

**Notice of Request for Proposals**  
**Request for Proposals**  
**(Design and Build)**  
**(After Initial Selection)**

**Employer:** Council for Development and Reconstruction (CDR)  
**Project:** Lake Qaraoun Pollution Prevention Project  
**Contract Title:** Design and Construction of Sludge Solar Dryers for Zahlé Wastewater Treatment Plant (QC1W5)  
**Country:** Republic of Lebanon  
**Loan No.:** 8637-LB  
**Issued on:** April 2024

To:

1. The **Republic of Lebanon** *has received* financing from the World Bank toward the cost of the **Lake Qaraoun Pollution Prevention Project**, and intends to apply part of the proceeds toward payments under the contract for **Design and Construction of Sludge Solar Dryers for Zahlé Wastewater Treatment Plant (QC1W5)**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.
2. The **Council for Development and Reconstruction (CDR)** acting as an implementing agency for and on behalf of the **Republic of Lebanon**, and as **Employer** under the Contract, now invites sealed Proposals from the following initially selected eligible Applicants for **Design and Construction of Sludge Solar Dryers for Zahlé Wastewater Treatment Plant (QC1W5)**.

***Names of Initially Selected Applicants***

1. Engineer Elie Maalouf Company S.A.L. "EMC" (Lebanon) with Specialized Subcontractor "HUBER"
  2. Hammoud Establishment for Trading and Contracting "HETC" (Lebanon) with Specialized Subcontractor "CICLO"
  3. Al Bonyan Company for Engineering and Contracting SARL (Lebanon) with Specialized Subcontractor "CICLO"
  4. BUTEC SAL (Lebanon) with Specialized Subcontractor "HUBER"
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" [\*Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers January 2011, Revised July 2014\*](#) ("Procurement Regulations"), and is open to all initially selected eligible Proposers.

4. Initially selected eligible Proposers may obtain further information from the *CDR* and inspect the RFP Document during office hours (*from 09:00 to 14:00 hours Beirut Local Time*) at the address given below.
5. The RFP Document in English 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 fee of **Two Hundred United States Dollars (200 US\$)**. The method of payment will be a bank certified cheque or bank transfer (banking details will be provided upon request) in favour of the Council for Development and Reconstruction. The document shall be picked up from CDR Tenders Department at the address below, and for international proposers, the RFP document could be sent via e-mail upon request and after receipt of the above-mentioned nonrefundable fee excluding any additional transfer costs.
6. A single-stage, two envelope RFP process will be used, and the Proposal will consist of (i) the Technical Part, without any reference to prices; and (ii) the Financial Part, as detailed in the RFP Document. The Technical and Financial Parts of the Proposals shall be submitted simultaneously in two separate sealed envelopes bearing the name of the Project.
7. A Pre-Proposal meeting will take place and a site visit by the Employer will be organized on \_\_\_\_\_, \_\_\_\_\_, **2024**, at 10:00 o'clock, before noon, Beirut Local Time, **noting that the gathering point, at the set time, will be at the** \_\_\_\_\_.
8. The Proposal, both the Technical Part and the Financial Part, must be delivered to the address below not later than 12:00 o'clock noon, Beirut local time on ...../...../..... Electronic Procurement *will not* be permitted. Late Proposals will be rejected. The Technical Part of the Proposals will be publicly opened in the presence of the Proposers' designated representatives and anyone who chooses to attend at the address below on *the time and date shown above*. The Financial Part shall remain unopened and will be held in safe custody of the Employer until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Proposals.
9. All Proposals must be accompanied by a *Proposal Security* of **100,000 USD (One Hundred Thousands US Dollars)** valid for **28 days** beyond the proposal validity period. Proposals shall be valid for a period of **120 days** after Proposal opening date.
10. 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.
11. 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.
12. The address (es) referred to above is (are):  
**Council for development and Reconstruction (CDR)**  
**Tenders Department**  
**Tallet El Serail, Beirut Central District**  
**Tel: +961-1 980 096**  
**Fax: +961-1 981 252 / 981 253**  
**E-mail: [ghinwah@cdr.gov.lb](mailto:ghinwah@cdr.gov.lb)**

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# Request for Proposals

**Design and Build**  
(Single-Stage RFP after Initial Selection)

**Procurement of:**  
*Design and Construction of Sludge Solar Dryers  
for Zahlé Wastewater Treatment Plant*

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**Employer:** Council for Development and Reconstruction (CDR)  
**Project:** Lake Qaraoun Pollution Prevention Project  
**Contract Title:** Design and Construction of Sludge Solar Dryers for Zahlé Wastewater Treatment Plant (QC1W5)  
**Country:** Republic of Lebanon  
**Loan No.:** 8637-LB  
**Issued on:** April 2024

**Volume 1**  
**Request for Proposals (RFP)**

**Prepared in accordance with the following Guidelines:**  
*Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants  
by World Bank Borrowers, dated January 2011 revised July 2014*

**and World Bank Standard Procurement Document:**  
*Request for Proposals for Works (Design and Build) (Single-Stage RFP after Initial Selection), July 2023*

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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 and build 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.
  - 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) **"Works"** refers to Works, subject of this request for proposals document, to be executed on design and build contracting arrangement;
    - (e) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
    - (f) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
    - (g) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other



verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;

- (h) **“Contractor's Personnel”** is as defined in Sub-Clause 1.1.16 of the General Conditions; and
- (i) **“Employer's Personnel”** is as defined in Sub-Clause 1.1.32 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

- 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 4.6**—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the PDS**, there is no limit on the number of members in a JV.
- 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 Engineer for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the PDS ITP 2.1** that it provided or 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 an individual Proposer or a JV member in a Proposal 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 World Bank Group'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 Securing Declaration 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 one 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**.

- 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 23.2**.
- 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 PROPOSALS**

- 12. Documents Comprising the Proposal**
- 12.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope RFP process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original Proposal".

12.2 The Technical Part submitted by the Proposer shall comprise the following:

- (a) Letter of Proposal - Technical Part, prepared in accordance with **ITP 13**;
- (b) Security: Proposal Security or Proposal-Securing declaration, in accordance with **ITP 19**;
- (c) Alternative Proposal - Technical Part, if permissible in accordance with **ITP 14**;
- (d) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 21.1**;
- (e) documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
- (f) method statement, equipment, personnel, and any other information as stipulated in Section IV, Proposal Forms
- (g) documentary evidence in accordance with **ITP 18** that the Works offered by the Proposer conform to the RFP Document;
- (h) Details of any departures in their Technical Part from the RFP documents;
- (i) in the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
- (j) list of subcontractors, in accordance with **ITP 18.3**; and
- (k) any other document required **in the PDS**.

12.3 The Financial Part submitted by the Proposer shall comprise the following:

- (a) **Letter of Proposal - Financial Part:** prepared in accordance with **ITP 13**;
- (b) **Price Schedules:** completed prepared in accordance with **ITP 15** and **ITP 16**;
- (c) **Alternative Proposal – Financial Part:** if permissible in accordance with **ITP 14**;
- (d) **Financial Disclosure:** The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and



- (e) **Other:** any other document required in the PDS.
- 12.4 The Technical Part shall not include any financial information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part, the Proposal shall be declared non-responsive.
- 12.5 The Proposer shall furnish in the Letter of Proposal-Technical Part three names of the potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Proposer (Letter of Proposal) shall be subject to Bank's No-objection.
- 13. Letter of Proposal, and Schedules**
- 13.1 The Proposer shall complete the Letter of Proposal – Technical Part and Letter of Proposal - Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITP 21.3**. All blank spaces shall be filled in with the information requested.
- 14. Alternative Technical Proposals**
- 14.1 Alternative Proposal - Technical Part: the Proposer wishing to offer alternative technical Proposal shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.
- 14.2 Alternative Proposal - Financial Part: The Proposer submitting alternative technical Proposal shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – Proposal Forms.
- 14.3 Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic performance and technical criteria specified in the RFP Documents shall be considered by the Employer.
- 15. Proposal Prices**
- 15.1 Unless otherwise **specified in the PDS**, Proposers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Proposal price, subject to any adjustments, in accordance with the Contract, covers all the Contractor's obligations 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. 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.

- 15.2 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.
- 15.3 The prices shall be either fixed or adjustable as specified **in the PDS**.
- 15.4 In the case of **Fixed Price**, prices quoted by the Proposer shall be fixed during the Proposer's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 15.5 In the case of **Adjustable Price**, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Schedule of Cost Indexation. 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.
- 15.6 If so indicated in **ITP 1.1**, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. **However**,

**discounts for the award of more than one contract will not be considered for proposal evaluation purpose.**

- 15.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.
- 15.8 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the Proposal price submitted by the Proposer.
- 16. Proposal Currencies**
- 16.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified **in the PDS**.
- 16.2 Proposers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Schedule of Priced Activities and Sub-activities Schedules and shown in the Table of Adjustment Data in the Appendix to the Proposal are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Proposers.
- 17. Documents Establishing the Qualification of the Proposer**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Proposer continues to meet the qualification criteria used at the time of Initial Selection, the Proposer shall provide updated information on any assessed aspect that changed from that time including on Sexual Exploitation and Abuse (SEA) / SH disqualification status.
- 17.2 If a margin of preference applies in accordance with **ITP 39.1**, domestic Proposers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with **ITP 39.1**.
- 17.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of 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.

**18. Documents Establishing Conformity of the Works**

- 18.1 Pursuant to **ITP 12.2 (f)**, the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to design, and build under the Contract.
- 18.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:
- (a) the documents specified in Section IV (Proposal Forms) - Technical Proposal;
  - (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements; and
  - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Employer in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
- 18.3 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITP 4**, and that any Works to be provided by the subcontractor comply with the requirements of **ITP 5** and **ITP 18.1**. The Proposer shall submit its Code of Conduct that meets the requirements set out in Section IV- Proposal Forms.

**19. Securing the Proposal**

- 19.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified **in the PDS**, in original form and, in the case of a Proposal Security, in the amount and currency specified **in the PDS**.
- 19.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 19.3 If a Proposal Security is specified pursuant to **ITP 19.1**, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:

- (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.

- 19.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under **ITP 20.2**.
- 19.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to **ITP 19.1**, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.6 If a Proposal Security is specified in accordance with **ITP 19.1**, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security, and if required **in the PDS**, the Environmental and Social (ES) Performance Security.
- 19.7 The Proposal Security may be forfeited:
- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
  - (b) if the successful Proposer fails to:
    - (i) sign the Contract in accordance with **ITP 53**; or
    - (ii) furnish a Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with **ITP 54**.

