

STANDARD PROCUREMENT DOCUMENT

Request for Proposals Works and Operation Service

**Design, build and operation of
*[water treatment plant (WTP)/ wastewater
treatment plant (WWTP)]***

(Two-Stage Request for Proposals, after Initial Selection)

**For Projects with Project Concept Notes (PCN)
Decision Notes
dated after October 1, 2018**

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Preface

This Standard Procurement Document (SPD) has been prepared by the World Bank (the Bank) and is aligned with the provisions of the Bank's *Procurement Regulations for IPF Borrowers*, , July, 2016 as amended from time to time.

The SPD is applicable to the procurement of Works and Operation Service (Design, Build and Operate) of Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) 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, using a two stage Request for Proposals (RFP) selection method. If as result of the Project Procurement Strategy for Development (PPSD), a single-stage process would be more appropriate, then the corresponding SPD for a single-stage process should be applied .

This SPD, with some adaption, could be used on projects with water and wastewater networks and related facilities. The non-price factor in the evaluation criteria shall normally not exceed 30% and a maximum of 50% and shall be justified in all cases to the satisfaction of the Bank. A separate Standard Initial Selection Document for Design and Build has been issued together with this SPD.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Design, Build and Operate Projects (“Gold book”) First edition 2008” 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 Design, Build and Operate Projects ” must be obtained from FIDIC.

The SPD incorporates provisions to reflect, as appropriate, the Bank's Environmental and Social Framework (2017).

It is important that, as part of procurement planning, the Employer considers the potential benefits, limitations, risks and attributes of a Design, Build and Operate approach and makes an informed decision as to whether the use of design, build and operate will benefit the subject contract. 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 Design, Build and Operate approach include: (i) single point of responsibility; the design, the construction and the operations are performed by the same contractor, (ii) access to operations and maintenance expertise, (iii) stronger incentives to deliver a reliable and durable plant because the Contractor would carry the financial consequences of poor design and workmanship and of selecting and installing poor quality equipment, (iv) better value

for money in the long term because the contract is awarded to the Proposer offering the lowest combined capital and operating cost (unlike a design-build which is awarded on the basis of lowest initial capital cost), and (v) superior incentives for innovation: for example the contractor may be able to develop a better design as a result of value engineering and having regard for the operational as well as construction costs of the Works.

Some of the limitations of the Design Build Operate approach relative to having separate contracts for design and build (or of having a single design-build contract) include: (i) the Employer not having the capacity to evaluate objectively and properly the differences in solutions proposed by Proposers (the risk of which can be reduced by ensuring that the evaluation committee has relevant expertise), (ii) the Employer may lose some control of the design process: typically (but not always) the DBO contractor is given flexibility in the selection of suitable process technologies, (iii) the Employer loses direct control over operations and maintenance activities, and (iv) there may be a loss of future flexibility as the Employer is bound into a long term relationship with the Contractor.

Notwithstanding that the Contractor is responsible for the design of the Works, the Employer should carry out appropriate front-end tasks to enable the Employer to: (i) develop a realistic understanding of the contract's scope and costs; (ii) furnish Proposers with information that they can reasonably rely upon in establishing their price and other commercial decisions; and (iii) evaluate and compare the Proposals on a common basis as specified in the RFP. Such tasks may include, as appropriate, specifying performance/functional/basic structural requirements, terms of contractual conditions, as well as necessary geotechnical/environmental investigations, permits acquisition, etc.

Guidance to this SPD can be found at <http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#SPD> and have been developed to assist Employers and IBRD and IDA staff in preparing DBO projects for WTPs and WWTPs, recognizing that they may be unfamiliar with this approach and related issues. The Guidelines have annexed to them templates for Employer's Requirements for each of Water and for Wastewater Treatment Plants.

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
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Washington, D.C. 20433 U.S.A.
pfquestions@worldbank.org
<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 two stage process following the Initial Selection of Proposers. The Instructions to Proposers (ITPs) describe the provisions that apply to both stages. The stages are:

Stage 1: Request for First Stage Proposals (Technical) (single envelope);

Stage 2: Request for Second Stage Proposals (Technical and Financial) (two envelope).

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 two stage 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. The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:

- (a) substantially responsive to the RFP document; and
- (b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.

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 shall set out a description of the functional and/or performance specification of the works to be designed and constructed. It shall present, as appropriate, a statement of the required standards for materials, plant, supplies, and workmanship to be provided. The Employer Requirements shall also present the environmental and social (ES) requirements (including requirements related to Sexual Exploitation and Assault (SEA)) which are to be satisfied by the contractor in designing and executing the works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**Section VIII – General Conditions (GC)**

General Conditions (GC) refer to the “General Conditions” which form part of the Conditions of Contract for Design, Build and Operate Projects first edition 2008 published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).

Section IX – Particular Conditions of Contract (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 modify or supplement the General Conditions and shall be prepared 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

Stage 1 Template

Request for First Stage Proposals Works and Operation Service

(Design, Build and Operation)
of [WTP/ WWTP]

(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]*

Dear Ladies and/or Gentlemen,

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 contract ¹for *[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."]*

¹ Substitute "contracts" where Proposals are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 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 co-financing agency]*. Procurement process will be governed by the World Bank's Procurement Regulations."

2. The *[insert name of implementing agency]* now invites sealed Proposals from the following initially selected eligible Applicants for *[insert brief description of Works and Operation Service]*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 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 two-stage RFP process will be used which will proceed as follows:
 - (a) The First Stage process will consist of submission of a technical Proposal, without any reference to prices, following the evaluation of First Stage Proposals, a Proposer that has submitted a sufficiently responsive Technical Proposal may be invited to attend a clarification meeting(s), during which the Proposer's Proposal will be reviewed. Any required Proposal-specific changes, additions, deletions and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the RFP Documents. Following the clarification meetings, Proposers may not be invited to submit Second Stage Proposals, if their First Stage proposals contain departures from the requirements to the extent that it cannot be expected to be responsive through the second stage RFP process. All other suitably qualified and eligible Proposers shall receive invitations to submit Second Stage Proposals.
 - (b) The Second Stage process will consist of submission and evaluation of: (i), the updated technical part incorporating all changes required as recorded in the proposer-

³ A brief description of the type(s) of Works and Operation Service that should be provided, including location, Design and Build period and Operation Service Period, Functional/performance requirements and other information necessary to enable potential Proposers to decide whether or not to respond to the Request for Proposals.

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.

specific memorandum, and/or as necessary to reflect any Addenda to the RFP documents issued subsequent to the first stage; and (ii), the financial part.

7. First Stage Proposals 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. 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]*.
8. 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.
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."]*
10. 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]

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

Notice of Request for Proposals

Stage 2 Template

Request for Second Stage Proposals Works and Operation Service (Design, Build and Operation) of [WTP/WWTP]

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]*

Dear Ladies and/or Gentlemen,

1. We hereby inform you that you are invited to submit a sealed Second Stage Proposal for the execution and completion of the Contract cited above for which you submitted a First Stage Proposal on *[insert: date of submission of First Stage Proposal]*, that was reviewed *[if applicable, add "and discussed during the clarification meeting(s) held on {insert: date(s)}]* and has been found sufficiently technically responsive to the requirements of the first stage.
2. Your Second Stage Proposal should include an updated technical Proposal *[if appropriate, replace by or add: "and/or accepted and updated alternative technical Proposal(s)"]* reflecting (a), any addenda to the RFP Documents issued to all Proposers invited to the second stage together with the invitation or subsequently, as well as (b), the memorandum, if any, specific to your Proposal and titled "Changes Required Pursuant to First Stage Evaluation." Addenda and/or memoranda, if applicable, are listed at the end of, and are included with, this invitation. The Second Stage Proposal shall also include the Financial parts such as, Proposal price, price schedules, Proposal security, etc., as detailed in the RFP Documents. The technical and the financial parts of the Second Stage proposals shall be submitted in two separate envelopes

3. The Proposal shall be submitted no later than *[insert: time, date and address for Second Stage Proposal submission]*.¹ Electronic Procurement will *[will not]* be permitted. Late Proposals will be rejected. The Technical Part 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]*.
4. The financial part shall be opened in public unless Best and Final Offer (BAFO) or negotiations apply in which case 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.
5. 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.]*²
6. 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.

Yours truly,

[Authorized signature]

[Insert: name and title]

[Insert: Employer's name]

ENCLOSURE(S): *[if appropriate, insert:*

1. **Addendum No.** *[insert: number of the addendum]* **to the RFP documents**
and/or
2. **Memorandum for** *[name of Proposer as taken from the top of this invitation]* **of**
Changes Required Pursuant to First Stage Evaluation
or state:

There are no enclosures

¹ The time given to Proposers for the preparation of their Second Stage Proposals should be adequate for the effort needed to update their First Stage Proposals in line with any addendum issued with the invitation and any Proposer-specific memoranda, the expected complexity of price schedules, and any other factors that may be relevant. However, the allotted time should normally not be less than four weeks so that Proposers have at least one week for the submission of any further clarification questions.

The dates of the deadline for Proposal submission and of Proposal opening should be the same, and the time for proposal opening should be same or immediately after the time for proposal submission.

The period should be sufficient to permit completion of the Second Stage Proposal evaluation, review of the recommended selection by the Bank if required, obtaining of approvals and notification of award. A realistic period (e.g., not less than sixty [60] days) should be specified in order to avoid the need for extension.

² 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.

Request for Proposals Works and Operation Service

**(Design, build and operation)
of [WTP/ WWTP]
(Two-Stage RFP after Initial Selection)**

Procurement of:

*[Insert identification of the Works and Operation
Services]*

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

1. Scope of Proposal

- 1.1 The Employer, as specified in the PDS, issues this Request for Proposals (RFP) Document for the design, build and operation of the Works as specified in Section VII, Employer’s Requirements. The name, identification and number of lots (contracts) of this RFP are specified **in the PDS**.
- 1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.
- 1.3 Throughout this RFP Document:
 - (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) “Operation Service” means the operation and maintenance of the Works as provided under the Contract;
 - (e) “Works” refers to Works, subject of this request for proposals document, to be designed and built under the Contract;
 - (f) “ES” means environmental and social (including Sexual Exploitation, and Assault (SEA));
 - (g) “Sexual Exploitation and Assault” “(SEA)” stands for the following:

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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods,

Works, Non-consulting Services or Consulting Services is used to extract sexual gain.

Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration; and

(h) “Contractor’s Personnel” is as defined in Sub-Clause 1.1.21 of the General Conditions.

- 2. Source of Funds**
- 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.
- 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).
- 3. Fraud and Corruption**
- 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.
- 3.2 In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors, 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.

4. Eligible Proposers

- 4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to **ITP 4.7**, 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 (Lead Member) 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. If specified in the PDS, the JV may form an SPV to enter into the Contract and the minimum level of total paid up share capital, lock-in periods for members maintaining their shares and extent to which members can dilute their shareholding shall be as specified **in the PDS**.
- 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:
- (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 Employer's Representative 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 were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (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 specifications 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.
- 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 a Proposer or a JV member may participate as a subcontractor in more than one Proposal.
- 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.
- 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.

- 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.
- 4.7 A Proposer shall not be under suspension from submitting proposals by the Employer as the result of the operation of a Bid or Proposal–Securing Declaration.
- 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 any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 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.

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

B. CONTENTS OF RFP DOCUMENT

- 6. Sections of RFP Document**
- 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**:

PART 1 Request for Proposal Procedures

- Section I - Instructions to Proposers (ITP)
- Section II - Proposal Data Sheet (**PDS**)
- Section III - Evaluation and Qualification Criteria
- Section IV - Proposal Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Employer’s Requirements

- Section VII - Employer’s Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions
- Section IX - Particular Conditions
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Notice of Request for Proposals (RFP) issued by the Employer, is not part of this RFP Document.
- 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.

- 6.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
7. **Clarification of RFP Document, Site Visit, Pre-Proposal Meeting**
- 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 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** and **ITP 27.1**
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Proposer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

- 7.6 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.
- 8. Amendment of RFP Document**
- 8.1 At any time prior to the deadline for submission of Proposals, the Employer may amend the RFP Document by issuing addenda.
- 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**.
- 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 19.2** and **ITP 36.2**.
- 9. Cost of Proposals**
- 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.
- 10. Contacting the Employer**
- 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.
- 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.
- 11. Language of Proposals**
- 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.

C. PREPARATION OF FIRST STAGE TECHNICAL PROPOSALS

- 12. Documents Comprising the Proposal**
- 12.1 The First Stage technical proposal submitted by the Proposer shall comprise the following:
- (a) Letter of First Stage Proposal;
 - (b) alternative technical proposals in accordance with **ITP 13**;
 - (c) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 17.2**;
 - (d) documentary evidence that the proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
 - (e) documentary evidence in accordance with **ITP 15** that the Works offered by the Proposer conform to the RFP Document;
 - (f) method statements, equipment, personnel, schedule and any other information as stipulated in Section IV, Proposal Forms;
 - (g) Proposers shall give details of all deviations in their First Stage Technical- Proposal with respect to the contractual terms and conditions and/or to the required technical features specified in the functional and/or functional requirements, that they would like the Employer to consider during the evaluation of First Stage Technical Proposals and any Clarification Meeting(s) with the Proposer, pursuant to **ITP 23** through **ITP 26**;
 - (h) in the case of a technical proposal 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 15.4**; and
 - (j) any other document required in the PDS.
- 13. Alternative Technical Proposals**
- 13.1 Proposers shall note that they are permitted to propose technical alternatives with their First Stage technical proposals in addition to or in lieu of the requirements specified in the RFP Documents, provided they can 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.

- 13.2 Any alternative technical proposal submitted by Proposers as part of their First Stage technical proposal will be the subject of clarification with the Proposer, pursuant to **ITP 26**.
- 14. Documents Establishing the Qualification of the Proposer**
- 14.1 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.
- 14.2 If a margin of preference applies as specified in accordance with **ITP 50.1**, 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 50.1**.
- 14.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit First Stage Proposals (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of First Stage 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 Section or (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of 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 for the First Stage.
- 15. Documents Establishing Conformity of the Works**
- 15.1 Pursuant to **ITP 12.1 (e)**, 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 design, and build under the Contract.
- 15.2 The documentary evidence of the conformity of the Works and Operation Service with the RFP documents may be in the form of literature, drawings and data, and shall include:
- (a) detailed description of the essential technical and functional / performance characteristics of the proposed Works, in response to the Employer's Requirements.

(b) adequate evidence demonstrating the substantial responsiveness of the Works and the Operation Service 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.

15.3 For their Second Stage Combined Technical and Financial Proposals, the invited Proposers are expected to offer the same technical proposal as in the First Stage, unless changes are explicitly permitted or required in the Proposer-specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation” pursuant to **ITP 26.7**, or are implied or triggered by Addenda to the RFP Documents issued in the Second Stage. Proposers that deviate from their First Stage Technical Proposals without specific endorsement by their memorandum or without a reason clearly established by Addenda issued in the Second Stage, place their Proposal at risk of being rejected.

15.4 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 15.1**.

16. First Stage Technical-Proposal Submission Form

16.1 The Proposer shall complete the Letter of First Stage Proposal furnished in the Proposal Forms (Section IV) in the manner and detail indicated in this section and submit this form with the Proposal.

17. Format and Signing of First Stage Proposal

17.1 The Proposer shall prepare an original and the number of copies/sets of the Proposal **specified in the PDS**, clearly marking each one as: “FIRST STAGE TECHNICAL PROPOSAL – ORIGINAL,” “FIRST STAGE TECHNICAL PROPOSAL – COPY NO. 1,” “FIRST STAGE TECHNICAL PROPOSAL -- COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.

17.2 The original and all copies of the Proposal 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 12.1 (c)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.

17.3 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.

17.4 Signing and submission of a First Stage Technical Proposal shall not bind or obligate the Proposer to submit a Second Stage Combined Technical and Financial Proposal.

D. SUBMISSION OF FIRST STAGE TECHNICAL PROPOSALS

18. Sealing and Marking of First Stage Technical Proposal

18.1 The Proposer shall seal the original First Stage Technical Proposal and each copy of the Proposal in separate envelopes, each containing the documents specified in **ITP 12**, and shall mark the envelopes as “First Stage Technical Proposal – Original,” and “First Stage Technical Proposal – Copy No. [number],” all duly marked as required in **ITP 17.1**. The envelopes shall be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;
- (b) be addressed to the Employer, at the address given **in the PDS for ITP 19.1**; and
- (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 “First Stage Technical Proposal – Do Not Open Before [time and date],” to be completed with the time and date specified **in the PDS for ITP 19.1**.

18.3 If the outer envelope is not sealed and marked as required by **ITP 18.1** and **ITP 18.2**, the Employer will assume no responsibility for the Proposal’s misplacement or premature opening.

