following is added as Sub-Clause 1.1.82: “1.1.82 “ Bank ” means the financing institution (if any) named in the Contract Data.”
Sub-Clause 1.1.83 Borrower	The following is added as Sub-Clause 1.1.83: “1.1.83 “ Borrower ” means the person (if any) named as the borrower in the Contract Data.”
Sub-Clause 1.1.84 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)	The following is added as Sub-Clause 1.1.84: “1.1.84 “Sexual Exploitation and Abuse” “(SEA)” stands for the following:

	<p>Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> <p>“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.”</p>
Sub-Clause 1.1.85 Milestone	<p>“Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [<i>Milestones</i>].</p>
Sub-Clause 1.2 Interpretation	<p>1.2 (a) is replaced with: “(a) Words indicating one gender include all genders; and</p> <p>“he/she” is replaced with: “it”;</p> <p>“him/her” is replaced with “it”;</p> <p>“his” and “his/her” are replaced with: “its”;</p> <p>“himself/herself” are replaced with: “itself”.</p> <p>Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>sub-paragraph (k) is added:</p> <p>(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents” or “bidding/bid document(s)”, as applicable.”</p>
Sub-Clause 1.5 Priority of Documents	<p>The following documents are added in the list of Priority Documents:</p> <p>“(d) the Particular Conditions Part C- Fraud and Corruption;</p> <p>(e) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”</p>

	and the list renumbered accordingly:
Sub-clause 1.6 Contract Agreement	<p>The first sentence of the first paragraph of the Sub-Clause is replaced with: “ The Parties shall sign a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions.”</p> <p>The second paragraph of the Sub-Clause is replaced with the following: “If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with sub – clauses 1.13 (Joint and Several Liability).”</p>
Sub-Clause 1.11 Confidentiality	<p>The following is added at the end of the second paragraph:</p> <p>“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”</p> <p>“or” at the end of (b) is deleted.</p> <p>“or” at the end of (c) is added.</p> <p>The following is then added as (d): “is being provided to the Bank”.</p>
Sub-Clause 1.16 Inspections and Audit by the Bank	<p>The following is added as Sub-Clause 1.16:</p> <p>“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well</p>

	as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)."
Sub-Clause 2.4 Employer's Financial Arrangements	<p>The first paragraph is replaced with:</p> <p>"The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract."</p> <p>The following paragraph is added at the end of Sub-Clause 2.4:</p> <p>"In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."</p>
Sub-Clause 3.1 The Employer's Representative	In the last paragraph, "shall" is replaced with "should".
Sub-Clause 4.1 Contractor's General Obligations	<p>At the end of the second paragraph, the following is added:</p> <p>"All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank."</p> <p>The following is inserted as the last paragraphs of the Sub-clause:</p> <p>"The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Employer is satisfied that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall</p>

	<p>include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Proposal and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Employer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Employer for Review.</p> <p>The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2.2 <i>[Review by Employer]</i>.</p> <p>The Contractor shall provide relevant contract- related information, as the Employer may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:</p> <ul style="list-style-type: none"> (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Employer's Representative may reasonably request."</p>
<p>Sub-Clause 4.2 Performance Security and ES Performance Security</p>	<p>The first paragraph is replaced with: "The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply."</p> <p>In the following Sub-Clauses of the General Conditions, the term "Performance Security" is replaced with:</p>

	<p>“Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:</p> <p>2.1- Right of Access to the Site 14.2- Advance Payment 14.6- Interim Payments 14.12- Discharge 14.13– Final Payment 14.14- Cessation of Employer’s Liability 15.2- Termination for Contractor’s Default 15.5- Termination for Employer’s Convenience</p> <p>Sub-Clause 4.2.1 Contractor’s obligations The first paragraph is replaced with: “The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance. The Performance Security and ES Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the corresponding forms annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”</p> <p>Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”</p> <p>Sub-Clause 4.2.2 The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”</p> <p>Sub-Clause 4.2.3 Return of Performance Security In sub-paragraph (a) “21 days” is replaced with: “28 days”.</p>
Sub-Clause 4.3 Contractor’s Representative	<p>The following sentence is added at the end of the Sub-Clause: “If the Contractor’s Representative’s delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer.”</p>
Sub-Clause 4.4 Subcontractors	<p>The following is added at the beginning of the second paragraph:</p>