19.8 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in **ITP 4.1**.

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

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
- (b) if the successful Proposer fails to:
  - (i) sign the Contract in accordance with **ITP 53**; or
  - (ii) furnish a performance security and if required **in the PDS**, the Environmental and Social(ES) Performance Security, in accordance with **ITP 54**,

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**.

## **20. Period of Validity of Proposals**

20.1 Proposals shall remain valid until the date specified **in the PDS** or any extended date if amended by the Employer in accordance with ITP 8. A Proposal that is not valid until the date specified **in the PDS**, or any extended date if amended by the Employer in accordance with ITP 8, shall be rejected by the Employer as nonresponsive.

20.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Employer may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in **ITP 20.3**, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to **ITP 19.4**.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 20.1, the contract price will be adjusted as specified **in the PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.

**21. Format and Signing of Proposal**

- 21.1 The original and all copies of the Proposal, each consisting of the documents listed in **ITP 12**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified **in the PDS**, and included in the Proposal pursuant to **ITP 12.2(d)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.
- 21.2 In case the Proposer is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 21.4 The Proposer shall furnish in the Proposal Submission Form (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

**D. SUBMISSION OF PROPOSALS****22. Submission, Sealing and Marking of Proposals**

- 22.1 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 "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: Technical Part". Copies of the Financial Part shall be placed in a separate sealed envelope marked "Copies: Financial Part". The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked "Proposal - Copies". In the event of any discrepancy between the original and the copies, the original shall prevail.

- (c) If alternative Proposals are permitted in accordance with **ITP 14**, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “Alternative Proposal – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Proposal – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Proposal – Original”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “Alternative Proposal – Copies Of Technical Part”, and “Alternative Proposal – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Proposal - Copies”

22.2 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 23.1**; 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 “Do Not Open Before [time and date],” to be completed with the time and date specified **in the PDS for ITP 19.1**.

22.3 If the outer envelope is not sealed and marked as required by **ITP 22.1** and **ITP 22.2**, the Employer will assume no responsibility for the Proposal’s misplacement or premature opening.

**23. Deadline for Submission of Proposals**

23.1 Proposals must be received by the Employer at the address specified, and no later than the time and date specified, **in the PDS**. Proposers have the option of submitting their Proposals electronically if specified **in the PDS**.

23.2 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.

**24. Late Proposals**

24.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITP 23**. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.



- 25. Withdrawal, Substitution, and Modification of Proposals**
- 25.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of Proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with **ITP 21.1**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITP 21** and **ITP 22** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked, (“Technical Part” and/or “Financial Part”)” “Modification (“Technical Part” and/or “Financial Part”);” and
  - (b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with **ITP 23**.

## **E. OPENING OF TECHNICAL PARTS OF PROPOSALS**

- 26. Opening of Technical Part by Employer**
- 26.1 Except as in the cases specified in **ITP 24** and **ITP 25**, the Employer shall conduct the Technical part opening in public, in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the PDS**. Any specific electronic Proposal opening procedures, if permitted, shall be as specified **in the PDS**.
- 26.2 First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 26.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 26.4 Next, 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.

- 26.5 Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Employer shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.
- 26.6 Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are opened and read out at Proposal opening shall be considered further. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with **ITP 24.1**).
- 26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.

## **F. EVALUATION OF PROPOSALS – GENERAL PROVISIONS**

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the notification of evaluation of the Technical Part in accordance with **ITP 33**.
- 27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to all Proposers in accordance with **ITP 49**.
- 27.3 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.
- 27.4 Notwithstanding **ITP 27.1 and ITP 27.2**, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the RFP process, it should do so in writing.

- 28. Clarification of Proposals**
- 28.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Employer may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.
- 28.2 If a Proposer does not provide clarifications of its Proposal by the date and time set in the Employer's request for clarification, its Proposal may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the RFP document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.

## **G. EVALUATION OF TECHNICAL PARTS OF PROPOSALS**

- 30. Determination of Responsiveness of Technical Parts**
- 30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.
- 30.2 The Employer's determination of a Technical Part's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the RFP Document, the Employer's rights or the Proposer's obligations under the proposed Contract; or

- (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
- 30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.
- 30.4 Provided that a Proposal is substantially responsive, the Employer may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.
- 31. Evaluation of Technical Proposals**
- 31.1 The Employer’s evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 31.2 The scores to be given to technical factors and sub factors are specified **in the PDS**.
- 32. Evaluation of Proposer’s Qualification**
- 32.1 The Employer shall determine to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITP 12.2 (e)**, and Section III- Evaluation and Qualification Criteria, the Proposer continues to be qualified to satisfactorily perform the Contract.
- 32.2 Prior to Contract award, the Employer will verify that the successful Proposer (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Proposer. If any proposed subcontractor does not meet the requirement, the Employer will require the Proposer to propose a replacement subcontractor.
- 32.3 Only Proposals that are both substantially responsive to the RFP document and are qualified shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.
- 33. Notification of evaluation of Technical Parts**
- 33.1 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 44 and ITP 46** respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

## H. OPENING OF FINANCIAL PARTS

- 34. Public Opening of Financial Parts when BAFO or negotiations do not apply**
- 34.1 When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Employer in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITP 44.1. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITP 55.1. 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, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Employer may consider

appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the public opening in the manner specified **in the PDS**.

34.2 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.

34.3 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.

**35. Opening of Financial Parts when BAFO or negotiations apply**

35.1 When, **as specified in the PDS**, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.

35.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Proposer, and the 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 representatives of the Employer attending the public opening and by the Probity Assurance Provider.

35.3 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.

35.4 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 Notification of Intention to Award the contract.

## I. EVALUATION OF FINANCIAL PART

- 36. Nonmaterial Nonconformities**
- 36.1 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 by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.
- 37. Arithmetic Correction**
- 37.1 The Employer shall correct arithmetical errors on the following basis:
- (a) **Schedule of Priced Sub-activities:** 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) **Schedule of Priced Activities:** 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 Schedule of **Priced Sub-activities** and the corresponding amount in the Schedule of **Priced Activities**, 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.
- 37.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITP 37.1** shall result in the rejection of the Proposal.

- 38. Conversion to Single Currency** 38.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified **in the PDS**.
- 39. Margin of Preference** 39.1 Unless otherwise specified **in the PDS**, a margin of preference for domestic Proposers<sup>1</sup> shall not apply.
- 40. Evaluation Process Financial Parts** 40.1 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 Schedule of Priced Activities, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with **ITP 37.1**;
  - (c) price adjustment due to discounts offered in accordance with **ITP 15.7**;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITP 36.1**;
  - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITP 38.1**; and
  - (f) any additional evaluation factors indicated **in the PDS** and detailed in Section III, Evaluation and Qualification Criteria.
- 40.2 If price adjustment is allowed in accordance with **ITP 15.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.
- 40.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.**

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<sup>1</sup> 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.



- 41. Abnormally Low Proposals**
- 41.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 41.2 In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP Document.
- 41.3 After evaluation of the price analyses, in the event that the Employer determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Employer shall reject the Proposal.
- 42. Unbalanced or Front Loaded Proposals**
- 42.1 If the Proposal that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include 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.
- 42.2 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.

## J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART

- 43. Evaluation of Combined Technical and Financial Proposals**
- 43.1 The Employer's evaluation of responsive Proposals will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the PDS**. The Employer will rank the proposals based on the evaluated proposal score (B).
- 44. Best and Final Offer (BAFO)**
- 44.1 After completion of the combined technical and financial evaluation of proposals, if **specified in the PDS**, the Employer may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be **specified in the PDS**. BAFO is a final

opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the RFP Document. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.

- 44.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.
- 45. Most Advantageous Proposal (MAP)**
- 45.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:
- (a) substantially responsive to the RFP; and
  - (b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.
- 46. Negotiations**
- 46.1 If specified **in the PDS**, the Employer may conduct negotiations following the evaluation of Proposals and before the final contract award. The procedure of the negotiations will be **specified in the PDS**.
- 46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.
- 46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.
- 46.4 The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 47. Employer's Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 47.1 The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers.
- 48. Standstill Period**
- 48.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITP 52**. The Standstill Period commences the day after the date the Employer has

transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

- 49. Notification of Intention to Award**
- 49.1 The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Proposer submitting the successful Proposal;
  - (b) the Contract price of the successful Proposal;
  - (c) the total combined score of the successful Proposal;
  - (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical score;
  - (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful;
  - (f) the expiry date of the Standstill Period; and
  - (g) instructions on how to request a debriefing or submit a complaint during the standstill period.

## **K. AWARD OF CONTRACT**

- 50. Award Criteria**
- 50.1 Subject to **ITP 47.1**, the Employer shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.
- 51. Notification of Award**
- 51.1 Prior to the date of expiry of the Proposal validity, and upon expiry of the Standstill Period, specified in **ITP 48.1** or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

- 51.2 Within ten (10) Business days from the transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (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.
- 51.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
- 51.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 52. Debriefing by the Employer**
- 52.1 On receipt of the Borrower's Notification of Intention to Award referred to in **ITP 49**, an unsuccessful Proposer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.
- 52.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) 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.
- 52.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of

Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

- 52.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.
- 53. Signing of Contract**
- 53.1 The Employer shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 53.2 The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 54. Performance Security**
- 54.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish the Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to **ITP 42.2 (b)**, using the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 54.2 Failure of the successful Proposer to submit the above-mentioned Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Employer may award the Contract to the Proposer with the next Most Advantageous Proposal.
- 55. Procurement Related Complaint**
- 55.1 The procedures for making a Procurement-related Complaint are as specified **in the PDS**.