19. Deadline for Submission of First Stage Technical-Proposals

19.1 First Stage Technical 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**.

- 19.2 The Employer may, at its discretion, extend the 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.
- 20. Late Proposals**
- 20.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITP 19**. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 21. Withdrawal, Substitution, and Modification of Proposals**
- 21.1 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 17.2**, (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:
- (a) prepared and submitted in accordance with **ITP 17** and **ITP 18** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “First Stage Proposal - Withdrawal,” “First Stage Proposal - Substitution,” “First Stage Proposal - Modification;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with **ITP 19**.

E. OPENING AND EVALUATION OF FIRST STAGE TECHNICAL PROPOSALS

- 22. Opening of First Stage Technical Proposals by Employer**
- 22.1 Except as in the cases specified in **ITP 20** and **ITP 21**, the Employer shall conduct the Proposal 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**.
- 22.2 First, the written notice of withdrawal in the envelopes marked “First Stage Proposal - 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.
- 22.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding First Stage Technical Proposal 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.
- 22.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.
- 22.5 Next, all remaining envelopes shall be opened one at a time, reading out the names of all Proposers and other such details as the Employer, at its discretion, may consider appropriate and recorded in minutes of the First Stage Technical Proposal opening. The Employer will promptly convey these minutes in writing to all Proposers that met the deadline for submitting Proposals.
- 22.6 The Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with **ITP 20.1**).
- 23. Determination of Responsiveness of First Stage**
- 23.1 The Employer will examine the First Stage Technical Proposals, including any alternatives submitted by Proposers, to determine

Technical Proposals

whether they are complete, have been properly signed, and are generally in order.

23.2 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 fully responsive within the time frame of the two-stage process. In this case, the Employer, at its discretion, may exclude the Proposal from further consideration and not issue a Request for Proposals - Second Stage to this Proposer. For all other Proposals, the Employer, through the detailed First Stage Technical Proposal evaluation process, will identify and communicate to the Proposers, pursuant to **ITP 26**, all those areas for which their Proposals depart from the requirements

24. Technical Evaluation of First Stage Technical Proposals

24.1 The Employer will carry out a detailed technical evaluation of each First Stage Technical Proposal that was determined to be responsive in accordance with to **ITP 23**, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the RFP Documents. In order to reach such a determination, the Employer will examine the information supplied by the Proposers, pursuant to **ITP 12** to **ITP 15**, and in response to other requirements in the RFP Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Employer Requirements; the technical merits of any alternatives offered, conformity of the Works with specified functional/ performance requirements in the request for proposals document;
- (b) quality of the technical proposal including, as appropriate, the design methodology, method statement, construction management strategy, operation management proposal, organization, resources allocation and risk assessment;
- (c) suitability of the proposed Works in relation to the environmental and climatic conditions prevailing at the site;
- (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Proposers, as evidenced by a milestone schedule provided in the Technical Proposal;
- (e) any proposed deviations in the Proposal to the contractual provisions stipulated in the RFP Documents.

- (f) suitability of the Proposer’s Code of Conduct and its implementation proposal; and
 - (g) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration as specified in the PDS.
 - 24.2 The Employer will also review complete alternative technical proposals, if any, offered by the Proposer, pursuant to **ITP 13**, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Proposal to be submitted on its own merits.
- 25. **Evaluation of Proposer’s Qualification**
 - 25.1 The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITP 12.1 (d)**, and Section III- Evaluation and Qualification Criteria the Proposer continues to be qualified to satisfactorily perform the Contract. If there are issues with the continued qualification of the proposer, the Employer may explore ways to address the issues with the Proposer during clarification meeting(s) pursuant to **ITP 26**.
- 26. **Clarification of First Stage Technical Proposals and Review of Proposers’ Proposed Deviations and Alternative Solutions**
 - 26.1 The Employer may conduct clarification Meeting/Meetings with each responsive proposer to clarify aspects of the First Stage Technical Proposals that require explanation and to review any Proposer’s proposed alternative solutions or reservations to the commercial or contractual provisions of the RFP Documents. The purpose of the meetings shall be broad enough to permit discovery and clarification of technical aspects as well as commercial terms and conditions. Such a meeting shall review suitability of the proposed solutions.
 - 26.2 During the discovery and clarification meetings, the Employer will be able to engage in a process to refine its requirements and identify appropriate changes to the technical and commercial terms. The Proposer may also bring to the Employer’s attention any changes it would like to make to its First Stage Technical proposal in the Second Stage Combined Technical and Financial Proposal.
 - 26.3 There is no obligation upon the Proposer to attend a Clarification Meeting. If the Proposer is unable, or declines, to attend a Clarification Meeting, the Employer will undertake a reasonable effort to achieve the required clarification by correspondence with the Proposer or by other means such as audio or videoconference as may be available. Any reduction in the scope for obtaining complete clarification of a First Stage Technical Proposal due to

having to use these alternative methods is at the Proposer's risk of its Proposal being rejected.

- 26.4 The Employer will advise the Proposer, pursuant to **ITP 12.1 (f)**, of any deviations the Proposer made or proposed in the First Stage Technical Proposal that the Employer finds:
- (a) unacceptable and that must be withdrawn in the Second Stage Combined Technical and Financial Proposal;
 - (b) acceptable and that will be incorporated into the RFP Documents by way of an Addendum that shall be sent to all Proposers invited to submit a Second Stage Proposal.

If any deviation is waived for a proposer, the Employer will ensure that this deviation is also waived for all other proposers, as applicable.

- 26.5 Each Clarification Meeting must be attended by a person or persons that, through a written power of attorney, is/are duly authorized to represent Proposer in the discussions and to reach agreement with the Employer on the specific changes in the Proposer's First Stage Technical Proposal that are required if the Proposer is to submit a Second Stage Technical and Financial Proposal. The Employer will not be responsible for any costs incurred by the Proposer's party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Proposer will be invited for the second stage. However, if Clarification Meetings are held, all Proposers receiving an invitation for the second stage will be offered the opportunity of such a meeting, even if their Proposals, in the Employer's opinion, do not require face to face clarification.
- 26.6 Neither the Proposer-specific memorandum pursuant to **ITP 26.7**, nor any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Proposer and the Employer, will be shared with other Proposers. Except for the memorandum, no requirements upon the Proposer's Second Stage Combined Technical and Financial Proposal will be implied from any additional Proposer-specific minutes of meetings or correspondence. However, Employer and Proposer might use these documents, as appropriate, as clarification information in the second stage of Proposal preparation or evaluation, respectively.
- 26.7 At the end of the clarification process, the Employer will prepare a Proposer-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" and conveyed this to the

relevant Proposer as part of the Invitation for Proposals – Second Stage Combined Technical and Financial Proposal.

The Employer will record in each Proposer-specific memorandum:

- (a) all changes to the First Stage Technical Proposal and further elaborations required in the Second Stage Combined Technical and Financial Proposal;
- (b) list any deviations pursuant to **ITP 12.1 (f)** and **ITP 26.4** which are unacceptable to the Employer and which the Proposer must withdraw in the Second Stage Combined Technical and Financial Proposal;
- (c) any Subcontractors which the Proposer must change, including justification for the change; and
- (d) if there is no requirement for any Proposer-specific changes for a Proposer, the Request for Proposals - Second Stage will state so.

F. INVITATION TO SECOND STAGE COMBINED TECHNICAL AND FINANCIAL PROPOSALS

- 27. Invitation to Submit Second Stage Combined Technical and Financial Proposals**
- 27.1 Having concluded the First Stage Technical evaluation (including any Clarification Meetings), the Employer:
- (a) may issue an Addendum to the RFP Documents amending, among others, **PDS**, the PC, and the Technical Requirements with the objective of improving competition without compromising the essential performance and/functional requirements (e.g., acceptable deviations brought to the Employer’s attention by one or more Proposers; sharpened formulation of certain Technical Requirements; adjustments to the Implementation Schedule; etc.):
 - (b) will either:
 - (i) invite the Proposer to submit Second Stage Technical and Financial Proposal, with an updated technical Proposal (reflecting the Proposer-specific memorandum entitled “Changes Required Pursuant to First Stage Technical Evaluation” and/or in Addenda to the RFP Documents) and a corresponding financial Proposal, or
 - (ii) notify the Proposer that its Proposal has been rejected on the grounds of being non-responsive, or that the

Proposer does not continue to meet the minimum qualification requirements set forth in the Initial Selection Document and in Section III- Evaluation and Qualification Criteria.

- 27.2 Proposers invited to submit Second Stage Technical and Financial Proposals are required to promptly acknowledge to the Employer the receipt of the Invitation for Proposals -- Second Stage Technical and Financial Proposal and the attachments, if any, listed in it.
- 27.3 The deadline and address for the submission of Second Stage Technical and Financial Proposals will be specified in the Invitation for Proposals – Second Stage Technical and Financial Proposal. Similarly, required Proposal-securing Declaration or the amount of the required Proposal Security will also be communicated in the same Invitation.
- 27.4 Proposers are not allowed to form a Joint Venture with other Proposers, nor change the partner(s) or structure of the Joint Venture without the Employer’s approval.

G. PREPARATION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS

- 28. Documents Comprising the Second Stage Technical and Financial Proposal**
- 28.1 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. One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part.
- 28.2 The Technical Part shall comprise the following:
- (a) **Letter of Proposal:** Second Stage - Technical Part, in accordance to **ITP 29.1;**
 - (b) **Security:** Proposal Security or Proposal Securing declaration, in accordance with **ITP 32;**
 - (c) **Authorization:** written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 34.2;**
 - (d) the updated First Stage technical proposal, comprising any modifications required to the first stage technical proposal as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”;

- (e) documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Proposals that have any material effect on the Proposer's eligibility and qualifications to perform the Contract;
- (f) documentary evidence establishing that any additional or varied Works are in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", are technically acceptable. The documentary evidence of the conformity of the Works and Operation Service to the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation" may be in the form of literature, drawings and data;
- (g) If the Proposer proposes to engage any Subcontractors additional to or different from those named in its First Stage technical proposal for major items of the Works and Operation Service, the Proposer shall give details of the name and nationality of the proposed Subcontractors for each of those items. In addition, the Proposer shall include in its Proposal information establishing compliance with the requirements specified by the Employer for these items; and
- (h) other documentation and information which may be specified in the PDS.

28.3 The First Stage Proposal on which the Second Stage Proposal is based, while not having to be resubmitted, remains an implied, integral part of the Second Stage Proposal. The Proposal validity period pursuant to **ITP 33** will include any parts or provisions of the First Stage Proposal as referenced, assumed or implied by the Second Stage Proposal.

28.4 The Financial Part shall comprise the following:

- (a) **Letter of Proposal** – Second Stage - Financial Part: prepared in accordance with **ITP 29**;
- (b) **Price Schedules**: completed prepared in accordance with **ITP 30** and **ITP 31**;
- (c) **Financial Disclosure**: The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and
- (d) **Other**: any other document required in the **PDS**.

- 28.5 The Proposer shall furnish in the Letter of Proposal: Second Stage- Technical Part three names of the potential Dispute Adjudication Board (DAB) members and attach their curriculum vitae. The list of potential DAB members proposed by the Employer (Contract Data 20.3) and by the Proposer (Letter of Proposal) shall be subject to Bank’s No-objection.
- 29. Letter of Proposal, and Schedules**
- 29.1 The Proposer shall complete the Letter of Proposal Second Stage – Technical Part and Letter of Proposal Second Stage - 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 17.3**. All blank spaces shall be filled in with the information requested.
- 30. Proposal Prices**
- 30.1 Unless otherwise **specified in the PDS**, Proposers shall quote for the entire Works and Operation Service 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 mentioned in or to be reasonably inferred from the RFP Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction and completion of the Works and operation and maintenance of the Works as set out in the Conditions. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the RFP Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the RFP Document, all in accordance with the requirements of the General Conditions.
- 30.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Priced Activities and Sub-activities included in Section IV, Proposal Forms with further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Schedule of Priced Activities is the Proposer’s offer to complete the works on a “single responsibility” basis. The cost of any items that the Proposer may have omitted is deemed to be included in the price of other items in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.
- 30.3 The prices shall be either fixed or adjustable as specified **in the PDS**.
- 30.4 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.

30.5 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 such as labor, material, transport and Contractor's equipment 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 labor and material indices in the corresponding Form in Section IV, Proposal Forms.

30.6 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 alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. However such discounts for the award of more than one contract will not be considered for proposal evaluation purpose.

30.7 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.

31. Proposal Currencies

31.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified in the PDS.

31.2 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 Priced Activities and Sub-activities and shown in the Schedule 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.

32. Securing the Proposal

32.1 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**.

32.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.

32.3 If a Proposal Security is specified pursuant to **ITP 32.1**, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:

- (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**,

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.

32.4 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 validity period of the Proposal, or beyond any period of extension if requested under **ITP 33.2**.

32.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to **ITP 32.1**, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.

32.6 The Proposal Security of the successful Proposer shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security, and if required in the PDS, the Environmental and Social (ES) Performance Security.

32.7 The Proposal Security may be forfeited or the Proposal-Securing Declaration executed:

- (a) if a Proposer withdraws its Proposal during the period of Proposal validity specified by the Proposer on the Letter of

Proposal or any extension thereto provided by the Proposer; or

- (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 64**; or
 - (ii) furnish a Performance Security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with **ITP 65**.

32.8 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**.

32.9 If a Proposal Security is not required **in the PDS**, and:

- (a) if a Proposer withdraws its Proposal during the period of Proposal validity specified by the Proposer on the Letter of Proposal; or
- (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 64**; or
 - (ii) furnish a performance security and if required in the PDS, the Environmental and Social (ES) Performance Security, in accordance with **ITP 65**,

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**.

33. Period of Validity of Proposals

33.1 Proposals shall remain valid, at a minimum, for the period specified in the **PDS** after the deadline date for Proposal submission prescribed by the Employer, pursuant to **ITP 36**. A Proposal valid for a shorter period shall be rejected by the Employer as non-responsive.

33.2 In exceptional circumstances, prior to expiry of the Proposal validity period, the Employer may request that the Proposers extend the period of validity for a specified additional period. 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 33.3**, 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 32.4**.

- 33.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Proposal validity, the contract price will be adjusted as specified **in the PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.
- 34. Format and Signing of Second Stage Technical and Financial Proposal**
- 34.1 The Proposer shall prepare an original and the number of copies/sets of the Proposal specified in the **PDS**, clearly marking each one as: “Stage 2 Proposal – Original” and “Stage 2 Proposal – copy”. In the event of any discrepancy between them, the original shall govern.
- 34.2 The original and all copies of the Proposal, each consisting of the documents listed in **ITP 28.2**, 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 28.2 (c)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
- 34.3 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.
- 34.4 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.
- 34.5 The Proposer shall furnish in the Technical and Financial Proposal Submission Forms (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.

H. SUBMISSION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS

- 35. Submission, Sealing and Marking of Proposals**
- 35.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.
- (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 “Stage 2 Proposal - Original”.
 - (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: Stage 2 Proposal Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Stage 2 Proposal Financial Part”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “Stage 2 Proposal - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 36. Deadline for Submission of Proposals**
- 36.1 Stage 2 Proposals must be received by the Employer at the address and no later than the date and time indicated in the Letter of Invitation to submit Stage 2 Proposals
- 36.2 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.
- 37. Late Proposals**
- 37.1 Any Proposal received by the Employer after the Proposal submission deadline as specified in the Invitation for Proposals – Second Stage Combined Technical and Financial Proposal, will be rejected and returned unopened to the Proposer.
- 38. Withdrawal, Substitution, and Modification of Stage 2 proposals**
- 38.1 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 34.2**, (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:
- (a) prepared and submitted in accordance with **ITP 34** and **ITP 35**

(except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Stage 2 Proposal - Withdrawal”; “Stage 2 Proposal – Substitution (“Technical Part” and/or “Financial Part”)”; “Stage 2 Proposal – 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 36**.

I. SECOND STAGE: PUBLIC OPENING OF TECHNICAL PARTS

39. Public Opening of Second Stage of Technical Part

39.1 The Employer shall conduct the Second Stage public opening of Technical Parts in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the request to submit Second Stage Proposals. Any specific electronic Proposal opening procedures required if permitted, shall be as specified **in the PDS**:

- (a) first, the written notice of withdrawal in the envelopes marked “Stage 2 Proposal - 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;
- (b) next, the envelopes marked “Stage 2 Proposal – Substitution-Technical Part” shall be opened and read out and exchanged with the corresponding Proposal 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;
- (c) next, envelopes marked “Stage 2 Proposal – Modification – Technical Part” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further;
- (d) next, all other envelopes marked “Stage 2 Proposal – Technical Part” shall be opened one at a time. All envelopes

marked “Stage 2 Proposal – 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 any other details as the Employer may consider appropriate

- (e) no Proposal shall be rejected at the public opening except for late Proposals, in accordance with **ITP 37.1**.

39.2 The Employer shall prepare a record of the public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification; the Proposal Price, per lot if applicable, including any discounts; and the presence or absence of a Proposal security or a Proposal-Securing Declaration. 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.

J. SECOND STAGE: EVALUATION OF TECHNICAL PART

- 40. Confidentiality**
- 40.1 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 44**.
 - 40.2 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.
 - 40.3 Notwithstanding **ITP 44**, 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.
- 41. Clarification of Proposals**
- 41.1 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.