	<p>“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24.”</p> <p>The following is added at the end of the Sub-Clause 4.4:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [After Termination].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”</p>
Sub-Clause 4.5.1 Objection to nomination	<p>In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.</p> <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [<i>Payment to nominated Subcontractors</i>].”</p>
Sub-Clause 4.8 Health and Safety Obligations	<p>The second paragraph is replaced with the following:</p> <p>“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 [<i>Contractor’s Documents</i>].</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the Contract,</p> <p>(a) which shall include at a minimum:</p> <p>(i) the procedures to establish and maintain a safe working environment without risk to health at</p>

	<p>all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;</p> <p>(ii) details of the training to be provided, records to be kept;</p> <p>(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);</p> <p>(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,</p> <p>(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;</p> <p>(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and</p> <p>(b) any other requirements stated in the Employer's Requirements."</p> <p>The paragraph starting with: "In addition to the reporting requirement of..." is deleted and replaced with the addition</p>
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	to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.
Sub-Clause 4.18 Protection of the Environment	<p>The Sub-Clause is replaced with: “The Contractor shall take all necessary measures to:</p> <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Employer.”</p>
Sub-Clause 4.20 Progress Reports	<p>Sub-Clause 4.20 (g) is replaced with the following: “4.20 (g) the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”</p> <p>The following is added at the end of the Sub-Clause: “In addition to the reporting requirement of this subparagraph (g) of Sub-Clause 4.20 [Progress Reports] the Contractor shall inform the Employer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the</p>

	<p>Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause."</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>Sub-Clause 4.21 is replaced with:</p> <p>"The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (a) for keeping unauthorized persons off the Site; (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a Notice from the Employer to the Contractor; and <p>Subject to Sub-Clause 4.1, the Contractor shall submit for the Employer's No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.</p> <p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p>

	In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."
Sub-Clause 4.22 Contractor's Operations on Site	On the third line of the second paragraph before "4.17", "Sub-Clause" is added.
Sub-Clause 4.24 Code of Conduct	<p>The following is added as Sub-Clause 4.24:</p> <p>"The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations"</p>
Sub-Clause 4.26 Milestones	<p><i>[If the Employer wants to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly described in the Employer's Requirements as "Milestones" and the following Sub-Clause added.]</i></p> <p>The following Sub-Clause is added:</p> <p>If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.</p>

	<p>The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [<i>Programme</i>], the time for completion of each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [<i>Advance Warning</i>] and Sub-Clause 8.5 [<i>Extension of the Time for Completion</i>] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Contractor may apply, by Notice to the Employer's Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Employer's Representative shall, within 28 days after receiving the Contactor's Notice:</p> <ul style="list-style-type: none"> (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued. <p>The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Employer's Representative fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p>
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	<ul style="list-style-type: none"> (i) the Contractor shall, subject to Sub-Clause 20.1 [<i>Claims</i>], pay delay damages to the Employer for this default; (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate; (iii) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).
Sub-Clause 5.4 Technical Standards and Regulations	<p>The following is added as a second paragraph:</p> <p>"If so stated in the Employer's Requirements, the Contractor shall:</p> <ul style="list-style-type: none"> (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and <p>apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)</p>
Sub-Clause 6.1 Engagement of Staff and Labour	<p>On the first line, "Specification" is replaced with "Employer's Requirements".</p> <p>The following paragraph is added at the end of the Sub-Clause:</p> <p>"The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."</p>
Sub-Clause 6.2 Rates of Wages and Conditions of Labour	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>"The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the</p>

	Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”
Sub-Clause 6.5 Working Hours	The following is inserted at the end of the Sub-Clause: The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer’s Requirements.”
Sub-Clause 6.7 Health and Safety of Personnel	In the second paragraph, replace “The Contractor” with: “Except as otherwise stated in the Employer’s Requirements, the Contractor...”
Sub-Clause 6.9 Contractor’s Personnel	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; or (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES). <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [Contractor’s Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.</p>

	<p>Subject to the requirements in Sub-Clause 4.3 [Contractor's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Employer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."</p>
<p>Sub-Clause 6.12 Key Personnel</p>	<p>The following is inserted at the end of the last paragraph: "If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer."</p>
<p>Sub-Clause 6.13 – 6.26</p>	<p>The following additional sub-clauses are added:</p> <p>"6.13 Foreign Personnel</p> <p>The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p> <p>6.14 Supply of Foodstuffs</p> <p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.</p>

6.15 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of

	<p>any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>6.22 Child Labour</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer's consent. The Contractor shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none">(a) with exposure to physical, psychological or sexual abuse;(b) underground, underwater, working at heights or in confined spaces;
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- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Workers' Organizations

In countries where the relevant labour laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce."