## SECTION II - PROPOSAL DATA SHEET (PDS)

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

<b>ITP Reference</b>	<b>A. General</b>
<b>ITP 1.1</b>	<p>The Employer is: <b>Council for Development and Reconstruction (CDR)</b></p> <p>The name of the RFP is: <b>Design and Construction of Sludge Solar Dryers for Zahlé Wastewater Treatment Plant (QC1W5)</b></p> <p>The number and identification of lots (contracts) comprising this RFP is: <b>Not Applicable</b></p>
<b>ITP 2.1</b>	<p>The Borrower is: <b>The Republic of Lebanon</b></p> <p><b>The Council for Development and Reconstruction (CDR)</b> will be acting as an implementing agency for and on behalf of the <b>Republic of Lebanon</b>.</p>
<b>ITP 2.1</b>	<p>Loan or Financing Agreement amount: <b>FIFTY FIVE MILLION UNITED STATES DOLLARS (55 M US\$)</b></p> <p>The name of the Project is: <b>Lake Qaraoun Pollution Prevention Project</b></p>
<b>ITP 4.1</b>	Maximum number of members in the JV shall be: <i>Two</i>
<b>ITP 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>B. RFP Document</b>	
<b>ITP 7.1</b>	<p>For <u>Clarification of Proposal purposes</u> only, the Employer's address is:</p> <p>Attention: <b>The Council for Development and Reconstruction – Mrs. Ghinwa Haddad</b></p> <p>Address: <b>Tallet Al Serail</b></p> <p>Floor/ Room number: <b>Tenders Department</b></p> <p>City: <b>Beirut</b></p> <p>Country: <b>Lebanon</b></p> <p>Telephone: <b>+961-1-98 00 96</b></p> <p>Facsimile number: <b>+961-1-981255</b></p>

	<p>Electronic mail address: <a href="mailto:ghinwah@cdr.gov.lb">ghinwah@cdr.gov.lb</a></p> <p>Requests for clarification should be received by the Employer no later than: Seven (7) days prior to the deadline for submission of the Proposals.</p>
<b>ITP 7.1</b>	Web page: <a href="http://www.cdr.gov.lb">www.cdr.gov.lb</a> ; <a href="http://www.ppa.gov.lb">www.ppa.gov.lb</a>
<b>ITP 7.4</b>	<p>A Pre-Proposal meeting shall take place at the following date, time and place:  Date: as specified in the Notice of Request for Proposals  Time: as specified in the Notice of Request for Proposals  Place: as specified in the Notice of Request for Proposals</p> <p>A site visit conducted by the Employer <i>shall be</i> organized.</p>
<b>C. Preparation of Proposals</b>	
<b>ITP 11.1</b>	<p>The language of the Proposal is: <i>English</i></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b>.</p>
<b>ITP 12.2(k)</b>	<p>The Proposer shall submit as part of its Technical Part the following additional documents:</p> <p>i) <b>Code of Conduct for Contractor's Personnel (ES)</b>  The Proposer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>ii) <b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b>  The Proposer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> <li>• Sexual Exploitation and Abuse (SEA) <i>prevention &amp; response action plan</i></li> <li>• <i>Traffic Management Plan to ensure safety of local communities from construction traffic;</i></li> </ul> <p>iii) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business;</p> <p>iv) A certified copy of the Power of Attorney in accordance with ITP 21.2</p> <p>v) Receipt for purchase of the RFP;</p> <p>vi) The RFP Documents (All pages of the RFP, all addenda (if any) and all clarifications (if any) shall be stamped by the Proposer)</p>

	<p>vii) As a requirement for contract signature &amp; effectiveness, the awarded contractor shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: “Partnership Limited by Shares (Société en Commandite par Action)” (شركة توصية مساهمة) or “Stock Companies” (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade;</p> <p>viii) Projects Certificates listed as past experience: Proposers shall furnish, as part of their Proposals, the following documents related to the projects certificates:</p> <p>a. In case the Project is executed inside Lebanon (i.e.: the contract is signed in Lebanon), the document evidencing that the relevant stamp duty has been duly collected shall be furnished.</p> <p>b. A copy (to be compared to the original) of a certificate issued by the private or public authority that awarded the project and/or signed the contract, stating the location, date, type and value of works that the Proposer executed or participated in its execution. The said certificate should also state the contractual role of the Proposer during the execution of the said works, in addition to the name and address of the consultant supervising the works, where applicable, and the employer who supervised the works or whom the works were executed on his behalf. This certificate shall be valid only if it mentions that the project has been provisionally accepted or if it is attached to the provisional acceptance certificate.</p> <p>The awarded Proposer might be asked to certify all documents mentioned in item b above by all the competent authorities in connection with projects executed inside Lebanon. As for projects executed outside Lebanon, the related documents should be certified by the Ministry of Foreign Affairs in the country where the contract was executed, then by the embassy or consulate of Lebanon in the said country, and finally by the Ministry of Foreign Affairs and Emigrants.</p> <p>ix) An analysis of all prices contained in the Price Schedules including:</p> <p>a) a break-down of all unit rates and prices contained therein showing the cost of labor, materials, plant, overhead, and other charges.</p> <p>b) a break-down of lump sums items.</p> <p>c) a break-down of unit rates of the dayworks schedules.</p> <p>The awarded Contractor shall provide a further breakdown of all unit rates and prices including a detailed breakdown of “other charges”, if requested by the Employer.</p> <p><b><u>For Lebanese Contractors only:</u></b></p> <p>x) Certificate of quittance issued by the National Social Security Fund. Its validity extending beyond the proposal opening date;</p> <p>xi) Certificate of quittance from the Lebanese Order of Public Works and Buildings Contractors. Its validity extending beyond the proposal opening date;</p>
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	<p>xii) Certificate from the Order of Engineers: every Engineer, whether he is a Contractor or an Engineer employed by a company or establishment classified on the basis of his employment thereby, shall enclose in his Proposal a certificate confirming his membership to any one of the two Orders of Engineers in Lebanon for the year in which the Proposal is submitted;</p> <p>xiii) Certificate of Registration of the Company issued by the Ministry of Finance;</p> <p>xiv) Proposer should submit with his Proposal, a signed and stamped declaration, in which, as stipulated in Article (5) of the banking secrecy law dated 03/09/1956 and as stipulated in the decision of the Council of Ministries № 4 dated 28/04/2020 referred to in the <b>RFP, Part 3, Appendix 3</b>, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract;</p>
<b>ITP 12.3 (e)</b>	The Proposer shall submit with its Proposal the following additional documents: <i>none.</i>
<b>ITP 14.1</b>	Alternative Proposals <i>shall not be</i> considered.
<b>ITP 15.3</b>	The prices quoted by the Proposer <i>shall</i> be subject to adjustment during the performance of the Contract.
<b>ITP 15.8</b>	Note: The VAT shall not be applicable under this Contract.  As according to the law 379 dated 14/12/2001 amended by Law 64 dated 26/10/2017 and CDR's requirements (refer to <b>RFP, Part 3, Appendix 2</b> ), and since the Contract is <b>100%</b> foreign funded, the Contract Price shall <b>not</b> include VAT.
<b>ITP 16.1</b>	<p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with <b>Alternative A</b> as described below:</p> <p><b>Alternative A:</b></p> <p>(a) The prices shall be quoted by the Proposer in the Schedules of Priced Activities and Sub-activities entirely in <b>United States Dollars (US \$)</b>, 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><b>Alternative B (Proposers allowed to quote in local and foreign currencies):</b> <b>NOT APPLICABLE</b></p>
<b>ITP 19</b>	<p>A <i>Proposal Security shall be</i> required.</p> <p>A Proposal-Securing Declaration <i>shall not be</i> required.</p> <p>The amount and currency of the Proposal Security shall be <b>One Thousand United States Dollars (100,000 US\$)</b></p>
<b>ITP 19.3 (b)</b>	Not Applicable
<b>ITP 19.3 (c)</b>	A “certified check” is acceptable as a form of Proposal Security
<b>ITP 19.3 (d)</b>	Other types of acceptable securities: <i>None</i>
<b>ITP 20.1</b>	The Proposal shall be valid until <b>One Hundred Twenty (120) days after the Proposal Submission date.</b>
<b>ITP 20.3</b>	The Proposal price shall be adjusted by the following factor(s): <b>Not Applicable</b>
<b>ITP 21.1</b>	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: <b>a certified copy of the power of Attorney.</b>
<b>D. Submission of Proposals</b>	
<b>ITP 22.1(b)</b>	In addition to the original of the Proposal, the number of copies is: <b>One</b>
<b>ITP 22.2</b>	<p><b>Amend 22.2 (a) to read as follows:</b></p> <p>(a) bear the name and address of the Proposer <b>only on the inner envelopes.</b> The outer envelope shall <b>not</b> bear the name and address of the Proposer;</p>
<b>ITP 23.1</b>	<p>For <b><u>Proposal submission purposes</u></b> only, the Employer’s address is:</p> <p>Attention: <b>The Council for Development and Reconstruction</b>  Street Address: <i>[insert street address and number]</i> Tallet Al Serail  Floor/Room number: <b>Tenders Department</b>  City: <b>Beirut</b>  Country: <b>Lebanon</b></p> <p><b>The deadline for Proposal submission is:</b>  Date: <b>As per Notice of Request for Proposals unless extended pursuant to ITP 23.2</b>  Time: <b>12:00 noon, Beirut local time</b></p>

ITP 23.1	The Proposers <i>shall not</i> have the option of submitting their Proposals electronically.	
<b>E. Opening of Technical Parts of Proposals</b>		
ITP 26.1	<p>The Proposal opening shall take place at:</p> <p><b>The Council for Development and Reconstruction</b>  Street Address: <b>Tallet Al Serail</b>  Floor/Room number: <b>Tenders Department</b>  City: <b>Beirut</b>  Country: <b>Lebanon</b>  Date: <b>As specified in ITP 23.1</b>  Time: <b>12:00 noon, Beirut local time</b></p>	
<b>G. Evaluation of Technical Parts of Proposals</b>		
ITP 31.2	The technical factors (sub-factors) and the corresponding weight in % are:	
	Technical Factor	<i>weight in percentage</i>
	1. <i>to what extent the Proposed Works exceed the Employer's Requirements</i>	5%
	2. <i>Design Proposal</i>	20%
	3. <i>Method Statements for construction activities</i>	20%
	4. <i>Code of Conduct</i>	5%
	5. <i>Work Program</i>	5%
	6. <i>Site organization, team composition, qualifications and experience of Contractor's Personnel</i>	10%
	7. <i>Risk assessment and proposed management plan</i>	5%
	8. <i>Quality of Sustainable Procurement Proposal [see Section III, IV and VII in this regard]</i>	10%
	9. <i>key equipment strategy</i>	5%
	10. <i>Testing and Commissioning</i>	10%
11. <i>Training of Employer's Personnel/Staff</i>	5%	
<p>A Proposal shall be rejected at this stage if it fails to achieve a minimum <b>Factor Technical Scores of "70"</b> (calculated in accordance with the <i>Scoring Methodology</i> referred to in "<i>Section III. Evaluation and Qualification Criteria, A. Technical Part, 2. Evaluation of Technical Part</i>")</p>		