- 41.2 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.
- 42. Determination of Responsiveness**
- 42.1 The Employer’s determination of a Proposal’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 (a) materially conforms with the First Stage Proposal and/or any alternative components or alternative Proposals which the Employer invited the Proposer to offer in its Second Stage Proposal, (b) incorporates the modifications, if any, listed in the Proposer-specific memorandum titled “Changes Required Pursuant to First Stage Evaluation” pursuant to **ITP 26.7**, and (c), reflects amendments, if any, to the RFP Documents issued as Addenda together with or subsequent to the Invitation for Proposals -- Second Stage, pursuant to **ITP 27.1**.
- 42.2 Provided that a Proposal is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.
- 42.3 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.
- 43. Evaluation of Technical Proposals**
- 43.1 The Employer’s evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 43.2 The scores to be given to technical factors and sub factors are specified in the PDS.
- 44. Notification of evaluation of Technical Parts**
- 44.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Employer shall make the following notifications:
- (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:
 - (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:
 - (i) Option 1: 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) Option 2: when BAFO or negotiations apply as specified **in the PDS ITP 55 and ITP 57** respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

K. SECOND STAGE: OPENING OF FINANCIAL PARTS

- 45. Public Opening of Financial Parts when BAFO or negotiations do not apply** 45.1 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 Proposer, the technical score, the total Proposal prices, per lot (contract) if applicable, including any discounts, 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 Price Schedules are to be initialed by representatives of the Employer attending the public opening in the manner specified in the **PDS**.

- 45.2 The Employer shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 45.3 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.
- 46. Opening of Financial Parts when BAFO or negotiations apply**
- 46.1 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.
- 46.2 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 total Proposal prices and any other details as the Employer may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by a representative of the Employer attending the public opening and by the Probity Assurance Provider.
- 46.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (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.
- 46.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record 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 Notice of Intention to Award the contract.

L. SECOND STAGE: EVALUATION OF FINANCIAL PART

47. **Nonmaterial Nonconformities** 47.1 Provided that a Proposal is substantially responsive, 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 in the manner specified **in the PDS**.
48. **Arithmetic Correction** 48.1 The Employer shall correct arithmetical errors on the following basis:
- (a) **Priced Sub-activity Schedule:** where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail and the latter will be corrected accordingly;
 - (b) **Priced Activity Schedule:** where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail and the latter will be corrected accordingly;
 - (c) where there are errors between the total of the amounts in the Priced Sub-activity Schedule and the corresponding amount in the Priced Activity Schedule, the former shall prevail and the latter will be corrected accordingly;
 - (d) **Grand Summary:** where there are errors between the total price of Activities in the Schedule of Priced Activities and the amount given in Grand Summary, the former shall prevail and the latter will be corrected accordingly; and
 - (e) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (d) above.
- 48.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITP 48.1** shall result in the rejection of the Proposal.
49. **Conversion to Single Currency** 49.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified **in the PDS**.

- 50. Margin of Preference** 50.1 Unless otherwise specified **in the PDS**, a margin of preference for domestic Proposers¹ shall not apply.
- 51. Evaluation Process Financial Parts** 51.1 To evaluate each Proposal’s Financial Part, the Employer shall consider the following:
- (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedules,;
 - (b) price adjustment for correction of arithmetic errors in accordance with **ITP 48.1**;
 - (c) price adjustment due to discounts offered in accordance with **ITP 30.7**;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITP 47.1**;
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITP 49.1**; and
 - (f) the additional evaluation factors indicated in the PDS and detailed in Section III, Evaluation and Qualification Criteria.
- 51.2 If price adjustment is allowed in accordance with **ITP 30.5**, 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.
- 51.3 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.**
- 52. Abnormally Low Proposals** 52.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low

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.

that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.

- 52.2 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.
- 52.3 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.
- 53. Unbalanced or Front Loaded Proposals**
- 53.1 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 detailed 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.
- 53.2 After the evaluation of the information and detailed price analyses presented by the Proposer, the Employer may:
- (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.

M. STAGE 2: EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART

- 54. Evaluation of Combined Technical and Financial Proposals**
- 54.1 The Employer’s evaluation of responsive Second Stage Proposals will take into account technical factors, in addition to cost factors in accordance with Section III – Second Stage Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost, is specified **in the PDS**. The Employer will rank the proposals based on the evaluated proposal score (B).
- 55. Best and Final Offer (BAFO)**
- 55.1 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 invitation to Submit Second Stage Combined Technical and Financial Proposals. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.

55.2 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.

56. Most Advantageous Proposal

56.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:

- (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.

57. Negotiations

57.1 If specified **in the PDS**, the Employer may conduct negotiations following the evaluation of Second Stage Proposals and before the final contract award. The procedure of the negotiations will be **specified in the PDS**.

57.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.

57.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.

57.4 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. Alternatively, the Employer may negotiate simultaneously with the first and second ranked Proposers.

58. Employer's Right to Accept Any Proposal, and to Reject

58.1 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

- Any or All Proposals** specifically, Proposal securities shall be promptly returned to the Proposers.
- 59. Standstill Period** 59.1 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 63. The Standstill Period commences the day after the date the Employer has transmitted to each Proposer 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.
- 60. Notification of Intention to Award** 60.1 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:
- (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 scores;
 - (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notification 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;

N. AWARD OF CONTRACT

- 61. Award Criteria** 61.1 Subject to **ITP 58.1**, 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.
- 62. Notification of Award** 62.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in **ITP 59.1** 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. The notification letter (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 Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

62.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (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 64.1.

62.3 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.

62.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

63. Debriefing by the Employer

63.1 On receipt of the Employer’s Notification of Intention to Award referred to in **ITP 60**, 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.

63.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days,

unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.

63.3 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.

63.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.

64. Signing of Contract

64.1 The Employer shall send the successful Proposer 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.

64.2 The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

- 65. Performance Security**
- 65.1 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 specified in the PDS, the ES Performance Security, in accordance with the General Conditions, subject to **ITP 53.2 (b)**, using for that purpose the Performance Security and ES 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.
- 65.2 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 Proposer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 65.3 If permitted in the PDS and the Proposer has requested to form an SPV, the Proposer shall form the SPV and provide within twenty-eight (26) days of receipt of the Letter of Acceptance from the Employer a certified copy of its constituent documents and evidence of its shareholding structure including the articles of association and shareholder agreement (if any).
- 66. Procurement Related Complaint**
- 66.1 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]

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 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 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 4.1	Maximum number of members in the JV shall be: <i>[insert a number]</i> _____
ITP 4.3	The Proposer is permitted to form an SPV <i>[yes/ no]</i> Maximum number of members in the SPV shall be the same as the maximum number of members in the JV If the Contractor is an SPV, it shall be bound to maintain its share capital at a minimum level of <i>[insert percentage]</i> of the total paid up share capital of the SPV. The share capital may be increased without the Employer’s prior approval but a written notice of information shall be sent to the Employer. Any reduction of the SPV’s share capital shall be subject to the prior written consent of the Employer.
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	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 19.1 for Proposal submission]</i> Attention: <i>[insert full name of person, if applicable]</i> Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City:] <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[insert telephone number, including country and city codes]</i> Facsimile number: <i>[insert fax number, including country and city codes]</i> Electronic mail address: <i>[insert email address, if applicable]</i> Requests for clarification should be received by the Employer no later than: <i>[insert no. of days]</i> .
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	A Pre-Proposal meeting _____ take place at the following date, time and place:

	<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>C. Preparation of Proposals</p>	
<p>ITP 11.1</p>	<p>The language of the Proposal is: <i>[insert “English” or” Spanish” or “French”]</i>.</p> <p>_____</p> <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>
<p>ITP 12.1 (j)</p>	<p>The Proposer shall submit with its Proposal the following additional documents:</p> <p><i>[list any additional document not already listed in ITP 12.1 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 1.1.21 of the General Conditions of Contract), 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>

	<p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p><i>The Proposer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</i></p> <p><i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</i></p> <ul style="list-style-type: none"> • <i>[e.g. Sexual Exploitation, and Assault (SEA) prevention and response action plan]</i> • <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic]; _____</i> _____
<p>ITP 17.1, ITP 34.1 and, ITP 35.1</p>	<p>In addition to the original of the Proposal, the number of copies is: <i>[insert number of copies]</i> _____</p>
<p>ITP 17.2 and ITP 34.2</p>	<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 First Stage Technical Proposals	
ITP 19.1	<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>_____</p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>_____</p> <p>Country: <i>[insert name of country]</i></p> <p>_____</p> <p>The deadline for Proposal submission is:</p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2016]</i></p> <p>_____</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 19.2]</i></p>
ITP 19.1, ITP 35.1 and ITP 36.1	<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>
ITP 22.1	<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>_____</p> <p>Country: <i>[insert name of country]</i></p> <p>_____</p>

	<p>Date: <i>[insert day, month, and year, e.g. 15 June, 2020]</i></p> <hr/> <p>Time: _____</p> <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 19.1]</i></p>
ITP 22.1 and ITP 39.1	<p><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></p> <p>The electronic Proposal opening procedures shall be: <i>[insert a description of the electronic Proposal opening procedures.]</i></p>
ITP 28.2 (h)	<p>‘The Proposer shall submit with its Proposal the following additional documents:</p> <p><i>[list any additional document not already listed in ITP 28.2 that must be submitted with the Second Stage Financial Proposal]’ otherwise state ‘none’.</i>]</p>
ITP 28.4 (d)	<p>‘The Proposer shall submit with its Proposal the following additional documents:</p> <p><i>[list any additional document not already listed in ITP 28.4 that must be submitted with the Second Stage Financial Proposal]’ otherwise state ‘none’.</i>]</p>
ITP 30.3	<p>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 31.1	<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 in the Schedules of Priced Activities and Sub-activities 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</p>

	<p>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 Schedules of Priced Activities and Sub-activities separately 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>
ITP 32	<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 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 32.1 and the Employer wishes to declare the Proposer ineligible for a period of time should the Proposer performs the actions mentioned in provision ITP 32.9. 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>

<p>ITP 32.3 (d)</p>	<p>Other types of acceptable securities: <i>[Insert names of other acceptable securities. Insert “None” if no Proposal Security is required under provision ITP 32.1 or if Proposal Security is required but no other forms of Proposal securities besides those listed in ITP 32.3 (a) through (c) are acceptable.]</i> _____</p>																										
<p>ITP 33.1</p>	<p>The Proposal validity period shall be _____ <i>[insert the number of days]</i> days.</p>																										
<p>ITP 33.3</p>	<p>The Proposal price shall be adjusted by the following factor(s): _____ <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>																										
<p>ITP 43.2</p>	<p>The technical factors and sub-factors, and the corresponding weights are:</p> <table border="1" data-bbox="407 877 1354 1858"> <thead> <tr> <th colspan="2" data-bbox="407 877 1354 961"> <p>The technical factors (sub-factors) and the corresponding weight out of 100% are:</p> </th> </tr> <tr> <th data-bbox="407 961 1092 1083"> <p>Technical Factor</p> </th> <th data-bbox="1092 961 1354 1083"> <p><i>weight in percentage (insert weight in %)</i></p> </th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1083 1092 1209"> <ul style="list-style-type: none"> • Proposed Works <ol style="list-style-type: none"> 1. to what extent the Proposed Works meet the Employer’s Requirement: </td> <td data-bbox="1092 1083 1354 1209"></td> </tr> <tr> <td data-bbox="407 1209 1092 1377"> <ul style="list-style-type: none"> • Value Addition <ol style="list-style-type: none"> 2. to what extent the proposal adds value in terms of performance, functionality and/or O&M costs. </td> <td data-bbox="1092 1209 1354 1377"></td> </tr> <tr> <td data-bbox="407 1377 1092 1423"> <ul style="list-style-type: none"> • Approach and Methodology </td> <td data-bbox="1092 1377 1354 1423"></td> </tr> <tr> <td data-bbox="407 1423 1092 1470"> <ol style="list-style-type: none"> 3. Design Methodology; </td> <td data-bbox="1092 1423 1354 1470"></td> </tr> <tr> <td data-bbox="407 1470 1092 1516"> <ol style="list-style-type: none"> 4. Construction Management strategy; </td> <td data-bbox="1092 1470 1354 1516"></td> </tr> <tr> <td data-bbox="407 1516 1092 1600"> <ol style="list-style-type: none"> 5. Method Statement for key construction activities; </td> <td data-bbox="1092 1516 1354 1600"></td> </tr> <tr> <td data-bbox="407 1600 1092 1646"> <ol style="list-style-type: none"> 6. Code of Conduct </td> <td data-bbox="1092 1600 1354 1646"></td> </tr> <tr> <td data-bbox="407 1646 1092 1692"> <ol style="list-style-type: none"> 7. Design Build Work Program; </td> <td data-bbox="1092 1646 1354 1692"></td> </tr> <tr> <td data-bbox="407 1692 1092 1738"> <ol style="list-style-type: none"> 8. Operation Service Proposal </td> <td data-bbox="1092 1692 1354 1738"></td> </tr> <tr> <td data-bbox="407 1738 1092 1785"> <ol style="list-style-type: none"> 9. Design Build personnel Organization Chart </td> <td data-bbox="1092 1738 1354 1785"></td> </tr> <tr> <td data-bbox="407 1785 1092 1858"> <ol style="list-style-type: none"> 10. Key Personnel qualifications and resource schedule </td> <td data-bbox="1092 1785 1354 1858"></td> </tr> </tbody> </table>	<p>The technical factors (sub-factors) and the corresponding weight out of 100% are:</p>		<p>Technical Factor</p>	<p><i>weight in percentage (insert weight in %)</i></p>	<ul style="list-style-type: none"> • Proposed Works <ol style="list-style-type: none"> 1. to what extent the Proposed Works meet the Employer’s Requirement: 		<ul style="list-style-type: none"> • Value Addition <ol style="list-style-type: none"> 2. to what extent the proposal adds value in terms of performance, functionality and/or O&M costs. 		<ul style="list-style-type: none"> • Approach and Methodology 		<ol style="list-style-type: none"> 3. Design Methodology; 		<ol style="list-style-type: none"> 4. Construction Management strategy; 		<ol style="list-style-type: none"> 5. Method Statement for key construction activities; 		<ol style="list-style-type: none"> 6. Code of Conduct 		<ol style="list-style-type: none"> 7. Design Build Work Program; 		<ol style="list-style-type: none"> 8. Operation Service Proposal 		<ol style="list-style-type: none"> 9. Design Build personnel Organization Chart 		<ol style="list-style-type: none"> 10. Key Personnel qualifications and resource schedule 	
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12. key equipment strategy; and							
13. Any other additional factors <i>[add any other factors as appropriate]</i> .							
ITP 45.1	The Letter of Proposal and Price Schedules shall be initialed by <i>[insert number]</i> representatives of the Employer conducting Proposal opening. <i>[Insert procedure: Example: Each Proposal shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]</i>						
ITP 47.1	‘The adjustment shall be based on the _____ <i>[insert “average” or “highest”]</i> price of the item or component as quoted in other substantially responsive Proposals. If the price of the item or component cannot be derived from the price of other substantially responsive proposals, the Employer shall use its best estimate.’						
ITP 49.1	<p data-bbox="407 1108 1422 1213">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 data-bbox="407 1234 1422 1297">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 data-bbox="407 1318 1422 1423">The date for the exchange rate shall be the deadline for submission of Second Stage Proposals as specified in ITP 36, unless otherwise specified by the Employer.</p> <p data-bbox="407 1444 1422 1507">The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p data-bbox="407 1528 1149 1570">Alternative A: Proposers quote entirely in local currency</p> <p data-bbox="407 1591 1422 1728">For comparison of Proposals, the Proposal Price, corrected pursuant to ITP 48.1, 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 31.1.</p> <p data-bbox="407 1749 1422 1854">In the second step, the Employer will convert the amounts in various currencies in which the Proposal Price is payable (excluding Provisional Sums) to the single currency identified above at the selling rates established for similar transactions</p>						

	<p>by the authority specified and on the date stipulated above.</p> <p>OR</p> <p><i>Alternative B: Proposers quote in local and foreign currencies</i></p> <p>The Employer will convert the amounts in various currencies in which the proposal Price, corrected pursuant to ITP 48.1, is payable (excluding Provisional Sums) 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 51.1 (f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <p>(a) Deviation in Time Schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria];</i></p> <p>(b) The Operation Service Proposal prices will be adjusted for Net Present Value in accordance with ITP 54.1 and as specified in Section III; and</p> <p>(c) <i>[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria]</i></p>
ITP 54.1	<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> <p>The Employer <i>[will / will not]</i> adjust the Operation Service Proposal prices for Net Present Value (NPV). The requirements for the NPV calculation are specified in Section III, Evaluation and Qualification Criteria.</p>
ITP 55.1	<p>BAFO <i>["applies" / "does not apply"]</i></p> <p>If BAFO applies, the procedure will be: _____</p>
ITP 57.1	<p>Negotiation <i>["applies" / "does not apply"]</i></p> <p>If negotiation applies, the procedure will be: _____</p>
ITP 64.1	<p>The successful Proposer <i>[shall] or [shall not]</i> submit the Beneficial Ownership Disclosure Form.</p>
ITP 65.1 and 65.2	<p><i>[Delete the following if not applicable]</i></p> <p>The successful Proposer shall be required to submit an Environmental and Social (ES) Performance Security.</p> <p><i>[The ES Performance Security shall normally be required where ES risks are high.]</i></p>

ITP 66.1	<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 request for proposal document;2. the Employer’s decision to exclude a Proposer from the procurement process prior to the award of contract; and3. the Employer’s decision to award the contract.
-----------------	--

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

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First Stage Technical Proposals

1. Evaluation (ITP 24.1 (g))

In addition to the criteria listed in ITP 24.1 (a) – (f) the following factors shall apply:

2. Qualification

2.1 Update of Information

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

2.2 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.