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

	<p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements."</p> <p>6.27 Training of Contractor's Personnel</p> <p>The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8.</p> <p>As stated in the Specification or as instructed by the Employer's Representative, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.</p> <p>The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.</p>
Sub-Clause 7.4 Testing by the Contractor	The second paragraph is modified to start as: "Except as otherwise specified in the Contract, the Contractor shall...."
Sub-Clause 7.7 Ownership of Plant and Materials	The first paragraph is modified to start as: "Except as otherwise specified in the Contract, each item of"
Sub-Clause 8.1 Commencement of Works	<p>The sub-clause is replaced with the following:</p> <p>"The Employer's Representative shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Employer's Representative determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> • signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

	<ul style="list-style-type: none"> • delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]); • except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.12 [Compliance with Laws] as required for the commencement of the Works; • receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor; • constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable. <p>Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."</p>
Sub-Clause 11.7 Right of access after Taking Over	<p>In the second paragraph, "Whenever the Contractor intends to access any part of the Works or such records during the relevant DNP:" is replaced with:</p> <p>"Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works or such records:"</p>
Sub-Clause 13.3 Variation procedure	<p>Sub-Clause 13.3.1 (a) is replaced with the following:</p> <p>"(a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor and sufficient ES information to enable an evaluation of ES risks and impacts;"</p>
Sub-Clause 13.4 Provisional Sums	<p>The following is inserted as the penultimate paragraph:</p> <p>"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Employer shall be required with respect to the work of the</p>

	DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."
Sub-Clause 13.6 Adjustments for Changes in Laws	<p>In the fourth paragraph:</p> <ul style="list-style-type: none"> - at the end of sub-paragraph (ii), delete "(with detailed supporting particulars)" - at the end of this fourth paragraph, add "(with detailed supporting particulars)". <p>The following is added at the end of the Sub-Clause:</p> <p>"Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7.1 [Adjustments for Changes in Cost]."</p>
Sub-Clause 13.7 Adjustments for Changes in Cost	<p>The first paragraph stating as: " If there are no schedule(s) of cost indexation in the Particular Conditions, this Sub-Clause shall not apply."</p> <p>is replaced with:</p> <p>" If there are no schedule(s) of cost indexation in the Appendix to the Contract Agreement, this Sub-Clause shall not apply."</p>
Sub-Clause 14.1 The Contract Price	<p>[Note to the Employer: include one of the following two alternative texts as applicable]</p> <p>The following is added at the end of the sub-clause:</p> <p>[Alternative 1]</p> <p>"Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation."</p> <p>[Alternative 2]</p>

	<p>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”</p>
<p>Sub-Clause 14.2 Advance Payment</p>	<p>In Sub-Clause 14.2, the second sentence is modified as follows:</p> <p>“The amount of the advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions in which it is to be paid shall be as stated in the Contract Data.”</p> <p>In Sub-Clause 14.2.1, the first paragraph is replaced with:</p> <p>“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies</p>

	<p>equal to the advance payment, and shall submit it to the Employer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”</p> <p>In Sub-Clause 14.2.2: “ 14 days” is replaced with: “the period stated in the Contract Data”.</p> <p>the phrase in 14.2.2“(a) the Employer has received both the Performance Security and the Advance Payment Guarantee,” is modified as follows:</p> <p>“(a) the Employer has received both the Performance Security, and, if applicable, an ES Performance Security, in accordance with Sub-Clause 4.2, and the Advance Payment Guarantee,”</p> <p>The following is added at the end of the Sub-Clause 14.2.3(b):</p> <p>“, provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.”</p>
Sub-Clause 14.3 Application for Interim Payment	<p>The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i>: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”</p>
Sub-Clause 14.6.2 Withholding (amounts in) an Interim Payment	<p>“and/or” from subparagraph (b) is deleted.</p> <p>The following is added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):</p> <p>(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Employer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Employer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <p>(i) failure to comply with any ES obligations or work described in the Employer’s Requirements which</p>