<b>H. Opening of Financial Parts</b>	
<b>ITP 34.1</b>	The Letter of Proposal and Price Schedules shall be initialed by all representatives of the Employer conducting Proposal opening.
<b>ITP 34.4</b>	It shall be noted that the Financial Proposals of the technically Qualified Proposers, who achieved the <b>minimum Factor Technical Scores</b> (pursuant to ITP 31.2, and to Section III. Evaluation and Qualification Criteria), are opened by the Employer's evaluation committee. All other Financial Proposals of the Unqualified Proposers (who did not achieve the <b>minimum Factor Technical Scores</b> ) will be returned unopened after the Contract negotiations are successfully concluded, and the Contract is signed.
<b>I. Evaluation of Financial Part</b>	
<b>ITP 38.1</b>	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: <b>United States Dollars</b></p> <p>The source of exchange rate shall be: <b>Central Bank of Lebanon (Mid Exchange Rate)</b></p> <p>The date for the exchange rate shall be the deadline for submission of Proposals as specified in <b>ITP 23</b>, unless otherwise specified by the Employer.</p> <p>The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure under <b>Alternative A</b> that follows:</p> <p><b><i>Alternative A: Proposers quote entirely in local currency</i></b></p> <p>For comparison of Proposals, the Proposal Price, corrected pursuant to <b>ITP 37.1</b>, 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 <b>ITP 16.1</b>.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Proposal Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p><b><i>Alternative B: Proposers quote in local and foreign currencies</i></b></p> <p><b>Not Applicable</b></p>
<b>ITP 39.1</b>	A margin of domestic preference <i>shall not</i> apply.

<b>ITP 40.1 (f)</b>	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Time Schedule: <i>No.</i></li> <li>(b) Life Cycle Costs (the projected operating and maintenance costs for the Works): <i>No.</i></li> </ul>
<b>J. Evaluation of Combined Technical and Financial Part</b>	
<b>ITP 43.1</b>	<p>The weight to be given for cost is: 70%</p> <p>The weight for total technical score is: 30%</p>
<b>ITP 44.1</b>	BAFO does not apply
<b>ITP 46.1</b>	Negotiation does not apply
<b>K. Award of Contract</b>	
<b>ITP 54.1 and 54.2</b>	The successful Proposer shall be required to submit an Environmental and Social (ES) Performance Security.
<b>ITP 55.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (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 style="margin-left: 40px;"><b>For the attention:</b> <i>CDR Tender Departments</i></p> <p style="margin-left: 40px;"><b>Title/position:</b> <i>Head of CDR Tender Departments</i></p> <p style="margin-left: 40px;"><b>Employer:</b> <i>CDR</i></p> <p style="margin-left: 40px;"><b>Email address:</b> <a href="mailto:ghinwah@cdr.gov.lb">ghinwah@cdr.gov.lb</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this RFP document;</li> <li>2. the Employer’s decision to exclude a Proposer from the procurement process prior to the award of contract; and</li> <li>3. the Employer’s decision to award the contract.</li> </ol>

## SECTION III. EVALUATION AND QUALIFICATION CRITERIA

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## **A. Technical Part**

### **1. Qualification**

#### **1.1 Update of Information**

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

#### **1.2 Financial Resources**

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

- (i) the following cash-flow requirement:

Bank certificate for access to liquid assets and/or evidence of access to or availability of credit facilities of not less than Two Million US Dollars (2MUSD) sufficient to meet the construction cash flow of the contract for a period of three months

and

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

#### **1.3 Contractor's Representative and Key Personnel**

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

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

#### **1.4 Equipment**

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

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

#### **1.5 Subcontractors**

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

## 2. Evaluation of Technical Part (ITP 31)

Assessment of adequacy of Technical Proposal with Requirements as per ITP 31.1:

*Refer to appropriate technical requirements parts that have to be met by the technical proposals prior to being considered for technical evaluation by applying the scored technical factors/sub-factors in accordance with PDS ITP 31.2*

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified **in the PDS ITP 31.2**.

### **TECHNICAL PROPOSAL SCORING METHODOLOGY**

<i>Score for the factor</i>	<i>Description</i>	<i>Remarks</i>
0	<i>Required feature is absent; no relevant information to demonstrate how the requirement is met</i>	
40	<i>Required feature present with deficiencies such as insufficient or information that lacks clarity</i>	
70	<i>Required feature present with sufficient information to demonstrate how the requirement will be met</i>	
100	<i>Required feature present with sufficient information to demonstrate that the requirement will be marginally exceeded</i>	

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

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

where:

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

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

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

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

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

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

where:

$S_j$  = the Factor Technical Score of factor “j”

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

$n$  = the number of Factors

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



## **B. Financial Part**

### **1. Margin of Preference**

#### **Not Applicable**

The Employer will not grant a margin of preference to domestic contractors.

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

The following factors and methods will apply:

#### **(a) Time Schedule**

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.86. No credit will be given for earlier completion.

#### **(b) Life Cycle Costs**

*Life cycle costing shall not apply.*

#### **(c) Sustainable Procurement**

**Not Applicable**

#### **(d) Specific Additional Criteria**

**Not Applicable**

### **3. Combined Evaluation**

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

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

$$B = \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

$C$  = Evaluated Proposal Cost

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

- $T$  = the total Technical Score awarded to the Proposal
- $T_{high}$  = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals
- $X$  = weight for Cost as specified **in the PDS**

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

#### **4. Multiple Contracts (ITP 40.3)**

**Not Applicable**

## SECTION IV - PROPOSAL FORMS

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## Proposal Forms

### Letter of Proposal - Technical Part

#### INSTRUCTIONS TO PROPOSERS

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

*Place this Letter of Proposal in the first envelope "TECHNICAL PART".*

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

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

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

**Request for Proposal for:** *[insert Contract Title and identification Number]*

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

Dear Sir or Madam:

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

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

Having examined the RFP Documents, including any Addenda issued in accordance **with ITP 8**, we, the undersigned, offer to execute the Works to \_\_\_\_\_ *[Insert Contract Title]*, in full conformity with the said RFP Documents, and any Addenda.

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

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

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

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

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

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

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

Name	Address
1. ....	
2. ....	
3. ....	

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

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

---

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

---

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

---

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

---

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

---

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

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

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

ENCLOSURE(S):

## Letter of Proposal - Financial Part

### INSTRUCTIONS TO PROPOSERS

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

*Place this Letter of Proposal in the second envelope "FINANCIAL PART".*

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

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

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

**Request for Proposal for:** *[insert Contract Title and identification Number]*

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

Dear Sir or Madam:

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

Having examined the RFP Documents, the Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to \_\_\_ *[Insert Contract Title]*, in full conformity with the said RFP Documents, and any Addenda for the total Proposal Price, excluding any discounts offered as follows:

*[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price: *[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* in the forms, in the amounts, and within the times specified in the RFP Documents.

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

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

Name of Recipient	Address	Reason	Amount

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

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

---

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

---

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

---

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

---

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

---

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

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

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

ENCLOSURE(S):

## Appendix to Proposal

### Schedule of Cost Indexation

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

$$P_n = a + b \frac{B_n}{B_0} + c \frac{C_n}{C_0} + d \frac{C_{fn}}{C_{f0}} + e \frac{L_{ma_n}}{L_{ma_0}} + f \frac{L_{mb_n}}{L_{mb_0}} + g \frac{L_{mc_n}}{L_{mc_0}} + h \frac{E_{tn}}{E_{t0}} + i \frac{F_n}{F_0} + j \frac{Eq_{pn}}{Eq_{p0}} + k \frac{Pu_n}{Pu_0} + l \frac{Tf_n}{Tf_0} + m \frac{L_n}{L_0}$$

where:

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

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

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

“ $B_n$ ”, “ $C_n$ ”, “ $C_{fn}$ ”, “ $L_{ma_n}$ ”, “ $L_{mb_n}$ ”, “ $L_{mc_n}$ ”, “ $E_{tn}$ ”, “ $F_n$ ”, “ $Eq_{pn}$ ”, “ $Pu_n$ ”, “ $Tf_n$ ” & “ $L_n$ ” 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

“ $B_0$ ”, “ $C_0$ ”, “ $C_{f0}$ ”, “ $L_{ma_0}$ ”, “ $L_{mb_0}$ ”, “ $L_{mc_0}$ ”, “ $E_{t0}$ ”, “ $F_0$ ”, “ $Eq_{p0}$ ”, “ $Pu_0$ ”, “ $Tf_0$ ” & “ $L_0$ ” 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 Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

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

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

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

## Table of Adjustment Data

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

### Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Proposer's related currency amount	Proposer's proposed weighting
A	Nonadjustable			_____ US\$	0.15
B	Bituminous Courses, and prime & tack coats	Average price for "Bitumine 3.5 Pct" in American \$ as per Platts Bulletin	Per CDR publication	_____ US\$	0.04 - 0.08*
C	Cement	Cementaries: in Lebanon (ton price)	Per CDR publication	_____ US\$	0.10 - 0.13*
Cf	Copper	INSEE: Cost index for "Fils en cuivre ou alliage" issued by the French establishment INSEE	Per CDR publication	_____ US\$	0.03 - 0.05*
Lma	Electrical Works for Bldgs	INSEE: Cost index for "Fils en aciers non alliés de qualité" issued by the French establishment INSEE.	Per CDR publication	_____ US\$	0.03 - 0.05*
Lmb	Steel Works	INSEE: Cost index for "Petites barres rondes en aciers non alliés de qualité" issued by the French establishment INSEE	Per CDR publication	_____ US\$	0.06 - 0.09*
Lmc	Reinforcing Steel	INSEE: Cost index for "Barres Crénelées ou nervurés pour béton armé" issued by the French establishment INSEE.	Per CDR publication	_____ US\$	0.10 - 0.13*
Et	uPVC & HDPE pipes	Bank of Japan: Cost index for "Polyethylene (high density)" issued by Bank of Japan, Research & Statistics Department.	Per CDR publication	_____ US\$	0.05 - 0.08*
F	Fuel	OPEC: Fuel Market Price issued by the Organization of the Petroleum Exporting Countries (OPEC)	Per CDR publication	_____ US\$	0.09 - 0.12*
Eqp	Equipment	INSEE: Average of cost indexes for "Machines agricoles françaises exportées" and "Véhicules utilitaires" issued by the French establishment INSEE	Per CDR publication	_____ US\$	0.05 - 0.08*
Pu	Pumps, Air Compressors, Hydraulic systems	INSEE: Cost index for "Pompes, compresseurs et systèmes hydrauliques exportés" issued by the French establishment INSEE	Per CDR publication	_____ US\$	0.05 - 0.10*
Tf	Ductile Iron Pipes	INSEE: Cost index for "Pièces de fonderie en fonte" issued by the French establishment INSEE	Per CDR publication	_____ US\$	0.03 - 0.04*
L	Labor (Local)	Fixed at 3% per year: the corresponding ratio Ln/Lo shall be calculated accordingly on a pro-rata basis	Per CDR publication	_____ US\$	0.05 - 0.07*
<b>Total (excluding Provisional Sums)</b>				_____ US\$	<b>1.00</b>