2.3 Contractor’s Representative and Key Personnel

The Proposer must demonstrate that it will have a suitably qualified Contractor’s Representative and sufficient suitably qualified Key Personnel as described in the Employer’s Requirements. The Proposer shall provide details of the Contractor’s Representative and such other Key Personnel that the Proposer considers appropriate, together with their academic qualifications and work experience. The Proposer shall complete the relevant Forms in Section IV, Proposal Forms.

2.4 Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to perform the Contract.

The Proposer shall provide further details of proposed items of equipment using the relevant Form in Section IV.

2.5 Subcontractors

Any Specialized Sub-contractor identified at the time of Initial Selection shall continue to meet the applicable requirements.

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

<i>[Activity/Sub-activity No.]</i>	Description of <i>[List Activity/Sub-activity]</i>	Minimum Criteria to be met
1		
2		
3		
...		

Second Stage Technical and Financial Proposals

1. Evaluation of Technical Part (ITP 43)

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 43.2**.

.....

.....

TECHNICAL PROPOSAL SCORING METHODOLOGY

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

If as per ITP 43.2, 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

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

2. 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.

3. Evaluation of Financial Part (ITP 51.1(f))

The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITP 51.1 (f) of the PDS]*

(a) Time Schedule

The Time for Completion of Design-Build is as specified in GC Sub-clause 1.1.78. No credit will be given for earlier completion. Proposals offering a Time for Completion of Design-Build beyond the designated period shall be rejected.

Or

The Time for Completion of Design-Build, as defined in GC Sub-clause 1.1.78, 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) Net Present Valuation of Proposer's Financial Part

The Design-Build Proposal Price shall not be discounted.

If the PDS provides for Net Present Valuation of the Operation Service Proposal Price, the annual amounts in the Operation Service price schedules, as adjusted in accordance with ITP 51.1 (a) to (e), shall be discounted using a discount factor of [.....] %. The discount base year shall be the year preceding the first year of the Operation Service Period.

For greater certainty, net present values shall be determined by applying the following discount factors to the annual amounts in the Proposal forms during the Operation Service Period.

Operation Period	Discount factor to be applied
Year 1	
Year 2	
Year 3	
<i>etc.</i>	

(c) Multiple Contracts (ITP 51.3)

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.

(d) Specific additional criteria

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

4. 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 Proposal price 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

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 First Stage Proposal

Date: *[Proposer insert: date of Proposal]*

Loan/Credit No.: *[Employer insert: number]*

RFP: *[Employer insert: RFP name and number]*

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

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

Dear Sir or Madam:

Having examined the request for proposal document, including Addenda Nos. *[Insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide to _____, in conformity with the RFP document, the following Works and Operation Service:_____.

We confirm that if you invite us to attend a Clarification Meeting(s) for the purpose of reviewing our First Stage Proposal at a place and date of your choice, we will endeavor to attend this/these meeting(s) at our own cost, and will duly note the amendments and additions to, and omissions from, our First Stage Proposal that you may require. We accept that we alone carry any risk for failing to reach clarification of our Proposal in case this failure is due to our inability to attend duly scheduled Clarification Meeting(s).

We undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Proposal, updating the First Stage Proposal in accordance with the requirements, if any, specified in (a), the memorandum, specific for our First Stage Proposal, titled “Changes Required Pursuant to First Stage Evaluation” and any updates to this memorandum, and (b), Addenda to the Request for proposal document issued together or after the invitation for the second stage. The Second Stage Proposal will also include our commercial Proposal in accordance with the requirements of the RFP Documents for second stage Proposals, for performing the Works in accordance with our updated technical Proposal.

We hereby certify that we 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];*

We agree to abide by this First Stage Proposal, which, in accordance with **ITP 12**, consists of this letter (First Stage Proposal Form) and the enclosures listed below. Together with the above written undertakings, the Proposal shall remain binding on us. We understand that we may withdraw our Proposal, or any alternative Proposal included in it, at any time by so notifying you in writing. However, we accept that if invited to the second stage, once we have submitted a Second Stage Proposal, this Proposal (and the parts of the First Stage Proposals it includes and updates) can only be withdrawn before the deadline for submission of Second Stage Proposals, and only by the formal Second Stage Proposal withdrawal procedure stipulated in the RFP Documents.

Name of the Proposer: **[insert complete name of person signing the Proposal]*

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]*

ENCLOSURE(S):

Letter of Second Stage 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, the Addenda issued during the first stage, Addenda Nos. *[insert: numbers]* issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled “Changes Required Pursuant to First Stage Evaluation” specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to provide the Works and Operation Service to _____, in full conformity with the said RFP Documents, Addenda and memorandum.

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

Name	Address
1.	
2.	
3.	

We agree to abide by this Proposal, which, in accordance with **ITP 28** and **ITP 29**, consists of this letter (Second Stage Technical Part) and enclosures, for a period of *[insert: number from Request for Proposals -- Second Stage]* days from the date fixed for submission of Proposals as stipulated in the Request for Proposals -- Second Stage or subsequent Addenda to the RFP Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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 person signing the Proposal]*

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 Second Stage 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 during the first stage, Addenda Nos. *[insert: **numbers**]* issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled “Changes Required Pursuant to First Stage Evaluation” specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to provide the Works and Operation Service to _____, in full conformity with the said RFP Documents, Addenda and memorandum for the total Proposal Price, excluding any discounts offered below is

(a) *[Insert one of the options below as appropriate]*

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

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total 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 form, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 28** and **ITP 29**, consists of this letter (Second Stage Proposal Form) and the enclosures listed below, for a period of *[insert: **number from Request for Proposals - Second Stage**]* days from the date fixed for submission of Proposals as stipulated in the Request for Proposals -- Second Stage or subsequent Addenda to the RFP Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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 Adjustment Data

[Design Build of the Works]

[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. Design-Build 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. Design-Build 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 (Design Build)

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 Total Proposal Price (TPP) $\frac{100 \times C}{TPP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Total Design-Build Proposal Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL Design Build PROPOSAL PRICE (including provisional sum)				

[Table: Alternative B

To be used only with Alternative B Prices directly quoted in the currencies of payment. (ITP 31.1)

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

Name of currency	Amounts payable
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Employer]</i>

Table D Schedule of Adjustment Data for the Operation Service

(excluding Asset Replacement)

[In Tables D1, D2 etc., below, the Proposer shall (a) indicate its proposed source and base values of indices for the different local and foreign currency elements of cost, (b) specify its proposed weightings for local and foreign currency payment.]

Table D1. Operation Service- Fee Component 1

Name of currency component	Rate of exchange at base date (Local currency per unit of foreign)	Name and source of index	Base value of index at Base Date	Proposer's Proposed index weighting (%) <i>[at base date]</i>
<i>[insert name of local currency]</i>		<i>[Insert name of index(es)]</i>		b=
				c=
				d=
<i>[Insert name of Foreign Currency #1]</i>				w=
<i>[Insert name of Foreign Currency #2]</i>				y=
<i>[Insert name of Foreign Currency #3]</i>				z=
			Total	100%

[Notes for the Employer:

- 1) For simplicity the table allows only one index per foreign currency. Additional rows can be added if the Employer intends to permit Proposers to use multiple indexes per currency in which case the formula in the Schedule of Indexation will also require adjustment.*
- 2) Additional tables (D2, D3 etc.) should be added for each component of the Operation Service Fee. For example, if the contractor is paid a fixed fee and a variable fee, two tables may be required; one table covering the fixed fee and the other covering the variable fee.*
- 3) It is normally not necessary to have a non-adjustable component during the Operation Service Period.]*

Table E

Schedule of Adjustment Data for the Asset Replacement Fund

[In Tables E1 etc., below, the Proposer shall indicate source and base values of indices for the different foreign currency elements of cost included in its Asset Replacement Schedule.]

Table E1. Asset Replacement

Name of currency	Rate of exchange at Base Date (Local currency per unit of foreign)	Name and source of index	Base value of index at Base Date
<i>[insert name of local currency]</i>		<i>[Insert name of index(es)]</i>	
<i>[Insert name of Foreign Currency #1]</i>			
<i>[Insert name of Foreign Currency #2]</i>			
<i>[Insert name of Foreign Currency #2]</i>			

[Notes for the Employer:

- 1) To be adapted by the Employer to suit its proposed Asset Replacement Proposal forms, Proposal currency requirements, and adjustment provisions.*
- 2) For simplicity the table shows only one index per currency. Additional rows can be added if the Employer intends to permit Proposers to use multiple indexes per currency. In such cases, the Proposer should be required to provide index weightings for each currency.*
- 3) The Employer shall note that the currency and index weighting may be different for each asset to be replaced. Therefore, there is no provision for the Proposer to specify its proposed weighting in this table*
- 4) It is normally not necessary to have a non-adjustable component for the Asset Replacement Fund.]*

Schedule of Priced Activities and Sub-activities

The total of the prices of the activities in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis.

The cost of any activity or sub-activity that the Proposer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.

Part [1] Proposal Price Forms - Design-Build

Specified Provisional Sums

Item no.	Description	Amount
1		
2		
3		
4		
	<i>[To be entered by the Employer. The provisional sums shall include an estimated amount to cover the Employer's portion (50%) of DAB's fees and expenses:]</i> Provisional sums for the Employer's portion of DAB 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 (B), p. ____)		

Part [1] Proposal Price Forms - Design-Build

Summary (Design-Build)

General Summary	Page	Amount
<i>Subtotal of Activities</i>	(A)	
<i>Specified Provisional Sumsⁱⁱ</i>	(B)	[sum]
<i>Total of Activities and Provisional Sums (A + B +)ⁱ</i>	(C)	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	(D)	[sum]
<i>Proposal Design Build Price (C + D) (Carried forward to Letter of Proposal)</i>	(E)	

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

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum will be excluded

Part [2] Proposal Price Forms – Operation Service
Operation Service Fees (excl. Asset Replacement Fund)

Ref.	Breakdown by Operation Service fees by revenue component	Totals	Yr. 1	Yr. 2	Yr. 3	etc.		
A	<i>e.g. Operation Service fixed fee</i>							
B	<i>e.g. Operation Service variable fee</i>							
C	Provisional Sum for Auditing Body							
D	Totals							

- i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Employer’s Representative in accordance with Clause 13.5 of the Conditions of Contract.
- ii) For evaluation purposes, Provisional Sums will be excluded

[The Employer shall adapt the form, and add additional forms, to suit the proposed Operation Service payment basis and permitted payment currencies. Add one additional Proposal form for each component of the Operation Service Fee]

Part [2] Proposal Price Forms – Operation Service

Asset Replacement Schedule

Ref.	Asset description	Scheduled Replacement Date	Amount in currency of Proposal	% Local (q)* [state currency]	% FC1 (r)* [state currency]	% FC2 (s)* [state currency]	% FC# [state currency]
1	Year 6 Asset Replacements						
	(a) Asset						
	(b) Asset						
	<u>Total Year 6 Asset Replacements</u>	 (Carried to Form 2a)				
2	Year 7 Asset Replacements						
	(a) Asset						
	(b) Asset						
	<u>Total Year 7 Asset Replacements</u>	 (Carried to Form 2a)				
	<u>Continue table for each year of the operation service</u>						

* “q”, “r” and “s” etc. are the proportions in each currency to be used for cost indexation purposes as further detailed in Section IX, Contract Agreement, Appendix 2 – Schedule of Cost Indexation.

[The Employer shall adapt the form if Proposers are allowed to be paid in multiple currencies.]

Part [2] Proposal Price Forms – Operation Service

Summary for Operation Service

Ref.	Activity	Total Operation Service Period <i>[sum all years]</i>	Yr. 1	Yr. 2	Yr. 3	etc.		
A	Operation Service (excluding asset replacement fund)							
B	Asset Replacement Fund (year 5 onwards)							
C	Totals		Total carried forward					

Part 3: Grand Summary

General Summary	Page	Amount
1. Proposal Design-Build Price		Sum
2. Proposal Operation Service Price		Sum
3. <i>Proposal total price (Design-Build + Operation Service Price (Carried forward to Letter of Proposal)</i>		<i>Sum</i>

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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*];
- (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) [*insert 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"]

Construction Management Strategy

The Proposer shall submit a construction management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction 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) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- (i) risk management approach for geotechnical and subsurface aspects of the Works;
- (j) quality management system including a draft of the quality management plan;
- (k) sustainability aspects demonstrating the Proposer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (l) preparation, approval and implementation for the Contractor's environmental and social management plan;
- (m) preparation, approval and implementation for the Contractor's occupational and community health and safety management plan;
- (n) grievance redress mechanisms;
- (o) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions Special Provisions Sub-Clause 4.21 ;
- (p) arrangements for testing upon completion of the works;
- (q) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- (r) *[insert any other relevant information, as may be appropriate.]*

Design Build.

Method Statements for key construction activities

The Proposer shall provide typical method statements for the following key construction activities. Each method statement shall describe the proposed approach to the construction activity, the level of staffing and experience, the safe system of work, and the construction equipment to be used.

[The Employer shall identify the key 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]

ES Management Strategies and Implementation Plans

The Proposer shall submit Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (j) of the Proposal Data Sheet.

In developing these strategies and plans, the Proposer shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.

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: labor influx, spread of communicable diseases, and Sexual Exploitation and Assault (SEA) 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 and assault and gender-based violence.

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 including unwelcome sexual advances, requests for sexual favors, and other unwanted 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. In Bank financed Projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration;
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, and Sexual Exploitation and Assault (SEA);
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 [Project 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 gender-based violence, 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 with relevant experience in handling gender-based violence*] 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): _____

Design Build Work Program

The Proposer shall set out a work program for design and construction of the Works to be undertaken, including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall consider the following key milestones:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer's Representative
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works 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 of Contract Sub-Clause 4.1;
- (f) Constitution of the DAB; and
- (g) *[insert any other relevant information, as may be appropriate.]*

Design Build Personnel Organization Chart

The Proposer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Design Build. The organization chart shall include the names of all Key Personnel.

Operation Service Proposals

The Proposer shall set out a detailed plan for the Operation Service which shall address the following:

- (a) Organisation and key personnel
- (b) Operations proposals
- (c) Preventative and reactive maintenance
- (d) Monitoring water/wastewater quality and flows
- (e) The operational systems to be developed, including details of any standards to be adopted or followed for example with respect to managing environmental and social risks during operation
- (f) Training of Contractor's Personnel
- (g) Asset replacement
- (h) Preparation of required documents and manuals
- (i) Quality assurance
- (j) Hand-back arrangements
- (k) Emergency Preparedness and Response Plan
- (l) Reporting arrangements, including the appropriate topics (that include ES) and timescales in accordance with the Particular Conditions of Contract Sub-Clause 4.21
- (m) *[insert any other relevant information, as may be appropriate.]*

Form EQU. Contractor's Equipment

The Proposer shall set out its strategy for obtaining or accessing the key equipment necessary to execute the Works in accordance with the Design Build Works 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 listed, or for alternative equipment proposed by the Proposer.

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	

Form PER -1.

Contractor’s Representative and Key Proposed Personnel

Proposers should provide the names and details of 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			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>Survey Manager</i>		
13.	<i>[Gender Based Violence Expert [Where a Project SEA risks are assessed to be high, Key Personnel shall include a gender-based violence expert with relevant experience in addressing sexual exploitation and assault cases]</i>		
14.	<i>[Modify/add others as appropriate]</i>		

<i>Key Personnel for operation service</i>			
<i>14.</i>	<i>Plant Manager</i>		
<i>15.</i>	<i>EHS Manager</i>		
<i>16.</i>	<i>Community Relations Manager</i>		
<i>17.</i>	<i>[Modify/add others as appropriate]</i>		

Form PER-2. Resume and Declaration of Contractor's Representative and Key Personnel

Name of Proposer

<i>Position (title of position from Forms PER-1)</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name</td> <td style="padding: 5px;">Date of birth</td> </tr> <tr> <td style="padding: 5px;">Address</td> <td style="padding: 5px;">Email</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency [<i>language and levels of speaking, reading and writing skills</i>]</td> </tr> </table>	Name	Date of birth	Address	Email	Professional qualifications		Academic qualifications		Language proficiency [<i>language and levels of speaking, reading and writing skills</i>]	
Name	Date of birth										
Address	Email										
Professional qualifications											
Academic qualifications											
Language proficiency [<i>language and levels of speaking, reading and writing skills</i>]											
Present employment	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Name of employer</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Address of employer</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone</td> <td style="padding: 5px;">Contact (manager / personnel officer)</td> </tr> <tr> <td style="padding: 5px;">Fax</td> <td style="padding: 5px;">E-mail</td> </tr> <tr> <td style="padding: 5px;">Job title</td> <td style="padding: 5px;">Years with present employer</td> </tr> </table>	Name of employer		Address of employer		Telephone	Contact (manager / personnel officer)	Fax	E-mail	Job title	Years with present employer
Name of employer											
Address of employer											
Telephone	Contact (manager / personnel officer)										
Fax	E-mail										
Job title	Years with present employer										

Summarize professional experience over the last [20 years], in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

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): _____

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.