	<p>may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</p> <p>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</p> <p>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Employer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
Sub-Clause 14.7 Payment	<p>The following sub-paragraph (d) is added after sub-paragraph (c):</p> <p>“(d) (i) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount due under sub-paragraphs (b) above, within 14 days after receipt of the specified statements, any discrepancy being rectified in the next payment to the Contractor.</p> <p>(ii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the Final Payment due under sub-paragraphs (c) above, within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”</p>
Sub-Clause 14.9 Release of Retention Money	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to</p>

	<p>substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> <p>If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”</p>
Sub-Clause 14.12 Discharge	On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.
Sub-Clause 15.1 Notice to Correct	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c). The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.”</p> <p>In the third para, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time</p>

	specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”
Sub-Clause 15.2 Termination for Contractor’s Default	<p>In Sub-Clause 15.2.1, sub-paragraph (h) is replaced with the following:</p> <p>“(h) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”</p>
Sub-Clause 15.8 Fraud and Corruption	<p>The following new Sub-Clause 15.8 is added:</p> <p>“15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.</p> <p>15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”</p>
Sub-Clause 16.1 Suspension by Contractor	<p>The following new paragraph is added after the paragraph ending with ‘..... and until the Employer has remedied such default’:</p> <p>“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”</p>
Sub-Clause 16.2 Termination by Contractor	<p>Sub-paragraph (i) is deleted in its entirety.</p> <p>At the end of sub-paragraph (h): “; or” is replaced with: “.”</p> <p>Sub-paragraph (e) is replaced with:</p> <p>“The Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 180 days after receiving</p>

	<p>the Letter of Acceptance, for reasons not attributable to the Contractor.”</p> <p>The following is added as penultimate paragraph in Sub-Clause 16.2:</p> <p>“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under 14.7 (d) the Interim Payment, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1, or (ii) terminate the Contract by giving notice to the Employer, such termination to take effect 14 days after the giving of the notice.”</p>
Sub-Clause 17.1 Responsibility for Care of the Works	<p>In the first paragraph: fourth and fifth lines: “Date of Completion of the Works” is replaced with “issue of the Taking-Over Certificate for the Works; - seventh line: “or Part” is deleted; -last line: “or Part” is deleted.</p>
Sub-Clause 17.3 Intellectual and Industrial Property Rights	<p>On the first line of the second paragraph, “notice” is replaced with “a Notice”.</p>
Sub-Clause 17.4 Indemnities by Contractor	<p>On the third line of the last paragraph, “or Part” is deleted.</p>
Sub-Clause 17.7 Use of Employer's Accommodation/Facilities	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer's Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost,</p>

	rectify the loss or damage to the satisfaction of the Employer.”
Sub-Clause 18.1 Exceptional Events	Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4 Consequences of an Exceptional Event	The following added at the end of Sub-Clause 18.4(b) after deleting the “.”: “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be Provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after “reasonably”.
Sub-Clause 19.2 Insurance to be provided by the Contractor	<p>The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”</p> <p>In the first paragraph of Sub-clause 19.2.3 [Liability for breach of professional duty]:</p> <p>-“if any” is deleted on the first line.</p> <p>-“part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” is replaced with “the Permanent Works”.</p> <p>The second paragraph of Sub-Clause 19.2.5 [Injury to employees] is replaced with: “The Employer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”</p>

Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	<p>Second paragraph: At the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-clause 3.3 of Appendix-General Conditions of Dispute Avoidance/ Adjudication Agreement.”</p> <p>After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”</p>
Sub-Clause 21.2 Failure to Appoint DAAB Member(s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”
Sub-Clause 21.6 Arbitration	<p>In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:</p> <p>“arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].</p> <p>(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”</p>

Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement	
Title	<p>“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.</p>
1. Definitions	<p>Sub-Clause 1.2 On both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.</p> <p>Sub-Clause 1.3</p> <ul style="list-style-type: none"> • In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with: “DAAB Agreement” is as defined under the Contract and is”. • - In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement” • - In sub-paragraph (c)(ii), replace “chairman” with “chairperson”. <p>Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub-Clauses under Clause 1 “Definitions” renumbered:</p> <p>In Sub-Clause 1.7 to 12: All instances of “DAA Agreement” are replaced with “DAAB Agreement”</p> <p>In Sub-Clause 1.8 a(i):” authorized representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorized representative of the Employer”</p>
2. General provisions	<p>Sub-Clause 2.2 is deleted in its entirety.</p>
3. Warranties	<p>Sub-Clause 3.3 is deleted and replaced with the following:</p> <p>“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she;</p> <ul style="list-style-type: none"> (a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; (b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

	<p>(c) has received formal training as an adjudicator from an internationally recognized organization;</p> <p>(d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;</p> <p>(e) has experience in the interpretation of construction and/or engineering contract documents;</p> <p>(f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and</p> <p>(g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."</p>
7. Confidentiality	In 7.3: "or" is deleted after sub-paragraph (b). In sub-paragraph (c), "." Is replaced with: "; or" and sub-paragraph (d) added as: "(d) is being provided to the Bank."
9. Fees and Expenses	In Sub-Clause 9.1 c): "business class or equivalent" is replaced with: "in less than first class"
	In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences respectively.
10. Resignation and Termination	In Sub-Clause 10.3: "the DAA Agreement" is replaced with: "a DAAB member's DAA Agreement".
Annex- DAAB Procedural Rules	
Rule 4.2	On the fourth line, replace "chairman" with "chairperson".
Rule 8.3	On the sixth line, replace "chairman" with "chairperson".
Rule 10	<p>The heading "Challenge procedure" is replaced with: "Objection Procedure".</p> <p>The following is then inserted as Rule 11.</p> <p>" Rule 11 Challenge Procedure</p> <p>11.1 If and when the objecting Party challenges a DAAB member, within 21 days of learning of the facts upon which the challenge is based, the provisions of this Rule shall apply. Any challenge is to be decided by the International Chamber of Commerce (ICC) and administered by the ICC International Center for ADR.</p>

	11.2 The procedure for such challenge and information on associated charges to be paid are set out at http://fidic.org and http://iccwbo.org .”
Form of Dispute Avoidance/Adjudication Agreement	
The Title is modified from “Form of Dispute Avoidance/Adjudication Agreement” to “Form of DAAB Agreement”.	
All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.	
In C (b): “chairman” is replaced with “chairperson”.	

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening,

harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹; (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. *health and safety supervision:*
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed

(by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

- (i) number of expats housed in accommodations, number of locals;
- (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- (iii) actions taken to recommend/require improved conditions, or to improve conditions.

g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i. training:

- (i) number of new workers, number receiving induction training, dates of induction training;
- (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
- (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

- (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - (i) Worker grievances;
 - (ii) Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done):*
 - (i) dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process at an interim stage of the procurement process.]

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

For the attention of Proposer's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Proposer

Name:	<i>[insert name of successful Proposer]</i>
Address:	<i>[insert address of the successful Proposer]</i>
Contract price:	<i>[insert contract price of the successful Proposer]</i>
Total combined score:	<i>[insert the total combined score of the successful Proposer]</i>

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

Name of Proposer	Technical Score	Proposal price	Evaluated Proposal Cost (if applicable)	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Proposal price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason]*

<i>[INSTRUCTIONS; State the reason/s why <u>this</u> Proposer's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Proposer's Proposal or (b) information that is marked confidential by the Proposer in its Proposal.]</i>
--

4. How to request a debriefing

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

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

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

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

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

Further information:

For more information, see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Proposer who submitted a Proposal in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Proposer¹. In case of joint venture, the Proposer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Proposer is any natural person who ultimately owns or controls the Proposer by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer*

RFP No.: [insert number of RFP process]

Request for Proposal No.: [insert identification]

To: [insert complete name of Employer]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Proposer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Proposer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer]

Name of the Proposer: *[insert complete name of the Proposer]

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: **[insert complete name of person duly authorized to sign the Proposal]

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above] _____

Date signed [insert date of signing] **day of** [insert month], [insert year] _____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Lumpsum Turnkey Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Proposers, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with PDS ITP 53.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the RFP document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works on EPC/Turnkey basis and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Proposal
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Employer’s Requirements
 - (g) the completed Schedules
 - (h) the Proposal of the Proposer, and
 - (i) any other documents forming part of the Contract including, but not limited to:
 - i. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Appendix 1: Schedule of Payments