*\* The Proposer is required to specify a value within the range such that the total weighting = 1.00*

## Table B. Foreign Currency (FC)

**State type:** ..... *If the Proposer 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
A	Nonadjustable			_____	_____	0.15
B	Bituminous Courses, and prime & tack coats			_____	_____	0.04 - 0.08*
C	Cement			_____	_____	0.10 - 0.13*
Cf	Copper			_____	_____	0.03 - 0.05*
Lma	Electrical Works for Bldgs			_____	_____	0.03 - 0.05*
Lmb	Steel Works			_____	_____	0.06 - 0.09*
Lmc	Reinforcing Steel			_____	_____	0.10 - 0.13*
Et	uPVC & HDPE pipes			_____	_____	0.05 - 0.08*
F	Fuel			_____	_____	0.09 - 0.12*
Eqp	Equipment			_____	_____	0.05 - 0.08*
Pu	Pumps, Air Compressors, Hydraulic systems			_____	_____	0.05 - 0.10*
Tf	Ductile Iron Pipes			_____	_____	0.03 - 0.04*
L	Labor (Expatriate)			_____	_____	0.05 - 0.07*
<b>Total (excluding Provisional Sums)</b>					_____	<b>1.00</b>

*\* The Proposer is required to specify a value within the range such that the total weighting = 1.00*

## Table C. Summary of Payment Currencies

**Table: Alternative A**

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

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Proposal Price (TPP) $\frac{100 \times C}{TPP}$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #3				
<b>Total Proposal Price</b>				<b>100.00</b>
Provisional sums expressed in local currency	<i>500,000 US\$</i>		<i>500,000 US\$</i>	
<b>TOTAL PROPOSAL PRICE (including provisional sum)</b>				

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

**NOT APPLICABLE**

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

<i>Name of currency</i>	<i>Amounts payable</i>
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>

## **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 price 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.

**The Preamble to Price Schedules, and the Price Schedules are included in "VOLUME 4" issued under a separate cover**



## **Daywork Schedule**

**NOT APPLICABLE**

## Specified Provisional Sums

<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1	Provisional sums for the Employer's portion of DAAB costs	50,000 US\$
2	Provisional sums for any specific ES outcomes.	200,000 US\$
	Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _____)	250,000 US\$

## Grand Summary

The Grand Summary is included in “VOLUME 4”

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
<i>Subtotal of Activities</i>	<i>(A)</i>	
<i>Total for Daywork (Not Applicable)</i>	<i>(B)</i>	
<i>Specified Provisional Sums</i> <sup>ii</sup>	<i>(C)</i>	250,000 US\$
<i>Total of Activities and Provisional Sums (A + B + C)</i> <sup>i</sup>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)</i> <sup>ii</sup>	<i>(E)</i>	250,000 US\$
<i>Proposal Price (D + E) (Carried forward to Letter of Proposal)</i>	<i>(F)</i>	

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

ii) To be entered by the Employer.

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

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# Schedule of Payments

## **Schedule of Performance Guarantees and Performance Damages**

**Refer to “Employer’s Requirements” included in “VOLUME 2” issued under a separate cover**

## Technical Proposal Forms

1. Design Proposal
2. Construction Management Strategy
3. Method Statements for construction activities
4. Sustainable Procurement Proposal
5. Code of Conduct for Contractor's Personnel (ES)
6. Work Program
7. Contractor's Personnel Organization Chart
8. Risk Assessment and Proposed Management Plan
9. Contractor's Equipment
10. Subcontractors
11. Others

## Design Proposal

The Proposer shall submit a design proposal 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 which shall include all necessary design calculations, drawings, and design reports, in addition to all necessary site *drainage, and temporary/permanent access roads*;
- (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) software systems intended to be employed for planning, design, records and reporting.
- (l) *Any other relevant information, as appropriate.*

## 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 of the Contractor's environmental and social management plan;
- (m) preparation, approval and implementation of the Contractor's health and safety manual;
- (n) grievance redress mechanisms;
- (o) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions – Part B Sub-Clause 4.20;
- (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) *Any other relevant information, as appropriate.*



## **Method Statement for key construction activities**

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

- *foundation excavation;*
- *erection of steel structures;*
- *supply and installation of equipment;*
- *prevention of Sexual Exploitation, and Abuse (SEA);*
- *management of traffic including construction traffic*
- *Any other relevant information, as appropriate.*

## **Sustainable Procurement Proposal**

*[Note to Proposer: In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Proposer shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII - Works Requirements would be addressed. The Proposer shall also provide its proposal, if any, for exceeding the sustainable procurement requirements.]*

## Code of Conduct for Contractor's Personnel (ES) Form

### Note to the Proposer:

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

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

### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and

- d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## RAISING CONCERNS

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

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

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

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

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

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

## **ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

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

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

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

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

**(2) Examples of sexual harassment in a work context**

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

## Work Program

The Proposer shall set out a work program for design and construction of the Works to be undertaken. 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 Engineer;
- (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 Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB; and
- (g) *Any other relevant information, as may be appropriate.*

## **Contract Personnel Organization Chart**

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



## **Risk Assessment and Proposed Management Plan**

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.

*[Note to the Proposer: (i) If the contract has been assessed to present potential or actual cyber security risks, also include method statement, management strategies and implementation plans and innovations, to manage cyber security risks; (ii) if there are assessed supply chain risks, the risk assessment and proposed management plans, must include proposed supply chain risks management plan.]*

## FORM EQU

### Contractor's Equipment

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

A separate Form shall be prepared for each item of equipment proposed 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 Proposer's owned equipment.

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

## Personnel

### FORM PER -1

#### Key Personnel Qualifications and Resource Schedule

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

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

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

## FORM PER-2: Resume and Declaration Contractor's Representative and Key Personnel

<b>Name of Proposer</b>
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<b>Position [#1]: [title of position from Form PER-1]</b>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Details</b>	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

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

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

## Declaration

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

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

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<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) result in my disqualification from participating in the Proposal;
- (c) result in my dismissal from the contract.

**Name of Key Personnel:** *[insert name]* \_\_\_\_\_

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Proposer:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Subcontractors

### Proposed Subcontractors

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

<b>Activity/Sub-Activity</b>	<b>Proposed Subcontractor's name and address</b>	<b>Nationality</b>

Proposers shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct.

# Qualification Forms

## Form ELI 1.1

### Proposer Information Sheet

Date: \_\_\_\_\_

RFP No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

## 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. The successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.



## Form CON – 2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria of the Initial Selection document

- Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]*  
 Contract(s) not performed since 1<sup>st</sup> January *[insert year]*

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 of the Initial Selection document

- No pending litigation  
 Pending litigation

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Initial Selection document			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

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

## Form CON – 4

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment 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, each member of a Joint Venture and each Subcontractor]*

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

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

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

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

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

<b>SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Initial Selection Document</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p> <p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (e) above</b>) <i>[attach details as appropriate]</i>.</p>

## 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.

<b>Name of contract</b>	<b>Employer, contact address/tel/fax</b>	<b>Value of outstanding work (current US\$ equivalent)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over last six months (US\$/month)</b>
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

<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1.	
2.	
3.	
4.	

## **Others**

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



## Form of Proposal Security – Demand Guarantee

**Beneficiary:** \_\_\_\_\_

**Request for Proposals No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROPOSAL GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

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

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

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

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

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

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

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

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*[signature(s)]*

## Form of Proposal-Securing Declaration

### NOT APPLICABLE

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 specified in Section II – Proposal Data Sheet, if we are in breach of our obligation(s) under the Proposal conditions, because we:

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

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

Name of the Proposer\* \_\_\_\_\_

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

Title of the person signing the Proposal \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

## SECTION V - ELIGIBLE COUNTRIES

### Eligibility for the Provision of Goods, Works and non-consulting Services in Bank-Financed Procurement

In reference to **ITP 4.8** and **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**: *Israel*.

Under **ITP 4.8(b)** and **ITP 5.1**: *none*

## SECTION VI - FRAUD AND CORRUPTION

### 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> all accounts, records and other documents relating to relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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**

### **TABLE OF CONTENT**

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## **Employer’s Requirements**

**Refer to “VOLUME 2” issued under a separate cover**

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## **Environmental and Social (ES) requirements**

### **SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)**

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

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

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

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

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

*diseases associated with the execution of the Works;*

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

### **MINIMUM CONTENT OF ES REQUIREMENTS**

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

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

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

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

### **SPECIFIED PROVISIONAL SUMS FOR ES OUTCOMES**

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

## Scope of the Works

The Contractor shall design, construct, test and commission the Sludge Solar Dryers for Zahlé Wastewater Treatment Plant Project, on a Design-Build basis.

The Contractor shall define the process and determine the individual process units to achieve the required performance criteria; and the detailed design shall be based on the units presented in the Contractor's Proposal, and/or as modified or amended under the Contract. The Contractor shall be responsible for ensuring the compatibility of the individual process units with one another.

In order to assess the required site area, the equipment and ventilation system, and the parameters between the inlet and the final conditions of the sludge, as well as to estimate the construction, operation and maintenance costs, a Conceptual Design/Feasibility Study has been carried out by ELARD/Dorsch Gruppe on behalf of the Employer.