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub-activity 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 14.3), Proposers are free to propose more than one for each activity/sub-activity.

Activity/Sub-Activity	Proposed Subcontractors	Nationality

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. If permitted under ITS 4.3, doe JV members wish to form an SPV:
4. Proposer's actual or intended Country of Registration:
5. Proposer's Year of Registration:
6. Proposer's Legal Address in Country of Registration :
7. Proposer's Authorized Representative [<i>Lead Member</i>] 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 64.1, 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 64.1, the successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>
9. Does the JV wish to form an SPV <i>[yes/ no] only relevant where PDS permits formation of SPV</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: _____

Date: _____

JV Member's Name _____

RFP No. and title: _____

Page _____ of _____ 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), USD 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 or 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 or 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 assault breaches]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i></p>	<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>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or assault breaches]</i></p>		<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 during the period of Proposal validity 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 during the Proposal Validity Period 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 end of the Proposal Validity Period.

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 during the period of Proposal validity specified in the Letter of Proposal; or
- (b) having been notified of the acceptance of our Proposal by the Employer during the period of Proposal validity, (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 65.

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 expiration of our Proposal.

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 **ITP 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 **ITP 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 **ITP 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 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 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

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Employer’s Requirements

Notes on preparing the Employer’s Requirements

The Employer’s Requirements contains the Scope, the Specifications, the Drawings, and Supplementary Information that describe the Works and Operation Service.

This is a “single responsibility contract”. **The Employer is not expected to provide detailed technical specifications. However, the Employer must have a clear idea of what it wants and must communicate its needs to the Proposers. Hence, the 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 should 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 this section of the RFP document should endeavor to define the Employer’s Requirements as precisely as possible **care must be taken to avoid over-specifying details** to the extent that the flexibility and potential benefits associated with a “single responsibility” RFP approach are seriously eroded. This section on Employer’s Requirements should, therefore, be carefully prepared by experts who are familiar with the requirements and with the technical aspect of the required Works. As the contractor is expected to carry out the design, the Employer should provide the criteria to which it expects the design to conform. The functional/ performance specifications may specify the characteristics, nature and performance of the finished work and any limitations which the Employer wishes to impose.

The Employer’s requirements should specify the Contractor’s Documents (Sub-Clause 5.2 of the General Conditions of Contract) that are required and their submission/approval 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. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified,

whether national standards of the Borrower’s country or other standards, 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. Where a brand name of a product is specified it should always be qualified with the terms “or equivalent”.

For such a contract, no detailed drawings would generally be available when inviting proposals. It would, however, be useful to include **conceptual drawings** and/or outline design, if any and as appropriate, to supplement or help explain the general concept of the Employer’s needs. Proposers should be advised to the extent to which the Employer’s outline design is a suggestion or a requirement.

The Employer shall make available to Proposers all relevant data in the Employer’s possession on sub-surface and hydrological conditions at the Site, including environmental aspects. (See Sub-Clause 4.10 of the Conditions of Contract). In addition, the Employer’s Requirements should also include, as appropriate, information of a technical nature referring to Employer’s Requirements in the following Sub-Clauses of the Conditions of Contract:

Sub-Clause No.	Information required	Remarks
1.1.33	<ul style="list-style-type: none"> • Employer’s Equipment 	
1.1.43	<ul style="list-style-type: none"> • Financial Memorandum 	
1.1.55	<ul style="list-style-type: none"> • Operation Service Requirements 	
1.9	<ul style="list-style-type: none"> • Number of copies of Contractor’s Documents • Publications to be kept on Site 	
1.12	<ul style="list-style-type: none"> • Intellectual Property rights retained by Employer 	
1.14	<ul style="list-style-type: none"> • Permissions being obtained by the Employer 	
2.1	<ul style="list-style-type: none"> • Possession of foundations, structures, plant or means of access 	Please also refer to Sub-Clause 2.1 (Part A- Contract Data) to ensure consistency and applicability.
4.1	<ul style="list-style-type: none"> • Intended purposes for which the Works are required 	As mentioned above
4.5	<ul style="list-style-type: none"> • Nominated Subcontractors 	
4.6	<ul style="list-style-type: none"> • Other contractors and others on Site, if any • Documents relating to Contractor possession of assets 	

4.7	<ul style="list-style-type: none"> • Setting- out points, lines and levels of reference 	The Sub-Clause states: “... specified in the contract or notified by the Employers Representative”
4.18	<ul style="list-style-type: none"> • Emissions, surface discharges and effluent. 	
4.19	<ul style="list-style-type: none"> • Details and prices of electricity, water, gas and other services if the services are to be available for the Contractor to use. 	
4.20	<ul style="list-style-type: none"> • Details of Employer’s Equipment and free-issue material, if any. 	
4.21	<ul style="list-style-type: none"> • Number of copies of progress reports • Contents of progress reports • Reporting requirements for the Operation Service 	
4.27	<ul style="list-style-type: none"> • Existing facilities 	
5.1	<ul style="list-style-type: none"> • Criteria (if any) for design personnel 	Consistent with any such requirement in Section III- Evaluation and Qualification Criteria
5.2	<ul style="list-style-type: none"> • Contractor’s Documents 	Specify, as appropriate, the extent to which the Contractor’s Documents are required, which of them are required for approval or consent (not just review), and the submission procedures. <i>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 Representative’s review under this Sub-Clause.</i>

5.4	<ul style="list-style-type: none"> • Applicable Technical Standards and regulations 	<i>This is also included under “Environmental and Social Requirements” below.</i>
5.5	<ul style="list-style-type: none"> • As- built drawings and other records of the Works 	
6.1	<ul style="list-style-type: none"> • Engagement of staff and labour 	
6.6	<ul style="list-style-type: none"> • Facilities for Contractor’s Personnel • Facilities for Employer’s staff 	
7.2	<ul style="list-style-type: none"> • Samples 	
7.4	<ul style="list-style-type: none"> • Testing 	
7.8	<ul style="list-style-type: none"> • Royalties 	
8.7	<ul style="list-style-type: none"> • Handback requirements 	
10.3	<ul style="list-style-type: none"> • Terms for appointment of the Auditing Body 	
10.4	<ul style="list-style-type: none"> • Free issue materials, fuels, consumables and other items to be provided by the Employer: 	
10.5	<ul style="list-style-type: none"> • Training required for Employer’s Personnel • Training materials 	
11.1	<ul style="list-style-type: none"> • Tests for completion of the Design-Build 	

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 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.

Separate draft templates for Employer’s Requirements for Water Treatment Plant and Wastewater Treatment Plant have been prepared to be used in conjunction with these SPDs and are annexed to the Guidance Note to these SPDs. The Employer should also take into account the general guidance set out here when drafting the Employer’s Requirements.

Environmental and Social Requirements

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

In preparing detailed specifications for ES requirements the Borrower should refer to and consider the applicable environmental and social standards in the ESF including the specific requirements set out in the Environmental and Social Commitment Plan (ESCP), EHSGs and other GIP as well as SEA prevention and management obligations.

The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract if any).

The following Sub-Clauses of the Conditions of Contract make explicit reference to ES matters stated in the Employer’s Requirements. However, it may also be necessary for the Employer to give specific information in the Employer’s Requirements under other Sub-Clauses. In all cases, consistency should be ensured.]

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
4.1	<i>Contractor’s General Obligations</i>	<i>State any: Specific requirement related to stakeholder engagement</i>
4.6	<i>Co-operation</i>	<i>Indicate specific aspects (if any) that require contractor’s cooperation such as to conduct environmental and social assessment.</i>
4.8	<i>Health and Safety Obligations</i>	<i>Indicate if there would be a health service provider Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor’s Personnel is required. Indicate any additional requirements for the health and safety manual</i>
4.15	<i>Access Route and Use of Public Roads</i>	<i>State any specific traffic and road safety requirement.</i>
4.18	<i>Protection of the Environment</i>	<i>Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded.</i>
4.21	<i>Progress Reports</i>	

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
4.22	<i>Security of the Site</i>	<i>State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable Laws. Include any other requirement set out in the ESCP.</i>
4.24	<i>Archeological and Geological Findings</i>	<i>Specify other requirements if any in accordance with the ESF – ESS8</i>
5.4	<i>Technical Standards and Regulations</i>	<p><i>State any:</i></p> <ul style="list-style-type: none"> • <i>applicable technical standards and requirements including to address:</i> <ul style="list-style-type: none"> • <i>climate change considerations,</i> • <i>universal access,</i> <p><i>risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events,</i></p>
6.2	<i>Rate of Wages and Conditions of Employment</i>	<i>State applicable requirements in accordance with the labour management procedure.</i>
6.5	<i>Working Hours</i>	<i>State applicable requirements in accordance with the labour management procedure.</i>
6.28	<i>Traning of Contractor’s Personnel</i>	<i>As set out in the ESCP, specify, , details of any training to relevant Contractor’s Personnel to be provided by the Employer’s Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)</i>

Management and Safety of Hazardous Materials

As applicable, specify requirements for the management and safety of hazardous materials (see ESF - ESS4 para. 17 and 18 and relevant guidance notes).

Resource Efficiency and Pollution Prevention and Management

As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS3 and relevant guidance notes).

- **Resource efficiency**

The Employer shall specify, as applicable, measures for improving efficient consumption of energy, water and raw materials, as well as other resources.

- **Energy:** *When the Works have been assessed to involve a potentially significant use of energy, specify any applicable measures to optimize energy usage.*
- **Water:** *When the Works have been assessed to involve a potentially significant use of water or will have potentially significant impacts on water quality, specify any applicable measures that avoid or minimize water usage so that the Works’ water use does not have significant adverse impacts on communities, other users and the environment.*
- **Raw material:** *When the Works have been assessed to involve a potentially significant use of raw materials, specify any applicable measures to support efficient use of raw materials.*

- **Pollution prevention and management**

- **Management of air pollution:** *specify any measure to avoid or minimize Works related air pollution. See also PC 4.18 and the table above.*
- **Management of hazardous and nonhazardous wastes:** *specify any applicable measures to minimize the generation of waste, and reuse, recycle and recover waste in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes.*
- **Management of chemicals and hazardous materials:** *specify any applicable measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials.*

- **Biodiversity Conservation and Sustainable Management of Living Natural Resources**

The Employer shall specify, as applicable, Biodiversity Conservation and Sustainable Management of Living Natural Resources (see ESF - ESS6 and relevant guidance notes). This includes, as applicable:

- *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
- *sustainable management of living natural resources; and*
- *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*

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

[See template of Employer Requirements for Water/ Wastewater Treatment Plant]

Site Information

[See template of Employer Requirements for Water/ Wastewater Treatment Plant]

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			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>Survey Manager</i>		
13.	<i>[Gender Based Violence Expert [Where a Project SEA risks are assessed to be high, Key Personnel shall include a gender-based violence expert with relevant experience in addressing sexual exploitation and assault 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</i>

			exploitation, and assault]
14.	<i>[Modify/add others as appropriate]</i>		
<i>Key Personnel for operation service</i>			
14.	<i>Plant Manager</i>		
15.	<i>EHS Manager</i>		
16.	<i>Community Relations Manager</i>		
17.	<i>[Modify/add others as appropriate]</i>		

Specifications

[Insert the specifications-see note above on drafting the specifications. The specifications should set out the applicable minimum standards that apply for the Works. In addition, other technical requirements to be incorporated in the design should be set out]

Site Plans / Concept Drawings

SUPPLEMENTARY INFORMATION

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII – GENERAL CONDITIONS (GC)

Gold Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Design, Build and Operate Projects first edition 2008” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC and the following “Particular Conditions” which comprise of the *World Bank’s* COPA and the amendments and additions to such General Conditions.

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SECTION IX – PARTICULAR CONDITIONS (PC)

The following particular conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Particular Conditions of Contract

Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	1.1.24	_____ <i>[insert the %, normally 5%]</i>
Cut-Off Date (number of days after the Time for Completion of Design-Build):	1.1.26	<i>[number of days]</i>
Employer's Representative's name and address: For the Design Build Period: For the Operation Service Period:	1.1.35	
Parts of the Works that shall be designated a Section for the purposes of the Contract:	1.1.70	
Time for Completion of Design-Build:	1.1.78	_____ days
Borrowers Name:	1.1.85	
Agreed methods of electronic transmission:	1.3	
Address of Employer for communications:	1.3	
Address of Employer's Representative for communications: For the Design Build Period: For the Operation Service Period:	1.3	
Address of Contractor for communications:	1.3	

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 the Letter of Acceptance
Joint and Several Liability: Type and minimum amounts of paid up share capital required: Minimum shareholding requirement after lock-in period:	1.15	If JV is permitted to form an SPV, specify here [] Lead shareholder Other shareholders
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> <i>“No later than the Commencement Date, except for the following parts (<u>include description of parts concerned</u>) in a time and manner stated in the Employer’s Requirements.”</i></p> <p><i>Option 2</i> <i>“No later than the Commencement Date, except for the following parts (<u>include description of parts concerned</u>): within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme”]</i></p>
Employer approval not required for variations less than:	3.1 % of Accepted Contract Amount

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 for the Design Build and in the same currency (ies) of the Accepted Contract Amount.
Reduction in Performance Security at the end of the Retention Period: Further reduction in Performance Security following five consecutive years of Operation Service during which the Contractor has achieved full compliance with the standards specified in the Schedule of Performance Standards	4.2	
Environmental and Social(ES) Performance Security: ES Performance Security Required: Amount and type of the ES Performance Security:	4.2	<p>Yes / No</p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of [<i>insert % figure(s) normally 1% to 3%</i>] of the Accepted Contract Amount for the Design Build and in the same currency(ies) of the Accepted Contract Amount.</p> <p>[The sum of the total “demand guarantees” (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount for Design Build.]</p>

Conditions	Sub-Clause	Data
Period for notification of errors, faults and other defects:	5.1	Days “[state number of days, normally not less than 28 days]”
Normal working hours on the Site:	6.5	
Period of the Operation Service:	8.2	[] months
Time for Completion of Design-Build:	9.2, 1.1.78	[] months
Time for Completion of each Section:	9.2, 1.1.78	[] months
Delay damages payable for each day of delay	9.6	____% of the Accepted Contract Amount for Design-Build, less provisional sum for DAB. <i>[If Sections are to be used, refer to Table: Summary of Sections below]</i>
Maximum amount of delay damages	9.6	____% of the Accepted Contract Amount less provisional sum for DAB. <i>[normally not exceeding 10%]</i>
Commencement Date if different from PC 10.2.	10.2	
Maximum amount of Performance Damages payable by the Contractor (Operation Service):	10.6 and 10.7	
Maximum amount of compensation payable by Employer (Operation Service):	10.6b	
Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service Period:	10.6 and 10.7	
Rights of the Employer if the failure continues for more than 84 days:	10.7	<i>[if to be different from that as set out in Sub-Clause 10.7]</i>
Percentage rate to be applied to Provisional Sums for	13.5	____%

Conditions	Sub-Clause	Data
overhead charges and profits:		
Contract Price and Rates and Prices to be adjusted for changes in cost as further detailed in the Schedule of Cost Indexation:	13.8	
a) Design-Build		a) Yes /No
b) Operation Service (excluding Asset Replacement)		b) Yes /No
c) Asset Replacement		c) Yes /No
Price adjustment permitted in Accepted Contract Amount for Operation Service to account for long term variations in Influent quality relative the Influent Baseline.	13.9	Yes /No <i>[If price adjustment is permitted then the Employer must include an Influent Baseline in the Employer's Requirements]</i>
Amount of Advance Payment	14.2	_____ % of the Accepted Contract Amount for the Design Build payable in the currencies and proportions in which the Accepted Contract Amount for Design Build is payable
Percentage deductions for the repayment of the Advance Payment:	14.2	
Requirements for submission of Statements if different from the GC and PC:	14.3	
Percentage of Retention:	14.3	_____% <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Limit of Retention Money:	14.3	_____% <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
Plant and Materials for payment when shipped:	14.6(b)(i)	
Plant and Materials for payment when delivered to the Site:	14.6(c)(i)	