Appendix 2: Schedule of Cost Indexation *[as applicable]*

Appendix 3: Schedule of Performance Standards *[as applicable]*

Appendix 4: Schedule of Performance Damages *[as applicable]*

Appendix 1 – Schedule of Payments

[Note: Schedule of Payments may be in one of the following forms:

- a) an amount, or percentage of the estimated final Contract Price, for each month (or other period) during the Time for Completion (but this can prove unreasonable if the Contractor's progress differs significantly from the expectation on which the Schedule was based); or*
- b) amounts based on the actual progress achieved by the Contractor in executing the Works, which necessitates careful definition of the payment milestones (but disagreements may arise when the work required for a payment milestone is nearly achieved but the balance of the work, albeit minor, cannot be completed until some months later)*

Accordingly, as brought out in GC 14.4, the instalments quoted in the Schedule of Payments shall be treated as the estimated contract values, and the Employer's Representative may proceed to agree or determine revised instalments, and the revised instalments shall take account of the extent to which progress differs from that on which the Schedule of Payments was based.

Alternatively, if the Works consist of only a few different types of operations, a simple measurement approach for interim valuations may be appropriate]

Procedures for payment

[If payment against the Contract are to be made in instalments pursuant to GC Sub-Clause 14.4 then the Employer shall include a table of instalments here. If not already stated in the PC, this section should include:

- Table of Instalments*
- Currencies of payment*
- Payment of taxes and duties*
- Procedures for certification of amounts due*
- Documentation to be provided etc.]*

Appendix 2 – Schedule of Cost Indexation

[Include the finalized Schedule of Cost Indexation for the Contract]

Appendix 3 - Schedule of Performance Guarantees¹

General: This Schedule of Performance Guarantees shows the guarantees required by the Employer for performance of the Works and/ or any part of the Works (as the case may be) in terms of the specified performance criteria, and stating (a) the applicable Performance Damages payable in the event of failure to attain any of the guaranteed performance(s); and (b) the minimum acceptable performance criteria.

Examples:

1. Capacity Standard (s)

No	Item	Unit	Minimum Capacity

Allowable Exclusions (if any):

(i) *[list]*

2. Reliability Standards (unscheduled interruptions/downtime)

No	Item	Unit	Value

Allowable Exclusions (if any):

(i) *[list – e.g. interruptions caused by third parties]*

3. Productivity Standards (production norms)

No	Item	Unit	Minimum Rate

Allowable Exclusions (if any):

(i) *[list – e.g. [x%] failure rate permitted per Month]*

4. Quality Standards

No	Parameter	Unit	Value / Limit

¹ The Employer should review and modify this Appendix to suit the specific requirement of the Works being procured.

Allowable Exclusions (if any):

- (i) *[list- e.g. up to [] percent failure permitted per Month]*

5. Monitoring and testing standards

No	Parameter	Type of test	Frequency of testing

Allowable exclusions (if any):

- (ii) *[list]*

6. Energy efficiency standards (short/ medium/ long term)

No	Efficiency item	Unit	Limit Value (maximum permitted average energy use during evaluation period)	Efficiency evaluation period
	<i>[may include multiple efficiency standards]</i>	<i>[e.g. KwHr per unit of output]</i>		

Allowable exclusions (if any):

- (i) *[list]*

Appendix 4 - Schedule of Performance Damages²

The Contractor shall pay to the Employer performance damages as³ specified below.

Performance Damages for Delay and Interruptions

Ref:	Item	Unit <i>[e.g. amount per day, per incident etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>

Performance Damages for failure to meet Performance Standards

Ref:	Item	Unit <i>[e.g. amount per day, per incident, per unit etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>	Exclusions (if any)
				<i>[e.g. first failure in Calendar Month]</i>

The performance damages above shall be in addition to any fines that may be imposed on the Contractor by the courts for breach of the terms of the applicable permits, licenses or consents.

² The Employer should review and modify this Appendix to suit the specific requirement of the Works.

³ Insert currency and amount¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

Performance Security

Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security – Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ____ day of _____, 20 _____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Proposal or Proposals from qualified Proposers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Proposer, arrange for a Contract between such Proposer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____

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

day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money]*, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the second half of the Retention Money as

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

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

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."