The selected drying process in that study shall make use of “greenhouse” treatment after sludge dewatering, turning of the sludge via a turning machine with associated ventilation system.

The proposed sludge solar drying process should be easy to understand, to operate and to maintain. The process and the resulting layout of the plant should take care of the particular conditions in Zahlé (i.e.: temperature, limitation of available land, requirement for future extensions, sub-surface conditions, groundwater table, possibilities for storage of sludge, etc.)

In particular, the design shall consider the following criteria, which will, besides others, also form the basis for the evaluation of Tenders:

The scope of works includes only the management of quantities of sludge to be generated at projected capacity of (25,000 m<sup>3</sup>/day of wastewater), whilst the Contractor shall provide the Employer with the provision of expansion of the scope of works to cover the management of quantities of sludge to be generated at the full capacity (37,000 m<sup>3</sup>/day of wastewater) and to the maximum provisional expansion capacity of the wastewater treatment plant (56,000 m<sup>3</sup>/day of wastewater).

The Contract implementation shall start once the Contractor receives the Notice to Commence

If the criteria described in the Employer’s Requirements and as offered in the Contractor's Proposal, and/or as modified or amended under the Contract, are not maintained after commissioning of the Works, the Contractor will suffer a penalty.

### Implementation Period

The time duration for the contract implementation (Design & Build) is as stated in the Contract Data – Sub-Clause 1.1.86.

The Contractor shall provide a tentative work programme indicating the various dates and periods for the realisation of the Works as stated in the Tender Documents and/or as estimated for the

purpose of implementation. After the signature of Contract, an updated works program shall be provided with definitive dates and milestones of delivery.

The contract implementation is divided into four main parts:

1. Design Works:

At the end of the design works, the Contractor shall have submitted all necessary documents and shall have successfully received the approval from the Engineer for such documents, allowing the construction and manufacturing of all parts of the Works to commence.

2. Construction Works (Supply of equipment and ventilation system including Tests on Completion):

At the end of the construction works, the Contractor shall have completed and shall have set to work, tested and commissioned all parts of the Works, shall have successfully completed the Tests on Completion and shall have obtained the Taking Over Certificate.

3. Tests after Completion and Defects Liability Period:

During the Defects Liability Period, which will last for one year or at the successful completion of the Final Performance Test, whichever comes later, the Contractor shall complete any outstanding work and shall remedy any defects. In addition, the Contractor shall carry out the Tests after Completion (Performance Tests), proving that the Works achieve the specified performance criteria and the agreed consumption values.

4. Training of staff.

The training segment of the Works shall be accomplished and successfully completed by the Contractor at the end of the Construction Period.

## Site Information

The Contractor shall design the sludge solar dryer plant to be constructed at the land designated for this purpose at Zahle waste water treatment plant in such a way as to minimize land use and to limit adverse impacts on the Environment and the public health living and working areas nearby. The final appearance of the Works shall be as outlined in the Contractor's Proposal and/or as modified or amended under the Contract. In particular, the following points shall be taken into account in the design:

1. The plot of land designated for the construction of the sludge solar dryer plant.
2. The smell nuisance shall be minimised so as to cause no nuisance to the public who live and work nearby.
3. All units of the solar dryer plant with an expected relevant emission of odours shall be covered and/or enclosed, and the gases shall be treated accordingly.
4. The landscaping and architectural design of the “greenhouse” shall be such as to reduce its visual impact and shall take account of adjacent land uses.

## 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>
2.	<i>[If the contract has been assessed to present potential or actual cyber security risks, the Proposer must be required to include Cyber security expert/s among the Key Personnel.]</i>		
<b>Key Personnel for Design</b>			
3.	<i>[Design Manager]</i>		
4.	<i>[Environmental Impact Assessment Specialist]</i>		
5.	<i>[Social Impact Assessment Specialist]</i>		
6.	<i>[Health and Safety Specialist]</i>		
7.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
<b>Key Personnel for Construction</b>			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
13.	<i>Survey Manager</i>		
14.	<i>Sexual Exploitation, Abuse and Harassment Expert(s)</i>  <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
15.	<b><i>[Modify/add others as appropriate]</i></b>		

## **Specifications**

**Refer to “VOLUME 3” issued under a separate cover**

## **Drawings**

**Refer to “VOLUME 5” issued under a separate cover**



## **Supplementary Information**

**None**

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VIII - GENERAL CONDITIONS (GC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017, reprinted 2022 with amendments” 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.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

### **International Federation of Consulting Engineers (FIDIC)**

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## **SECTION IX - PARTICULAR CONDITIONS (PC)**

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

## Particular Conditions

### Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	Five percent (5%)
Employer's name and address	1.1.30	Council for Development and Reconstruction (CDR) Tallet El Serail, Beirut Central District Lebanon Telephone: (01) 981431/2 – 980096/7 Facsimile: (01) 981252/3 E-mail: <a href="mailto:rjamal@cdr.gov.lb">rjamal@cdr.gov.lb</a>
Engineer's name and address	1.1.35	<i>to be notified later</i>
Time for Completion	1.1.86	Six Months with the following milestones: <ul style="list-style-type: none"> <li>• Milestone #1: One month from Contract Notification Date for the Design Services</li> <li>• Milestone #2: Six months from Contract Notification Date for the Construction Works</li> </ul>
Bank's name	1.1.91	The World Bank
Borrower's name	1.1.92	The Republic of Lebanon
Defects Notification Period	1.1.27	365 days (one year)
Sections	1.1.76	Not Applicable
Milestones	1.1.95	<i>Refer to Table: Summary of Milestones below</i>
Address of Employer for communications:	1.3(d)	Tallet El Serail, Beirut Central District Lebanon Telephone: (01) 981431/2 – 980096/7 Facsimile: (01) 981252/3 E-mail: <a href="mailto:rjamal@cdr.gov.lb">rjamal@cdr.gov.lb</a>

Conditions	Sub-Clause	Data
Address of Engineer for communications:	1.3(d)	<i>to be notified later</i>
Address of Contractor for communications:	1.3(d)	_____ _____ _____
Governing Law	1.4	Law of the Republic of Lebanon. The Contractor is considered acquainted with and aware of the laws in force in the Republic of Lebanon.
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	Three copies
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The Accepted Contract Amount
Time for access to the Site	2.1	<i>No later than the Commencement Date</i>
Engineer's Duties and Authority	3.2	All variations resulting in an increase or decrease of the Accepted Contract Amount shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	Not Applicable

Conditions	Sub-Clause	Data
Performance Security	4.2	<p>The Performance Security will be in the form of a “demand guarantee” in the amount(s) of four percent (4%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>This guarantee shall be submitted within a period of twenty-eight (28) days after "Contract Notification" Date and shall be valid until the issuance of the Performance Certificate at the end of the Defects Notification Period.</p> <p>The Performance Bank Guarantee shall be an unconditional bank guarantee issued by a Lebanese bank or by a foreign bank through its correspondent in Lebanon.</p>
Environmental and Social (ES) Performance Security	4.2	<p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of one percent (1%) of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount.</p> <p><i>The sum of the total “demand guarantees” (Performance Security and ES Performance Security) is 5% of the Accepted Contract Amount.</i></p>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4(a)	Twenty percent (20%) of the Accepted Contract Amount
Parts of the Works for which subcontracting is not permitted	4.4(b)	Not Applicable
Period for notification of errors in the items of reference	4.7.2	28 days
Period of payment for temporary utilities	4.19	28 days
Number of additional paper copies of progress reports	4.20	Three copies

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Cyber security	4.20	Not Applicable
Cyber security-immediate reporting	4.20	Not Applicable
Normal working hours	6.5	As per applicable Laws
Number of additional paper copies of program	8.3	Three copies
Delay damages payable for each day of delay	8.8	“One per thousand (1‰) of the Accepted Contract Amount, less provisional sum for DAAB.
Maximum amount of delay damages	8.8	Ten percent (10%) of the Accepted Contract Amount less provisional sum for DAAB.
Cyber security- Variation	13.3.1(a)	Not Applicable
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	Ten percent (10%)
Total advance payment	14.2	Fifteen percent (15%) of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable, and against an Advance Payment guarantee.  The bank guarantee for the advance payment shall be an unconditional bank guarantee issued by a Lebanese bank or by a foreign bank through its correspondent in Lebanon.
Repayment of Advance payment	14.2.3	(a) Deductions for repayment of the Advance Payment shall commence starting from the second IPC (first IPC being the Advance Payment)(b) percentage deductions for the repayment of the Advance Payment Twenty percent (20%)
Period of payment	14.3	after the end of each month
Number of additional paper copies of Statements	14.3(b)	Three copies
Percentage of retention	14.3(iii)	Ten percent (10%) of each IPC, starting from the second IPC (first IPC being the Advance Payment)



Conditions	Sub-Clause	Data
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	Ten percent (10%) of the Final Contract Price
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped: Not Applicable.
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site: <i>Refer to the Schedule of Prices.</i>
Minimum Amount of Interim Payment Certificates	14.6.2	250,000 USD (Two Hundred and Fifty United States Dollars).
Cyber security- withholding payments	14.6.2	Not Applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	within 28 days after the Employer receives the Advance Payment Certificate and the Advance Payment guarantee
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	within 49 days after the Engineer receives the Statement and supporting documents
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	within 28 days after the Employer receives the IPC
Period for the Employer to make final payment to the Contractor	14.7(c)	within 49 days after the Employer receives the FPC
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	The financing charges shall be calculated as follows: Simple annual interest rate “ <b>Secured Overnight Financing Rate (SOFR)</b> ” +2%

Conditions	Sub-Clause	Data
Number of additional paper copies of draft Final Statement	14.11.1(b)	Three copies
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	Not Applicable (i.e.: risks of forces of nature are not allocated to the Contractor)
Permitted deductible limits	19.1	<p>All the following permitted deductibles shall be borne by the Contractor:</p> <p>permitted deductibles for insurance required for the Works: <b>50,000 USD / occurrence</b></p> <p>permitted deductibles for insurance required for Goods: <b>10,000 USD / occurrence</b></p> <p>permitted deductibles for insurance required for liability for breach of professional duty: <b>10,000 USD / occurrence</b></p> <p>permitted deductibles for insurance required against liability for fitness for purpose: <b>Not Required</b></p> <p>permitted deductibles for insurance required for injury to persons and damage to property: <b>10,000 USD / occurrence</b></p> <p>permitted deductibles for insurance required for injury to employees: <b>5,000 USD / occurrence</b></p> <p>permitted deductibles for other insurances required by Laws and by local practice: <b>5,000 USD / occurrence</b></p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	Fifteen percent (15%)