Conditions	Sub-Clause	Data
Minimum Amount of Interim Payment Certificate applicable for the Design-Build. Minimum Amount of Interim Payment Certificate applicable for the Operation Service.	14.7(b)	
Financing charges for delayed payment:	14.9	
Currencies for payment of Contract Price: <i>[or reference Schedule of Payments]</i>	14.17	
Proportions of Local and Foreign Currencies are: <i>[or reference Schedule of Payments]</i>	14.17	
Rate of Exchange <i>[or reference Schedule of Payments]</i>	14.17	
Currencies of Payment of damages shall be: During the Design-Build During the Operation Service:	14.17	<i>[insert currencies or reference Schedule of Performance Damages]</i>
Amount of Maintenance Retention Fund:	14.19	
Operation of forces of nature allocated to the Contractor:	17.1 b (iii)	
Total liability of the Contractor shall not exceed:	17.8	
Permitted deductible limits:	19.2(a)(i)	
Additional sum to be insured:	19.2(a)(ii)	
Employer's Risks to be insured if different to Sub-Clause 17.1:	19.2(a)4	

Conditions	Sub-Clause	Data
Exceptional Risks to be insured if different to Sub-Clause 18.1:	19.2(a)5	
Insurance of Contractor's Equipment (minimum amount required):	19.2(b)	<i>[insert amount of insurance]</i>
Minimum amount of professional liability insurance required:	19.2(c)	<i>[insert amount of insurance]</i>
Period for which professional liability insurance required:	19.2(c)	
Minimum amount of insurance required for injury to persons and damage to property:	19.2(d)	<i>[insert amount of insurance]</i>
Other insurances required from the Contractor (give details):	19.2(f)	
Minimum amount of fire extended cover insurance required:	19.3(a)	<i>[insert amount of insurance]</i>
Minimum amount of insurance required to cover injury to any person and damage to property:	19.3(b)	<i>[insert amount of insurance]</i>
Other insurances required by law from the Contractor (give details):	19.3(d)	
Other optional insurances required from the Contractor (give details):	19.3(e)	
Time for appointment of DAB:	20.3	42 days after signature by both parties of the Contract Agreement.
The DAB shall be comprised of:	20.3	<p><i>Either: one sole Member</i></p> <p><i>Or: three Members</i></p> <p><i>[For a Contract estimated to cost above USD 50 million, the DAB shall comprise of three members. For a Contract estimated to cost between USD 20</i></p>

Conditions	Sub-Clause	Data
		<i>million and USD 50 million, the DAB may comprise of three members or a sole member. For a Contract estimated to cost less than USD 20 million, a sole member is recommended.]</i>
List of proposed members of DAB	20.3	<p>Proposed by Employer [<i>Attach CVs to the request for proposal 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>
Appointment (if not agreed) to be made by:	20.4	<i>[Insert name of an international organization or official as the appointing entity or official]</i>
Rules of arbitration:	20.8 (a)	<p>Sub-Clause 20.8(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 20.8 (a) shall be retained in the case of a Contract with a foreign Contractor or Sub-Clause 20.8 (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>
	20.8 (b)	Sub-Clause 20.8(b) of PART B – Special Provisions [<i>insert either “shall” or “shall not”</i>] _____ apply.
Place of arbitration	20.8 (a)	<i>[if 20.8(a) of PART B – Special Provisions applies]</i>

Table: Summary of Sections

Section Name/Description (Sub-Clause 1.1.70)	Time for Completion of Design Build (Sub-Clause 1.1.78)	Damages for Delay (Sub-Clause 9.6)

Particular Conditions of Contract

Part B- Special Provisions

Sub-Clause 1.1.11 Contract Agreement:

“if any” is deleted.

Sub-Clause 1.1.21 Contractor’s Personnel

The following is added at the end of the sub-clause:

“Contractor’s Personnel includes Key Personnel included in the Contract.”

Sub-Clause 1.1.49 Letter of Tender

After “entitled letter of tender”, “or letter of Proposal” is added.

Sub-Clause 1.1.72 Site

After “are to be executed”, “, including storage and working areas,” is added.

Sub-Clause 1.1.84 to 1.1.93 are added after Sub-Clause 1.1.83

- Sub-Clause 1.1.84** **“Bank”** means The International Bank for Reconstruction and Development and/or the International Development Association (whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
- Sub-Clause 1.1.85** **“Borrower”** means the borrower or recipient of Bank’s Investment Project Financing (IPF) identified in the Contract Data.
- Sub-Clause 1.1.86** **“ES”** means Environmental and Social (including Sexual Exploitation and Assault (SEA)).
- Sub-Clause 1.1.87** **“Sexual Exploitation and Assault” “(SEA)”** stands for the following:
- 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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.
- Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
- Sub-Clause 1.1.88** **“Existing Facilities”** means the existing plant, equipment, buildings and other assets at the Site to be taken over and operated by the Contractor as further described in the Employer’s Requirements.
- Sub-Clause 1.1.89** **“Performance Standards”** means the standards to be achieved by the Contractor during the Operations Period and includes the standards specified in the Schedule of Performance Standards.
- Sub-Clause 1.1.90** **“Schedule of Performance Standards”** means the schedule attached to the Contract Agreement specifying the core output Performance Standards to be achieved by the Works and the Contractor at commissioning and during the Operation Service Period.
- Sub-Clause 1.1.91** **“Schedule of Performance Damages”** means the schedule attached to the Contract Agreement which specifies the amounts of

damages payable by the Contractor in respect of a breach of the standards specified in the Schedule of Performance Standards.

Sub-Clause 1.1.92 “**Influent**” means the untreated water/ wastewater entering the Works at the delivery point to the Works).

Sub-Clause 1.1.93 “**Influent Baseline**” means the quality characteristics of the untreated Influent as set out in the Employer Requirements, used as the baseline for the design of the Works.”

Sub-Clause 1.2 **1.2 Interpretation**

The following is added as a new sub- clause:

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of the Parties thereunder shall be prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

Sub Clause 1.2(g) **Tender**

The following is added as a new sub-clause:

(e) “the word “tender” is synonymous with “Proposal” and “tenderer” with “Proposer” and the words “tender documents” with “request for proposal documents”.

Sub-Clause 1.3 **Communications**

In the third line “, discharges” is added after “requests.”

Sub-Clause 1.4 **Law and Language**

the whole Sub-Clause is replaced with the following in its entirety:

“1.4 Law and Language

The second sentence is deleted and replaced by:

“The ruling language of the Contract shall be that stated in the Contract Data.”

Sub-Clause 1.5 **Priority of Documents**

The following documents are added in the list of Priority Documents after (e):

“(f) the Particular Conditions Part C- Fraud and Corruption;

(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”

and the list renumbered accordingly.

Sub-Clause 1.6**Contract Agreement**

in the second line “unless they agree otherwise” is replaced with “unless the Particular Conditions establish otherwise.”

Sub-Clause 1.7**Operating License**

Delete the first paragraph and replace with the following:

“In consideration of the Contractor’s performance of the Operation Service, from the date of commencement of the Operation Service the Employer grants to the Contractor for the Operation Service Period, the exclusive right, license and authority to occupy, use and enjoy the Site free of charge and free and clear of all claims for the purposes of carrying the Operation Services.

Together with the Letter or Acceptance, the Employer shall, where necessary, issue, or cause to be issued, to the Contractor the Operating License or equivalent legal authorization to enable the Contractor to operate and maintain the Works during the Operation Service Period.”

This Operating License shall come into full force and effect upon the issue of the Commissioning Certificate required under Clause 11.7 and shall remain in force during the Operation Service Period.”

Sub-Clause 1.8**Assignment**

The whole sub-clause is replaced with the following:

- “(a) Except as provided in (b), (c) and (d) below, neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the consent of the other Party.
- (b) The Contractor may as security in favour of a bank or financial institution, assign its right to any monies due, or to become due, under the Contract.
- (c) During the Operation Service Period, the Employer may assign the whole of the Contract to the agency, if any, specified in the Contract Data subject to the following:
 - (i) The Employer shall provide at least 90 days’ written notice to the Contractor of its intention to assign the Contract. Such notice shall specify the financial arrangements that have been made for payment of the Contract Price to the Contractor.
 - (ii) The Employer shall not assign the Contract until reasonable evidence has been provided to the Contractor that financial arrangements have been

made, and will be maintained, which will enable the agency to pay the Contract Price punctually.

- (d) Where the Contractor is composed of a joint venture, no joint venture member shall assign or novate its interest in the Contract or the joint venture until the second anniversary of the date of the Commissioning Certificate. Following the second anniversary of the issue of the Commissioning Certificate a joint venture party that is not the lead member of the joint venture may assign its interest to the other partners to the joint venture on the consent of the Employer, such consent not to be unreasonably withheld.
- (e) Where the Contractor is an SPV, no member of the SPV shall assign its holding in the SPV until the second anniversary of the date of the Commissioning Certificate. Following the second anniversary of the issue of the Commissioning Certificate a member of the SPV on the consent of the Employer, such consent not to be unreasonably withheld, dilute its shareholding in the SPV to the percentage stated in the PDS.

Sub-Clause 1.9

Care and Supply of Documents

“of a technical nature” is deleted from the last paragraph.

Sub-Clause 1.13

Confidential Details

Sub-Clause 1.13 is replaced with the following in its entirety:

“1.13 Confidential Details

The Contractor’s Personnel and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract, to comply with applicable Laws or the information is required by the Bank. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.”

Sub-Clause 1.14

Compliance with Laws

At the end of (b), “failure to do so.” is replaced with “failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.”

Sub-Clause 1.15.2**Joint and Several Liability**

Before “If the Contractor constitutes” “1.15.1” is added. The following is then added:

[.15.2 If the Contractor is an SPV, throughout the Contract Period, the Contractor shall be bound to maintain its share capital at a minimum level of set out in the Contract Data of the total paid up share capital of the Contractor. The share capital may be increased without the Employer’s prior approval but a written notice of information shall be sent to the Employer. Any reduction of the Contractor’s share capital shall be subject to the prior written consent of the Employer.

1.15.3 The Lead Member who holds at least fifty-one percent (51%) of the subscribed and paid up equity of the Contractor at the Commencement Date shall continue holding at least fifty-one percent (51%) of the subscribed and paid up equity of the Contractor for a period up to the second anniversary of the date of the Commissioning Certificate, [and at least twenty-six percent (26%) for the following five (5) years] subject to the transferee having similar experience to the Lead Member and the approval of the Employer.

1.15.4 The other Members who hold less than forty-nine percent (49%) of the subscribed and paid up equity of the Contractor at the Commencement Date shall continue holding the same percentage of the subscribed and paid up equity of the Concessionaire up to the second anniversary of the date of the Commissioning Certificate.

Sub-Clause 1.16**Inspections and Audit by the Bank**

The following Sub-Clause is added after Sub-Clause 1.15:

“1.16 Inspections and Audit by the Bank

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 as to a

determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

Sub-Clause 2.4**Employer’s Financial Arrangements**

The Sub-Clause is replaced with the following:

“2.4 Employer’s Financial Arrangements

The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

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, with a copy to the Employer’s Representative, 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 his Notice of the extent to which such funds will be available.”

Sub-Clause 3.1**Employer’s Representative’s Duties and Authority****“3.1 Employer’s Representative’s Duties and Authority”**

the following shall be added to the end of the third paragraph:

“The Employer shall promptly inform the Contractor of any change to the authority attributed to the Employer’s Representative.”

Paragraph 3.1(c) is followed by:

“and

- (d) any act by the Employer’s Representative in response to a Contractor’s request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.”

The following provisions apply thereafter:

“The Employer’s Representative shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Employer’s Representative, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Employer’s Representative, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Employer’s Representative, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Employer’s Representative. The Employer’s Representative shall determine an addition to the Contract Price, in respect of such instruction, and an adjustment to the Time for Completion of Design-Build if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.”

Sub-Clause 3.3

Instructions of the Employer’s Representative

The last sentence in the second paragraph starting: “These instructions shall be given in writing.” is replaced with: “Whenever practicable, their instructions shall be given in writing. If the Employer’s Representative or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

(c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Employer's Representative or delegated assistant (as the case may be)."

Sub- Clause 3.4**Replacement of the Employer's Representative**

Replace the sub-clause with the following:

"3.4 Replacement of the Employer's Representative

If the Employer intends to replace the Employer's Representative, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Employer's Representative. If the Contractor considers the intended replacement Employer's representative to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection."

Sub- Clause 3.5**Determinations**

In the second paragraph replace the first sentence with: "The Employer's Representative shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified."

Sub-Clause 4.1**Contractor's General Obligations**

At the end of the second paragraph, the following is added: "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."

Insert in the fifth paragraph after the sentence "*The Contractor shall, whenever required by the Employer's Representative, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.*"

"The Contractor shall not carry out 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's Representative gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts.

The Contractor shall submit, to the Employer's Representative for its approval, any additional Management Strategies and Implementation Plans 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 Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP).

The C-ESMP shall be part of the Contractor's Documents.

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's Representative for its approval.

The following is added at the end of the Sub-Clause:

“The Contractor shall provide relevant contract- related information, as the Employer and/or Employer's Representative may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Employer's Representative may reasonably request.”

Sub-Clause 4.2

Performance security

Add in the first paragraph second line after “of the Contract” “and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the contractor's ES obligations”.

Delete the third paragraph and replace with the following:

“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 and shall send a copy to the Employer's Representative. The Performance Security and, if applicable, ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”

In the fourth, sixth [and seventh] paragraphs, references to “Performance Security” shall include references to “ES Performance Security” if applicable.

Delete the fifth paragraph and replace with:

“The Employer shall not make a claim under the Performance Security or the ES Performance Security, as applicable, except for amounts to which the Employer is entitled under the Contract.”

At the end of the sub-clause, add

“Without limitation to the provisions of the rest of this Sub-Clause, whenever the Employer’s Representative determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Employer’s Representative’s request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.”

At the end of this Sub Clause 4.2, add:

“If specified in the Contract Data the Contractor shall obtain at his cost an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations during the Design-Build Period in the amounts and currencies set out in the Contract Data.

The Contractor shall deliver the ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Employer's Representative. The ES Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.

The Contractor shall ensure that the ES Performance Security is valid and enforceable until the issue of the Commissioning Certificate. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Commissioning Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the ES Performance Security until the Contractor has been entitled to receive the Commissioning Certificate. Failure by the Contractor to maintain the validity of the ES Performance Security shall be grounds for termination in accordance with Sub-Clause 15.2 [Termination for Contractor's Default].

The Employer shall not make a claim under the ES Performance Security, as applicable, except for amounts to which the Employer is entitled under the Contract.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security which the Employer was not entitled to make.

The Employer shall return the ES Performance Security to the Contractor within 21 days after receiving a copy of the Contract Commissioning Certificate.

In the following General Conditions sub-clauses references to “Performance Security” shall include references to “ES Performance Security, as applicable”:

2.1- Right of Access to the Site

14.7- Issue of Interim Payment Certificate

14.8(a)- Payment

14.14- Discharge

15.2(a)- Termination

15.5- Employer’s Entitlement to Termination

16.4(a)- Payment on termination”.

Sub-Clause 4.3

Contractor’s Representative

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’s Representative.”

Sub-Clause 4.4

Subcontractors

The following is added before “The Contractor shall be responsible for the acts or...”

“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements.”

The following is added at the end of the last paragraph of Sub-Clause 4.4:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned

to the Employer under Sub-Clause 15.2. [*Termination for Contractor's Default*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”

Sub-Clause 4.6

Co-operation

The following is added as the second paragraph:

“The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Employer’s Representative, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”

in the second paragraph (now third paragraph): “to suffer delays and/or” is added before “to incur Unforeseeable Cost.”

Sub-Clause 4.8

The Sub-Clause is replaced with the following:

“Health and Safety Obligations

The contractor shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;
- (g) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor’s Personnel;

- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) subject to Sub-Clause 4.6, where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Within 21 days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Employer's Representative for its approval 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 [*Contractor's Documents*].

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (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);

- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) 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,
- (vi) 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;
- (vii) 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

(b) any other requirements stated in the Employer's Requirements.

In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.21 [*Progress Reports*] the Contractor shall inform the Employer's Representative immediately of any allegation, incident or accident in the Site, 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. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation

(sexual exploitation, or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the incident or accident, shall also immediately inform the Employer's Representative 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's Representative within the timeframe agreed with the Employer's Representative.

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.

The Contractor shall maintain records concerning the health and safety of persons and any damage to property.

Sub-Clause 4.12

Unforeseeable Physical Conditions

The last paragraph is replaced with: "The Employer's Representative shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence."

Sub-Clause 4.13

Rights of Way and Facilities

The sub-clause is replaced with the following: "Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works."

Sub-Clause 4.15

Access Route

"at Base Date" is added at the end of the first sentence.

The following is added at the end of Sub-Clause 4.15:

"The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor and use road safety incidents and accidents reports to identify negative safety issues, and establish and implement necessary measures to resolve them.”