Conditions	Sub-Clause	Data
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Not Applicable
Extent of insurance required for Goods	19.2.2	Amount equivalent to their full replacement value including delivery to Site.
Amount of insurance required for Goods		
amount of insurance required for liability for breach of professional duty	19.2.3(a)	Professional indemnity insurance for Contractor's design obligations under the Contract: <b>2,000,000 USD (Two Million US Dollars)</b>
Insurance required against liability for fitness for purpose	19.2.3(b)	No
Period of insurance required for liability for breach of professional duty	19.2.3	Five years after the end of the Defects Notification Period
Amount of insurance required for injury to persons and damage to property	19.2.4	1,000,000 USD (One million US Dollars) for any one occurrence, with number of occurrences unlimited

Conditions	Sub-Clause	Data
Other insurances required by Laws and by local practice (give details)		<p><u>Contractor’s Personnel Insurance:</u> The Contractor shall insure his personnel (staff, labourers, etc.), as stipulated in the Lebanese Law number 136/83 (Work Emergencies). The Contractor’s civil responsibilities should be covered by an amount of not less than US\$ 100,000 (One Hundred Thousand US Dollars) per accident.</p> <p><u>Contractor’s Vehicles and Transport Equipment Insurance:</u> The Contractor shall insure his vehicles and transport equipment, owned and/or hired by him, for an amount of not less than US\$ 500,000 (Five Hundred Thousand US Dollars) per accident, causing physical damages, and without any limitations per accident causing bodily harm to people. The insurance policy shall cover all Contractor’s vehicles and transport equipment when moving or parked on public roads.</p> <p><u>Other Insurances:</u> As required by local practices</p>
Time for appointment of DAAB member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer: <b><i>will be notified later</i></b> Proposed by Contractor: [Attach CVs to the Contract] 1. _____ 2. _____ 3. _____
Rules of arbitration:	21.6 (a)	Sub-Clause 21.6(a) of PART B – Special Provisions <b><i>shall</i></b> apply.
	21.6 (b)	Sub-Clause 21.6 (b) of PART B – Special Provisions <b><i>shall</i></b> apply.
Place of arbitration	21.6 (a)	Refer to Sub-Clause 21.6(a) of PART B – Special Provisions

**Table: Summary of Sections**

<b>Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.76)</b>	<b>Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)</b>	<b>Time for Completion (Sub-Clause 1.1.86)</b>	<b>Delay Damages (Sub-Clause 8.8)</b>
Not Applicable	Not Applicable	Not Applicable	Not Applicable

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

**Table: Summary of Milestones**

<b>Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)</b>	<b>Time for Completion</b>	<b>Delay Damages (as a percentage of final Contract Price per day of delay)</b>
• Milestone #1: Design Services	One month from Contract Notification Date	<b>0.1%</b>
• Milestone #2: Construction Works	Six months from Contract Notification Date	<b>0.1%</b>

Maximum amount of Delay damages for Milestones (percent of final Contract Price): Ten percent (10%) of the Final Contract Price less provisional sum for DAAB

## Part B – Special Provisions

<b>Sub-Clause 1.1.4</b> <b>Base Date</b>	Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender.
<b>Sub-Clause 1.1.49</b> <b>Laws</b>	The Sub-Clause is replaced with: “ <b>Laws</b> ” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”
<b>Sub-Clause 1.1.59</b> <b>Particular Conditions</b>	The Sub-Clause is replaced with: “Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Fraud and Corruption and Part D- Environmental and Social (ES) Metrics for Progress Reports.”
<b>Sub-Clause 1.1.74</b> <b>Site</b>	The Sub-Clause is replaced with: “ <b>Site</b> ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
<b>Sub-Clause 1.1.83</b> <b>Tender</b>	The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents”.
<b>Sub-Clause 1.1.91 to 1.1.96 are added after Sub-Clause 1.1.90</b>	
<b>Sub-Clause 1.1.91 Bank</b>	“ <b>Bank</b> ” means the financing institution (if any) named in the Contract Data.
<b>Sub-Clause 1.1.92</b> <b>Borrower</b>	“ <b>Borrower</b> ” means the person (if any) named as the borrower in the Contract Data.
<b>Sub-Clause 1.1.93</b> <b>ES</b>	“ <b>ES</b> ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

- Sub-Clause 1.1.94  
Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**
- “Sexual Exploitation and Abuse” “(SEA)”** means 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;
- Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- “Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.
- Sub-Clause 1.1.95  
Milestone**
- “Milestone”** means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [*Milestones*] but is not to be taken over by the Employer after completion.
- Sub-Clause 1.1.96  
Milestone Certificate**
- “Milestone certificate”** means the certificate issued by the Engineer under Sub-Clause 4.26 [*Milestones*].
- Sub-Clause 1.2  
Interpretation**
- Sub-paragraph (a) is replaced with the following:
- (a) “Words indicating one gender include all genders;  
“he/she” is replaced with:” it”;  
“him/her” is replaced with “it”;  
“his” and “his/her” are replaced with: “its”;  
“himself/herself” are replaced with: “itself”.”
- Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
- sub-paragraph (k) is added:
- (k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”

**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;
- (h) Particular Conditions- Part E - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;
- (i) the Appendices to Part 3 - Conditions of Contract and Contract Forms included in the RFP Documents:
  - Appendix 1 - CDR Safety, Health and Environmental Regulations
  - Appendix 2 - VAT Mandate
  - Appendix 3 - Immediate Measures to Combat Corruption & Recover the Proceeds
  - Appendix 4 - Environmental and Social Management Plan;”

and the list renumbered accordingly.

**Sub-Clause 1.6****Contract Agreement**

The last sentence of the first paragraph is replaced with:

The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor. It is the responsibility of the Contractor to pay directly the above mentioned taxes to the relevant authorities. CDR’s internal financial regulations shall apply, payment of stamp duties is a prerequisite to related payments of Contractor’s dues as applicable.

The last paragraph is replaced with:

“If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 [*Joint and Several Liability*].”

**Sub-Clause 1.12****Confidentiality**

The following is added at the end of the second paragraph:

“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

The following is then added as (d): “is being provided to the Bank.”



**Sub-Clause 1.17**

The following Sub-Clause is added after Sub-Clause 1.16:

**Inspections & 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**

The first paragraph is replaced with:

**Employer’s Financial Arrangements**

“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”

The following sub-paragraph is added at the end of Sub-Clause 2.4:

“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 Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”

**Sub-Clause 2.5****Site Data and Items of Reference**

“The Contractor shall comply with the requirements and regulations of the “**Environmental and Social Management Plan**” referred to in the **RFP, Part 3, Appendix 4**, and shall allow and include in the Contract Rates and/or Contract Price all related costs thereto. In case of non-compliance by the Contractor, the Employer will take specific measures and

actions, and will deduct from payments due to the Contractor the amount specified in Sub-Clause 3.2 “Deductions from Payments” of Appendix 1 “CDR Safety, Health and Environmental Regulations” referred to in the **RFP, Part 3**.

**Sub-Clause 2.6**  
**Employer-Supplied**  
**Materials and Employer’s**  
**Equipment**

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Employer’s Requirements (if any), at the time(s) stated in the Employer’s Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection.”

The following is added after the last paragraph of Sub-Clause 2.6:

“The Employer shall make the Employer’s Equipment listed in the Employer’s Requirements (if any) available to the Contractor at the time(s) stated in the Employer’s Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

Unless expressly stated otherwise in the Employer’s Requirements, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.

When made available by the Employer, the Contractor shall visually inspect the Employer’s Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such

instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

The Contractor shall be responsible for the Employer's Equipment while it is under the Contractor's control and/or any of the Contractor's Personnel is operating it, driving it, directing it, using it, or in control of it.

The Contractor shall not remove from the Site any items of the Employer's Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor's personnel to or from the Site."

**Sub-Clause 3.1**

**The Engineer**

The following is added at the end of the first sub-paragraph:

"The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties."

**Sub-Clause 3.2**

**Engineer's Duties and Authority**

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
  - (i) in an emergency situation as determined by the Engineer; or
  - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.
- (c) Sub-Clause 13.4: Expenditure of Provisional Sums
- (d) Sub-Clause 13.5: Expenditure of Daywork (if applicable)
- (e) Sub-Clause 13.6: Approving any adjustment for Changes in Law
- (f) Sub-Clause 13.7: Approving any adjustment for Changes in Costs.
- (g) Applying fines for HSE violations.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it 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 Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

**Sub-Clause 3.3**

The following is added at the end of Sub-Clause 3.3:

**Engineer’s Representative**

“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.”

**Sub-Clause 3.4**

The following is added at the end of the second paragraph:

**Delegation by the Engineer**

“If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.”

**Sub-Clause 3.6**

In the first paragraph, “42 days” is replaced with: “21 days”;

**Replacement of the Engineer**

In the third para, “shall” is replaced with: “should”.

**Sub-Clause 4.1**

**Contractor’s General Obligations**

The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”:

“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.”

The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer.”:

“The Contractor shall not carry out mobilization to Site (e.g. 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 Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Proposal and agreed as part of the

Contract. The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2 [*Contractor's Documents*].”

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

“The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer 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 shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”

- Sub-Clause 4.2**  
**Performance Security and ES Performance Security**
- The first paragraph is replaced with:
- “The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”
- In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:
- 2.1 - Right of Access to the Site;
  - 14.2 - Advance Payment;
  - 14.6 - Issue of IPC;
  - 14.12 - Discharge;
  - 14.13 - Issue of FPC;
  - 14.14 - Cessation of Employer’s Liability;
  - 15.2 - Termination for Contractor’s Default;
  - 15.5 - Termination for Employer’s Convenience.
- Sub-Clause 4.2.1**  
**Contractor’s Obligations**
- The first paragraph is replaced with:
- “The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security, and if applicable, ES Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for proposals documents for the subject contract or in another form acceptable to the Employer.”
- Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”
- Sub-Clause 4.2.2**  
**Claims under the Performance Security**
- The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”

**Sub-Clause 4.2.3**

In sub-paragraph (a) “21 days” is replaced with: “28 days”.