Sub-Clause 4.18**Protection of the Environment**

Sub-Clause 4.18 Protection of the Environment is replaced with:

“The Contractor shall take all necessary measures to:

- (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.

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.

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’s Representative 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’s Representative.”

Sub-Clause 4.21**Progress Reports**

Sub-Clause 4.21 (g) is replaced by the following:

“4.21 (g) the Environmental and Social (ES) metrics set out the Particular Conditions - Part D;”

Sub-Clause 4.22**Security of the Site**

The Sub-Clause is replaced with the following:

“The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorised persons off the Site;
- (b) authorised persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorised personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Employer’s Representative to the Contractor.

The Contractor shall, within 21 days of the Commencement Date, submit for the Employer's Representative's No-objection a security management plan that sets out the security arrangements for the Site.

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.

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.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."

Sub-Clause 4.24

The heading is replaced with: "**Archaeological and Geological Findings**".

The first paragraph is replaced with the following:

"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Employer's Requirements and relevant Laws."

Sub-Clause 4.26

Demolition: add the following Sub-Clause:

"The Contractor shall not demolish any building or structure except where specified in the Employer's Requirements, or with the prior written approval of the Employer's Representative.

The conditions for the re-use, sale and disposal of demolished materials shall be as specified in the Employer Requirements.”

Sub-clause 4.27

Existing Facilities: Add the following Sub-Clause:

“The Contractor shall take over, rehabilitate, upgrade, operate and maintain the Existing Facilities to the extent specified in the Employer’s Requirements.

Unless stated otherwise in the Employer’s Requirements, the Contractor shall provide, and pay for, all labour, equipment, materials (including spare parts and consumables), and electricity necessary to operate and maintain the Existing Facilities.

During the Design-Build Period,

- (a) the Contractor shall use all reasonable endeavors to meet the standards of performance specified for the Existing Facilities in the Employer’s Requirements;
- (b) The Employer shall indemnify and hold harmless the Contractor against any and all claims made against it in respect of the operation of the Existing Facilities to the extent that the condition or design of the Existing Facilities renders them unable to meet the applicable performance standards.”

As at the date of commencement of the Operation Service the Existing Facility, unless specified otherwise in the Employer’s Requirements, will be deemed to form part of the Works, and all references in the Contract to Works, Permanent Works, Plant and Site etc. shall be deemed to include the Existing Facilities.

Sub-clause 4.28

Suppliers (other than Subcontractors)

4.28.1 Forced Labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.20. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.28.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.21. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation,

the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.28.3 Serious Safety Issues

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to introduce procedures and mitigation measures to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.28.4 Obtaining natural resource materials in relation to supplier

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

Sub-clause 4.29

The following Sub-Clause is added:

“Code of Conduct

The Contractor shall have a Code of Conduct for the Contractor’s Personnel.

The Contractor shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same.

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.”

Sub-Clause 6.1

Engagement of Staff and Labour

The following paragraphs are added at the end of the Sub-Clause:

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements; and shall also include the Code of Conduct for Contractor’s Personnel as set forth in Sub-Clause 4.29. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.

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.”

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

The following paragraphs are added at the end of the Sub-Clause:

: “The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and
- (b) 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 Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Employer’s Requirements, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.”

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 6.6**Facilities for Staff and Labour**

The following is added at the end of the Sub-Clause:

““The Contractor shall ensure that such accommodation and welfare facilities meet the requirements of the health and safety manual.

If stated in the Employer’s Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel as stated in the Employer’s Requirements.”

Sub-Clause 6.7**Health and Safety**

In the beginning of the Sub-Clause: “The Contractor shall ” is replaced with: In addition to the requirements of Sub-Clause 4.8 [*Health and Safety Obligations*], the Contractor shall” The first sentence of the last paragraph is deleted.

Sub-Clause 6.9**Contractor’s personnel**

The Sub-Clause is replaced with:

“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Employer’s Representative 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:

- (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 [*Persons in the Service of the Employer*];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer’s Representative 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.

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), the replacement provision in this Sub-Clause 6.9 shall apply.

If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Employer’s Representative, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Employer’s Representative, revoke the appointment of the Key Personnel or appoint a replacement.”

The following Sub-Clauses 6.12 to 6.25 are added after sub-clause 6.11

Sub-Clause 6.12
Foreign Personnel

The Contractor may bring in to 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.

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.

- Sub-Clause 6.13**
Supply of Foodstuffs
- 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.
- Sub-Clause 6.14**
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.
- Sub-Clause 6.15**
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.
- Sub-Clause 6.16**
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.
- Sub-Clause 6.17**
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.
- Sub-Clause 6.18**
Festivals and Religious Customs
- The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- Sub-Clause 6.19**
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.
- Sub-Clause 6.20**
Forced Labour
- The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of 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.
- 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.

Sub-Clause 6.21
Child Labour

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).

The Contractor, including its Subcontractors, shall not employ 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.

The Contractor including its Subcontractors, shall only employ 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 Representative's consent. The Contractor shall be subject to regular monitoring by the Employer's Representative that includes monitoring of health, working conditions and hours of work.

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:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (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

under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.22
**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 summarised on a monthly basis and submitted to the Employer's Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.23

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to

Workers' Organisations 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' organisations, 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 organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.24

**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 6.21).

Sub-Clause 6.25

**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 6.23, 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.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.26

Training of Contractor's Personnel

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 health and safety training referred to in Sub-Clause 4.8

As stated in the Employer's Requirements 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.

The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

**Sub-Clause 7.3
Inspection**

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

Sub-Clause 7.3 (c) is replaced with: "carry out other duties and inspections, including carrying out environmental and social audit."

Sub-Clause 7.4

Testing

The second paragraph shall start as: "Except as otherwise specified in the Contract, the Contractor shall....".

Sub-Clause 7.7

Ownership of Plant and Materials

The first paragraph shall start as: “Except as otherwise specified in the Contract,” Further in each of point (b) and (c), “when the Contractor is entitled to payment of the value” is replaced with “when the Contractor is paid the corresponding value”.

The following is added at the end of the sub-clause:

“For the avoidance of doubt, vehicles, trucks, mobile plant and site equipment (other than temporary mobile plant and temporary site equipment brought onto the site to undertake specific remedial tasks), tools, office equipment, software and office consumables used by the Contractor for the Operation Service shall become the property of the Employer. Vehicles used for personal transportation of the Contractor’s Personnel and computers and mobile devices allocated for the personal use of the Contractor’s Personnel shall be Contractor’s Equipment.

The Contractor shall maintain up-to-date inventories of the Contractor’s Equipment, Materials and Temporary Works throughout the term of the Contract.”

Sub-Clause 8.1

Commencement of Work

The sub- clause is replaced in its entirety with the following:

“8.1 Commencement of Work

Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Employer’s Representative’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]);
- (c) 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 1.14 [Compliance with Laws] as required for the commencement of the Works;
- (d) 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; and

(e) appointment of the DAB.

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.”

If the said Employer’s Representative’s instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

Sub-Clause 9.5

Rate of Progress

The following is added as the last paragraph of the sub- clause:

“Additional costs of revised methods including acceleration measures, instructed by the Employer’s Representative to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.”

Sub-Clause 9.11

Resumption of Work

The following is added at the end of the sub-clause after “suspension”:

“after receiving from the Employer’s Representative an instruction to this effect under Clause 13 [Variations and Adjustments].”

Sub-Clause 10.1

General Requirements:

Add the following after Operation Management Requirements: “, and Performance Standards.”

Sub-Clause 10.1 General Requirements:

Replace the second paragraph with the following:

“The Contractor shall follow the requirements of the operation and maintenance manuals and any additional Operation Service plans and manuals, prepared by the Contractor in accordance with the Operation Management Requirements. No significant alteration to such arrangements and methods shall be made without the prior approval of the Employer's Representative.”

Sub-Clause 10.2**Commencement of Operation Service:**

Replace the first paragraph with the following:

“Unless otherwise stated in the Contract Data, the date of commencement of the Operation Service shall be the date seven days following the date of issuance of the Commissioning Certificate issued under Sub-Clause 11.7 [Commissioning Certificate], or such earlier date the Parties may agree to.”

Sub-Clause 10.4**Delivery of Raw Materials**

In the first paragraph, delete “Employer’s Requirements” and replace with “Contract Data”.

Sub-Clause 10.6**Delays and Interruptions during the Operation Service:**

Replace sub-paragraph (a) with the following

- (a) If there are any delays or interruptions during the Operation Service which are caused by the Contractor or by a cause for which the Contractor is responsible, the Contractor, subject to Sub-Clause 3.5 [*Determinations*], shall pay the Employer the performance damages for delay and interruptions specified in the Schedule of Performance Damages. The Employer shall be entitled to recover the amounts due by making corresponding deductions from the payments due to the Contractor. However, the amount of Performance Damages in any contract year of the Operation Service, and the total amount of Performance Damages payable by the Contractor to the Employer, shall not exceed the amounts stated in the Contract Data.

There will be no extension of the period of the Operation Service as a result of any such delay or interruption.

If a delay or interruption results in a failure to meet Performance Standards and the Contractor is also liable to pay performance damages pursuant to Sub-Clause 10.7, then damages shall not be imposed under both clauses, and the Employer shall determine whether to impose damages under this Sub-Clause 10.6 (a) or under Sub-Clause 10.7.

Sub-Clause 10.7

Failure to Reach Production Outputs: replace title with “Failure to Meet Performance Standards” and replace entire sub-clause with the following:

In the event that the Contractor fails to achieve the Performance Standards required under the Contract, the Parties shall jointly establish the cause of such failure.

- (a) If the failure is due to the Employer or any of his servants or agents, then, after consultation with the Contractor, the

Employer shall give written instruction to the Contractor of the measures which the Employer requires the Contractor to take.

If the Contractor suffers any additional cost as a result of the failure or the measures instructed by the Employer, the Employer, subject to Sub-Clause 3.5 [*Determinations*] and Sub-Clause 20.1 [*Contractor's Claims*], shall pay the Contractor his Cost Plus Profit.

- (b) If the failure is due to the Contractor then, after due consultation with the Employer, the Contractor shall at its own expense make any changes, modifications or additions to the Works, to its operating procedures, and to the Contractor's Personnel, as may be necessary to bring the Works and Operation Service into compliance with the Performance Standards.

If the failure relates to a Performance Standard for which damages are specified in the Schedule of Performance Damages, then the Contractor, subject to Sub-Clause 3.5 [*Determinations*], shall pay the Employer the performance damages specified in the Schedule of Performance Damages. The Employer shall be entitled to recover the amount due by making corresponding deductions from the payments due to the Contractor.

The amount of compensation payable by the Contractor to the Employer under this sub-clause in any contract year of the Operation Service Period and total amount of compensation payable by the Contractor under this Sub-Clause 10.7 (*Failures to meet Performance Standards*) shall not exceed the amounts stated in the Contract Data.

Unless otherwise stated in the Contract Data, if the failure continues for a period of more than 84 days and the Contractor is unable to achieve the required Performance Standards, the Employer may either:

- (i) continue with the Operation Service at a reduced level of compensation determined in accordance with Sub-Clause 3.5 [*Determinations*]; or,
- (ii) give Notice to the Contractor of not less than 56 days of its decision to terminate the Contract, in accordance with Sub-Clause 15.2 [*Termination for Contractor's Default*]. In such an event, the Employer shall be free to continue the Operation Service itself or by others.

Sub-Clause 10.9

Ownership of Output and Revenue: Add at the beginning of the paragraph the following:

“Unless specified otherwise in the Contract Data,”

- Sub-Clause 11.1** In the fifth paragraph, “Schedule of Guarantees” is replaced with “Schedule of Performance Standards”
- Sub-Clause 11.8** **Joint Inspection Prior to Contract Completion:** Replace the first paragraph with the following:
Not less than two years prior to the expiry date of the Operation Service Period, the Employer's Representative and the Contractor shall carry out a joint inspection of the Works and, within 28 days of the completion of the joint inspection, the Contractor shall submit a report on the condition of the Works, for the Approval of the Employer’s Representative, identifying all remedial works and asset replacements (excluding routine maintenance works) that are necessary a) to satisfy the handback requirement specified in the Employer’s Requirements, and b) to ensure that the Works can be operated in full compliance with the Performance Standards after the Contract Completion Date.
- Sub-Clause 13.1** **Right to Vary**
In the first paragraph, “The variation shall not comprise the omission of any work which is to be carried out by others” is deleted. In the second paragraph, added as (iv): “such Variation triggers a substantial change in the sequence or progress of the Works.”
In the second paragraph, “Schedule of Guarantees” is replaced with “Schedule of Performance Standards”
- Sub-Clause 13.3** **Variation procedure**
Add the following to the end of Sub-Clause 13.3. (a):
“and sufficient ES information to enable an evaluation of ES risks and impacts;”
- Sub-Clause 13.5** **Provisional Sums**
The Provisional Sum shall be used to cover the Employer's share of the DAB members’ fees and expenses, in accordance with Clause 20.3. No prior instruction of the Employer’s Representative shall be required with respect to the work of the DAB. The Contractor shall submit the DAB 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 Change in Legislation

The following is added at the end of the sub-clause:

“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 13.8 [Adjustments for Changes in Cost].”

Sub-Clause 13.9 Adjustments for Changes in Influent Quality: The following Sub-Clause is added

“If provided for in the Contract Data, the Contract Price and/or Performance Standards shall be adjusted to take account of the impacts of long term changes in the characteristics of the Influent received at the delivery point to the Works, relative to the Influent Baseline, provided that:

- (a) The changes in Influent characteristics are sustained and permanent;
- (b) The changes give rise to an increase or decrease in the Contractor’s annual Operation Service costs (excluding any Asset Replacement amounts) of greater than 5 % [*or Employer may insert alternative value*] relative to what the costs would have been had the long term changes in the characteristics of the Influent not occurred.

In such case, either the Employer or the Contractor shall be entitled to initiate an adjustment in the Contract Price and/or Performance Standards. The Contractor shall be entitled to make a claim for an adjustment in the Contract Price in accordance with Sub-Clause 20.1 (Contractor’s Claims), and/or may submit a proposal for an adjustment in the Performance Standards under Sub-Clause 13.2 (Value Engineering). The Employer shall be entitled to vary the Contract Price or Performance Standards by issuing a Variation in accordance with Clause 13 (Variations and Adjustments)

Following a successful claim under this Sub-Clause, the Employer’s Representative shall update the Influent Baseline to reflect the long term changes to the characteristics, and the updated Influent Baseline shall be used as the baseline against which to evaluate any further claims for price adjustment under this Sub-Clause.”

Sub-Clause 14.1 The Contract Price

[*Note to the Employer: include one of the following two alternative texts as applicable*]

The following is added at the end of the Sub-Clause:

[*Alternative 1*]

“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.”

[*Alternative 2*]

“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 be 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.”

Sub-Clause 14.2

Advance payment

The sub-clause is replaced in its entirety by the following:

“14.2 Advance Payment

The Employer shall make an advance payment, as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Employer’s Representative shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Advance and Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be [based on the sample form included in the tender documents] [in the form annexed to the Particular Conditions] or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Employer’s Representative in accordance with Sub-Clause 14.7 [Issue of Advance and Interim Payment Certificates], as follows:

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount for the Design Build less Provisional Sums; and
- (b) deductions shall be made at the amortization rate stated in the Contract Data of the amount of each Interim Payment Certificate

(excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; 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.

If the advance payment has not been repaid prior to the issue of the Commissioning Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 18 [Exceptional Risks] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer], except for Sub-Clause 15.5 [Employer's Entitlement to Termination for Employer's Convenience], payable by the Contractor to the Employer."

Sub-Clause 14.3**Application for Advance and Interim Payment Certificates**

Add to the end of the second paragraph:

"The Contractor shall prepare separate Statements for the Design-Build and for the Operation Service."

Sub- Clause 14.7**Issue of Advance and Interim Payment Certificates**

In the first paragraph, "issue to the Employer" is replaced with "deliver to the Employer and to the Contractor."

The following is added to the third paragraph as (c):

(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's Representative, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Employer's Representative, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES requirements described in the Employer's Requirements;
- (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;
- (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;

- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions of Contract 4.21), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Employer's Representative within the specified timeframe (e.g. remediation addressing non-compliance/s).

Sub-Clause 14.8**Payment**

(b) and (c) are replaced with the following

“(b) the amount certified in each Interim Payment Certificate within 56 days after the Employer's Representative receives the Statement and supporting documents; or, 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 shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and

(c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, 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 undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

Sub-Clause 14.9**Delayed Payment**

In the second paragraph, 4th line, after “currency of payment,” the following is inserted: “or, if not available, the interbank offered rate,”

Sub-Clause 14.10**Payment of Retention money**

Add to the end of the Sub-Clause:

Unless otherwise stated in the Contract, when the Commissioning Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Employer's Representative, the Contractor shall be entitled to 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 in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Employer's Representative 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 under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the performance certificate.

Sub-Clause 14.12 Issue of Final Payment Certificate Design-Build

In the first paragraph, "issue, to the Employer," is replaced with "deliver, to the Employer and to the Contractor". Further (a) is replaced with: "the amount which he fairly determines is finally due for the Design Build; and"

Sub-Clause 14.15 Issue of Final Payment Certificate Operation Service

In the first paragraph, "issue, to the Employer," is replaced with "deliver, to the Employer and to the Contractor". Further (a) is replaced with: "the amount which he fairly determines is finally due for the Operation Service; and; and (b) is replaced with: "the amount which he fairly determines is finally due for the Contract; and"

Sub- Clause 14.17 Currencies of Payment

In the first paragraph, "Unless otherwise stated in the Particular Conditions," is deleted.

Sub-Clause 15.2 Termination for Contractor's Default

The following is added as (h) before "or if any of the Contractor's Personnel": "(h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract." Further in the second paragraph, "or (h)" is added after "or (g)" and paragraph (h) is renumbered (i).

Sub-Clause 15.5 Termination for Employer's Convenience

The last paragraph shall be replaced with the following:

"The Employer shall not terminate the Contract under this Sub-Clause in order to execute or operate the Works (or any part thereof) himself, or arrange for the Works (or any part thereof) to be executed or operated by another contractor, or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]"

Sub-Clause 15.8 Fraud and Corruption

The following new Sub-Clause is added:

“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 the Particular Conditions - Part C- Fraud and Corruption.”

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 request for proposal 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.”

Sub-Clause 16.1 Contractor’s Entitlement to Suspend Work

The following paragraph added after the first paragraph: “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.”

Sub-Clause 16.2 Termination by Contractor

Replace (d) with: “the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,”

Further, the “or” is deleted at the end of sub-paragraph (f), and the following is added as a new sub-paragraph (h): “the Contractor does not receive the Employer’s Representative’s instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

The following is added as penultimate paragraph: “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 14.8 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.9 [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, with a copy to the Employer’s Representative, such termination to take effect 14 days after the giving of the notice.”

Sub-clause 16.3**Cessation of Work and removal of Contractor’s Equipment**

In paragraph (b), add after “received payment” “, including those items listed in the Employer’s Requirements”.

Sub-Clause 17.8

Limitation of Liability: The sub-clause is replaced with the following:

“Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 9.8 [Delay Damages relating to Design Build]; Sub-Clause 10.6 [Delays and Interruption during the Operation Service]; Sub-Clause 10.7 [Failure to Meet Performance Standards]; Sub-Clause 12.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination for Contractor’s Default]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.9 [Indemnities by the Contractor]; Sub-Clause 17.10 [Indemnities by the Employer]; Sub-Clause 17.6(b) [Consequences of Employer’s Risks resulting in Damage] and Sub-Clause 17.12 [Risk of Infringement of Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer’s Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.”

Sub-Clause 17.9**Indemnities by the Contractor**

Sub-paragraph (b) is replaced with:

“damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, the execution and completion or operation and maintenance of the Works, unless and to the extent that

any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel."

Sub-Clause 17.13**Use of Employer's Accommodation/Facilities**

The following sub-clause added as 17.13:

"Sub-Clause 17.13 - Use of Employer's Accommodation/ Facilities

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 Commissioning Certificate for the Works).

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, rectify the loss or damage to the satisfaction of the Employer's Representative."

Sub-Clause 18.1**Exceptional Risks**

The following added in (b) before "rebellion": sabotage by persons other than the Contractor's Personnel," Further in (c) and other employees of the Contractor and Subcontractors" is deleted.

The following additional paragraphs are added at the end of the Sub-Clause:

"(g) upstream pollution of the Influent that prevents the Contractor from providing the Operation Service in accordance with this Agreement.

(h) if provided for in the Contract Data, events of high Influent turbidity in which the suspended solids exceed the value specified in the Contract Data and which prevent the Contractor from providing the Operation Service in accordance with this Agreement. [*Only relevant for water treatment - provision to be deleted for wastewater treatment plant projects*]

(i) the wastewater Influent flow exceeds a capacity Performance Standard for the Works and prevents the Contractor from providing the Operation Service in accordance with this Agreement [*provision to be deleted for water treatment plant projects*]

Sub-Clause 18.4**Consequences of an Exceptional Event**

(b) is replaced with: “if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 18.1 [Exceptional Risks] and, in sub-paragraphs (b) to (e), and (g) to (i), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Event, to the extent they are not recovered through the insurance policy referred to in Sub-Clause 19.2 [Insurances to be Provided by the Contractor during the Design-Build Period].”

Sub-Clause 18.56**Optional Termination, Payment and Release**

In (c), “and necessarily” is inserted after “reasonably”.

Sub-Clause 19.1**Insurance General Requirements**

After the fourth paragraph the following paragraph is added: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.”

Further the following is added as the final paragraph: “The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”

Sub-Clause 19.2**Insurances to be provided by the Contractor during the Design Build Period**

At the beginning of the Sub-Clause, add “unless otherwise stated in the Contract Data,”

The following is added at the end of the Sub-Clause:

“For those insurances required under this Sub-Clause to be in the joint names of the Parties, the Parties shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,”

Sub-Clause 19.3**Insurances to be provided by the Contractor during the Operation Service Period**

At the beginning of the Sub-Clause, add “unless otherwise stated in the Contract Data,”

The following is added at the end of the Sub-Clause:

“(f) Liability for breach of professional duty

The Contractor shall insure the legal liability of the Contractor arising out of the negligent fault, defect, error or omission of the Contractor or any person for whom the Contractor is responsible in the carrying out their professional duties in an amount not less than that stated in the Contract Data.

Such insurance shall contain an extension indemnifying the Contractor for his liability arising out of negligent fault, defect, error or omission in the carrying out his professional duties which result in the Works not being fit for the purpose specified in the Contract and resulting in any loss and/or damage to the Employer.

The Contractor shall maintain this insurance for the period specified in the Contract Data.

For those insurances required under this Sub-Clause to be in the joint names of the Parties, the Parties shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage.”

Sub-Clause 20.3

Appointment of the Dispute Adjudication Board

In the 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 of Appendix- General Conditions of Dispute Adjudication Agreement.”

After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAB members shall not have the same nationality as the Employer or the Contractor.”

Sub-Clause 20.4

Failure to Agree Dispute Adjudication Board

In (a): “by the date stated in the first paragraph of Sub-Clause 20.3[*Appointment of the Dispute Adjudication Board*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”. In (b) and (c): “by such date” refers to “within 42 days from the date the Contract is signed by both Parties”.

Sub- Clause 20.8

Arbitration

In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:

- (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].

(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.”

General Conditions of Dispute Adjudication Agreement

3.Warranties

The second paragraph starting “When appointing the Member” is replaced with:

“When appointing the Member, each Party relies on the Member's representations, that he/she;

- (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;
- (c) has received formal training as an adjudicator from an internationally recognized organization;
- (d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- (e) has experience in the interpretation of construction and/or engineering contract documents;
- (f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- (g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAB).”

6.Payment

From the paragraph starting with: “The Member shall submit invoices for”:

“and air fares” and “other” are deleted from the first and second sentences respectively.

Procedural Rules for Dispute Adjudication Board members

Rule 10: “and” is deleted from (g) and the following is added: “and (i) appoint one or more experts (including legal and technical expert (s)), with the agreement of the Parties.”

“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 nominated ² 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,

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.

and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect ³ 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 metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]

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 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. allegations of SEA) received in the reporting period and unresolved past grievances by date received, complainant, 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 bowsters, 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 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)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
---	--	--	--

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 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.

The amount is made up of the following components:

The Accepted Contract Amount for the Design-Build of:

.....

(currency and amount in figures)

The Accepted Contract Amount for the Operation Service* of:

.....

(currency and amount in figures)

**Insert value including amounts for asset replacement*

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 and an Environmental and Social Performance Security Forms ***[Delete ES Performance Security if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with PDS ITP 64.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the request for proposals 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 designed, executed and operated by the Contractor, and has accepted a Proposal by the Contractor for the design, execution, completion and operation and maintenance of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Proposal
 - (iii) the addenda Nos _____ (if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions
 - (vi) the Employer’s Requirements
 - (vii) the completed Schedules,
 - (viii) The Operating License and (ix) The Contractor’s Proposal and any other documents forming part of the Contract. including, but not limited to:
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. 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 design, execute, complete, operate and maintain the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Operating License.
4. The Employer hereby covenants to pay the Contractor in consideration of the design, execution, completion operation and maintenance 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 and to grant the Contractor (or cause the Contractor to be granted) a royalty-free license to enable him to operate and maintain the Works during the Operation Service Period

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)

Appendices to the Contract Agreement:

- Appendix 1: Schedule of Payments
- Appendix 2: Schedule of Cost Indexation
- Appendix 3: Schedule of Performance Standards
- Appendix 4: Schedule of Performance Damages

Appendix 1 – Schedule of Payments

1) Procedures for payment of the Design-Build

[If payment for the Design-Build 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 Contract Data, this section should include:

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

2) Procedures for the payment of the Operation Service (Excluding Asset Replacement)

[the Employer shall set out the terms and procedures for payment during the Operation Service Period. Unless already stated in the Contract Data, this section should include:

- *Frequency of payment (normally Monthly in arrears)*
- *Currencies of payment*
- *Treatment of VAT and other taxes and duties*
- *Formulae and procedures for calculating and validating variable payments*
- *Arrangements for payment of electricity costs (where applicable)*
- *Deductions and adjustments (e.g. for use of standby generation)*
- *Documentation to be provided*
- *]*

3) Procedures for the payment of assets replaced under the Asset Replacement Fund

[insert procedures for payment if different from the contract]

Appendix 2 – Schedule of Cost Indexation

1. General requirements

To the extent, that the Contract Data allows for price adjustment, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works or Operation Service by the addition or deduction of the amounts determined by the formulae prescribed in this Appendix. To the extent that full compensation for any rise or fall in costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices.

2. Adjustment of Design-Build Prices

If the contract data allows for price adjustment of design-build amounts, the formulae shall be of the following general type:

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

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 Appendix to Proposal;

“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;

“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

“L_o”, “E_o”, “M_o”, ... 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) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the “currency of index” (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Employer’s Representative shall determine a provisional index for the Issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer.

3. Adjustment of Operation Service amounts (excluding Asset Replacement)

[In most cases the operation service fees will be paid in local currency and the general type of formula indicated below can be adopted. The formula and associated schedules will require adjustment if the Employer intends to allow payment in foreign currency or allow more than one index per foreign currency. Separate indexation provisions may be required for each component of the operation service fee.]

If the Contract Data allows for price adjustment of Operation Service amounts, the formulae shall be of the following general type:

$$\begin{aligned} \text{Pn} = & \text{b Ln/lo} + \text{c En/Eo} + \text{d Mn/Mo} + \dots \\ & + \text{w [Rate}_{(\text{Fc1})\text{n}} / \text{Rate}_{(\text{Fc1})\text{o}}] \times [\text{Ind}_{(\text{Fc1})\text{n}} / \text{Ind}_{(\text{Fc1})\text{o}}] \\ & + \text{y [Rate}_{(\text{Fc2})\text{n}} / \text{Rate}_{(\text{Fc2})\text{o}}] \times [\text{Ind}_{(\text{Fc2})\text{n}} / \text{Ind}_{(\text{Fc2})\text{o}}] \\ & + \text{z} \dots \end{aligned}$$

where:

“Pn” is the adjustment multiplier to be applied to the local currency amount in period “n”, this period being a month unless otherwise stated in the Appendix to Proposal;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to **local currency** in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“Ln”, “En”, “Mn”, ... are the **local currency** current cost indices or reference prices for period “n”, 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;

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

“w”, “y”, “z” ... are coefficients representing the estimated proportion of each cost element related to **foreign currencies** as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“Rate_{(Fc1)n}”, “Rate_{(Fc2)n}” are the **foreign currency** exchange rates which are 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;

“Rate_{(Fc1)O}”, “Rate_{(Fc2)O}” are the **foreign currency** exchange rates on the base date;

“Ind_{(Fc1)n}” “Ind_{(Fc2)n}” are the **foreign currency** current cost indices for period “n” on the date 49 days prior to the last day of the period to which the particular Payment Certificate relates;

“Ind_{(Fc1)O}” “Ind_{(Fc2)O}” are the **foreign currency** cost indices on the base date.

Exchange rates in the above formulae shall be the selling rate, established by the central bank of the Country of the currency under consideration, on the date for which the index is required to be applicable.

4. Adjustment of Asset Replacement amounts

[In most cases the asset replacement amounts will be paid in local currency. The formula will require adjustment if the Employer intends to allow payment in foreign currency or allow more than one index per foreign currency.]

If the contract data allows for price adjustment of asset replacement amounts, the formulae shall be of the following general type:

$$\text{Pn} = \text{q} [\text{Ind}_{(\text{LC})\text{n}} / \text{Ind}_{(\text{LC})\text{O}}] + \text{r} [\text{Rate}_{(\text{Fc1})\text{n}} / \text{Rate}_{(\text{Fc1})\text{O}}] \times [\text{Ind}_{(\text{Fc1})\text{n}} / \text{Ind}_{(\text{Fc1})\text{O}}] + \text{s} [\text{etc.....}]$$

where:

“Pn” is the adjustment multiplier to be applied to the total (in local currency) indicated in column [d] of the Asset Replacement schedule.

“q”, “r”, “s”, ... are coefficients representing the estimated proportion of each cost element related to different currencies of payment indicated in the Asset Replacement Schedule; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

Ind_{(LC)n} is the local currency cost index for period “n” on the date 49 days prior to the last day of the period to which the particular Payment Certificate relates;

Ind_{(LC)O} is the local currency cost index on the base date;

Rate_{(Fc1)n}, Rate_{(Fc1)O}, Ind_{(Fc1)n} and Ind_{(Fc1)O} ...etc. have the meanings ascribed above in subsection 3 of this schedule of adjustment data [adjustment of Operation Service amounts].

Appendix 3 - Schedule of Performance Standards

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. Water Quality / Effluent Discharge Standards (delete as applicable)

No	Parameter	Unit	Maximum Concentration or Limit

Allowable Exclusions (if any):

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

4. Sludge standards

No	Parameter	Unit	Value / Limit

Allowable Exclusions (if any):

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

5. Smell and Noise Standards

No	Item	Unit	Limit

Allowable Exclusions (if any):

(i) *[list]*

6. Monitoring and testing standards

No	Parameter	Type of test	Frequency of testing

Allowable exclusions (if any):

(ii) *[list]*

7. Energy efficiency standards (required for short and medium term DBOs)

No	Efficiency item	Unit	Limit Value (maximum permitted average energy use during evaluation period)	Efficiency evaluation period
	<i>[consider providing multiple efficiency standards for various conditions – e.g. high/low flow, high/low turbidity etc.]</i>	<i>[e.g. KwHr per M3 produced]</i>		<i>[state whether:</i> <ul style="list-style-type: none"> • <i>years of Operation Service Period,</i> • <i>calendar years, or</i> • <i>calendar Months]</i>

(required for shorter term DBOs)

Allowable exclusions (if any):

(i) *[list]*

8. Chemical efficiency standards (required for short and medium term DBOs)

No	Efficiency item	Unit	Limit Value (maximum permitted average chemical use during evaluation period)	Efficiency evaluation period
	<i>[Specify chemical and consider providing multiple efficiency standards for various conditions – e.g. high/low flow, high/low turbidity etc.]</i>	<i>[e.g. Kg per M3 produced]</i>		<i>[state whether:</i> <ul style="list-style-type: none"> • <i>years of Operation Service Period,</i> • <i>calendar years, or</i> • <i>Calendar Months]</i>

(required for shorter term DBOs)

Allowable exclusions (if any):

(i) *[list]*

Appendix 4 - Schedule of Performance Damages

The Contractor shall pay to the Employer performance damages in accordance with GC Sub-Clauses 10.6 and 10.7 in the amounts 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 in currency or as percentage of Accepted Contract Amount for Design-Build]</i>

Performance Damages for failure to meet Performance Standards

Ref:	Item	Unit <i>[e.g. amount per day, per incident, per cubic meter, etc.]</i>	Insert amount <i>[either as an amount in currency or as percentage of Accepted Contract Amount for Design- Build]</i>	Exclusions (if any) <i>[e.g. first failure in Calendar Month]</i>

The performance damages listed above shall be payable in currencies indicated in the Contract Data, or, if no currencies are listed, then the damages shall be payable in the currencies and in the proportions of the Accepted Contract Amount.

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

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.

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.

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 8.6. The Employer should note that in the event of an extension of this date for completion of the Contract, the Contractor 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.”

[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 prior to the date of the issuing of the Contract Completion 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 of design-build as described in GC Clause 9.12. 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 for Design Build, less provisional sums, has been certified for

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.

payment, or on the ___ 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 Time for Completion of Design Build. The Employer should note that in the event of an extension of the time for completion of design build, 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 Commissioning 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 Commissioning 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 Commissioning 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 date twenty-eight days after the Retention Period described in GC Clause 1.1.66. 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."