**Return of Performance  
Security****Sub-Clause 4.3****Contractor’s  
Representative**

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**Sub-Clause 4.4  
Subcontractors**

The following is added at the beginning of the second paragraph.

“The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25.”

The following is added after the first sentence of the fourth paragraph.

“The Contractor’s submission to the Engineer shall also include a Subcontractor’s declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.”

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.”

In addition, the Contractor shall:

- (a) notify the Engineer within 14 days of signing the Contract, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under this Sub-Clause. For each subcontract, the following shall be provided:
  - (i) the name, address and contact details of the Subcontractor;

- (ii) the nature and scope of the work to be subcontracted;
  - (iii) information on the Subcontractor's experience of similar work and details of the Subcontractor's site supervision, sources of labour and equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract work within the time and to the standards required by the Contract;
  - (iv) the approximate value of the subcontract works based on the Contract prices, and the overall percentage of all subcontracted works as a proportion of the Contract Price;
  - (v) confirmation that the subcontract includes terms and conditions and all obligations and responsibilities contained in the Contract, in so far as these apply to the subcontract;
- (b) notify the Engineer, at least 21 days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he proposes to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;
- (c) include in his monthly reports to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each Subcontractor on Site during the month;
- (d) provide, if requested by the Engineer, copies of documents such as wage sheets and details of the names and employment references for site staff and labour, invoices for the supply of materials, etc;
- (e) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such assignment or sub-subcontracting shall be subject to the prior approval of the Engineer.”



- Sub-Clause 4.5.1**  
**Objection to nomination**
- In sub-paragraph (c):  
“and” is deleted from the end of (i);  
“.” at the end of (ii) is replaced with: “, and”.  
The following is then added as (iii):  
“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [ *Payment to nominated Subcontractors*].”
- Sub-Clause 4.6**  
**Co-operation**
- The following is added after the first paragraph:  
“The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”
- Sub-Clause 4.8**  
**Health and Safety Obligations**
- The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):
- (h) “provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;
  - (i) 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, and provision of personal protective equipment without expense to the Contractor’s Personnel;
  - (j) 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;
  - (k) 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;
  - (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a), (b) and (c) of Sub-Clause 4.6, in applying the health and

safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”

The second and third paragraphs are replaced with the following:

“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2.2 [*Review by Engineer*].

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract, and in Particular, the **CDR Safety, Health and Environmental Regulations** referred to in the **RFP, Part 3, Appendix 1**;

- (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) 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,
  - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
  - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and
- (b) any other requirements stated in the Employer's Requirements."

The paragraph starting with: "In addition to the reporting requirement of..." is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

#### **Sub-Clause 4.12**

#### **Unforeseeable Physical Conditions**

The following is added at the end of 4.12.1 "Contractor's Notice":

"If the Contractor fails to give notice of unforeseeable physical conditions in accordance with this Sub-Clause as soon as practicable and in all cases not later than 28 days after the Contractor became aware, or should have become aware of the event or circumstance, his rights under this Sub-Clause will be forfeited."

The last paragraph of 4.12.5 "Agreement or Determination of Delay and/or Cost" is replaced with: "The Engineer 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 4.15**

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

**Access Route**

“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, if any, 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**

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

**Protection of the Environment**

“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 Engineer 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 Engineer.”

**Sub-Clause 4.20**

“4.20 (g) is replaced with:

**Progress Reports**

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

The following paragraph is added prior to the paragraph starting with: “However, nothing stated...”: “Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation.”

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

“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*], the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant

adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer 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 Engineer within the timeframe agreed with the Engineer.

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.”

#### **Sub-Clause 4.21**

#### **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 Engineer to the Contractor.

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer'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 4.23**

**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 4.24**

**Suppliers (other than Subcontractors)**

The following Sub-Clause is added:

**4.24.1 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 6.21. 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.

#### **4.24.2 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 6.22. 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.

#### **4.24.3 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 adopt procedures and mitigation measures adequate 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.

#### **4.24.4 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 4.25 Code of Conduct**

The following Sub-Clause is added:

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

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of

Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

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.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

#### **Sub-Clause 4.26**

##### **Milestones**

The following Sub-Clause is added:

"If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [*Programme*], the time for completion of each Milestone.

Sub-paragraph 9d) of Sub-Clause 8.4 [*Advance Warning*] and Sub-Clause 8.5 [*Extension of the Time for Completion*] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor's Notice:



- (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application.

If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):

- (i) the Contractor shall, subject to Sub-Clause 20.1 [*Claims*], pay delay damages to the Employer for this default;
- (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;
- (iii) these delay damages shall be the only damages due from the Contractor for such default; and
- (iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

**Sub-Clause 5.4****Technical Standards and Regulations**

The following is added as a second paragraph:

“If so stated in the Employer’s Requirements, the Contractor shall:

- (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and
- (b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)”

**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. 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 as the last paragraph:

"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 of Personnel**

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Employer's Requirements, the Contractor..."

**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 Engineer 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 [Recruitment of Persons];
- (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. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor’s Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer 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.”

**Sub-Clause 6.12**

**Key Personnel**

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**The following Sub-Clauses 6.13 to 6.28 are added after Sub-clause 6.12**

**Sub-Clause 6.13**

**Foreign Personnel**

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.

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 6.14**

**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 6.15**

**Supply of Water**

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

**Sub-Clause 6.16**

**Measures against Insect and Pest Nuisance**

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

**Sub-Clause 6.17**

**Alcoholic Liquor or Drugs**

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

**Sub-Clause 6.18**

**Arms and Ammunition**

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

**Sub-Clause 6.19**

**Festivals and Religious Customs**

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

**Sub-Clause 6.20**

**Funeral Arrangements**

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

**Sub-Clause 6.21**

**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 6.22**

##### **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 Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer 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
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23****Employment Records of Workers**

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

**Sub-Clause 6.24****Workers' Organisations**

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' 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 6.25****Non-Discrimination and Equal Opportunity**

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women,

people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

**Sub-Clause 6.26**  
**Contractor's Personnel**  
**Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.25, 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 Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**Sub-Clause 6.27**  
**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 Engineer, 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 6.28**  
**Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the



Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

**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)”

The following is added as (b) (iv):

“(iv) carryout environmental and social audit, and”

**Sub-Clause 7.4  
Testing by the Contractor**

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

“The Contractor shall bear all costs of tests stated in the Contract, included in the Employer’s Requirements, Specifications, applicable standards, and/or shown on the Drawings.”

**Sub-Clause 7.7  
Ownership of Plant and  
Materials**

The following is added before the first paragraph:

“Except as otherwise provided in the Contract,”

**Sub-Clause 8.1  
Commencement of Work**

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

“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (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 1.13 [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) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

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.

The Commencement Date shall be the date of receipt of the notice to commence from the Employer.

The Contractor shall prepare the Programme of Works in accordance with Sub-Clause 8.3 [*Programme*] taking into consideration the partial possession of sites (if any), provided that the whole of the Works shall be completed within the time stated in the Contract Data, and that the Contractor will not be entitled to claim for any extension of time.”

**Sub-Clause 8.3  
Programme**

The following is added under (k) after sub-paragraph (v):

“(vi) a cash flow schedule showing the Contractor's anticipated expenditure and payments by the Employer during the contract period.”

**Sub-Clause 11.7  
Right of Access after  
Taking Over**

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

**Sub-Clause 13.3.1  
Variation by Instruction**

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”

**Sub-Clause 13.4  
Provisional Sums**

The following is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the

DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

**Sub-Clause 13.6**

**Adjustments for Changes  
in Laws**

The following paragraph 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 13.7 [Adjustments for Changes in Cost].”

**Sub-Clause 14.1**

**The Contract Price**

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

“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.”

**Sub-Clause 14.2.1**

**Advance Payment  
Guarantee**

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for proposals documents for the subject contract or in another form acceptable to the Employer.”

**Sub-Clause 14.3**

**Application for Interim  
Payment**

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement).”

**Sub-Clause 14.6.2**

“and/or” from subparagraph (b) is deleted.

**Withholding (amounts in an IPC**

The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):

“(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 Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, 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 obligations or work described in the Employer’s Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (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 - Part D), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”

The following is added as penultimate paragraph: “As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed.”

**Sub-Clause 14.7****Payment**

At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):

“(iii) 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”

At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:

“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****Release of Retention Money**

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is

more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

**Sub-Clause 14.15**  
**Currencies of Payment**

Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.

**Sub-Clause 15.1**  
**Notice to Correct**

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

**Sub-Clause 15.2.1**  
**Notice**

Sub-paragraph (h) is replaced with: “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.”

**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 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 proposals 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**  
**Suspension by Contractor**
- The following paragraph is inserted 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 16.2.1**  
**Notice**
- Sub-paragraph (j) is deleted in its entirety.  
At the end of sub-paragraph (i): “; or” is replaced with: “.”  
sub-paragraph (f) is replaced with:  
“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [Commencement of Works] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
- Sub-Clause 16.2.2**  
**Termination**
- The following is added at the end of Sub-Clause 16.2.2:  
“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”
- Sub-Clause 16.3**  
**Contractor’s Obligations After Termination**
- “and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:
- (c) deliver to the Engineer, if any, all Employer-Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied materials and Employer’s Equipment]; and
  - (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

<b>Sub-Clause 17.1 Responsibility for Care of the Works</b>	After the two instances of “Goods” in the last paragraph, the following is added: “Employer-Supplied Materials and/or Employer’s Equipment (if any).”
<b>Sub-Clause 17.7 Use of Employer’s Accommodation/Facilities</b>	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”</p>
<b>Sub-Clause 18.1 Exceptional Events</b>	<p>Sub-paragraph (c) is substituted with:</p> <p>“(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”</p>
<b>Sub-Clause 18.4 Consequences of an Exceptional Event</b>	<p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [<i>Insurance to be provided by the Contractor</i>].”</p>
<b>Sub-Clause 18.5 Optional Termination</b>	In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.
<b>Sub-Clause 19.1 General Requirements</b>	<p>The following paragraphs are added after the first:</p> <p>“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 terms (if any) agreed by both Parties before the date of the Letter of Acceptance.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p>



The following is added at the end of the third paragraph:

“The Contractor shall be the insuring party, and the insurance policy shall include provisions for cross-liabilities between the Employer and the Contractor as two separate entities in the insurance policies.”

In the sixth paragraph, the following is added after subparagraph (c):

- “(c) providing a statement from the insurer/insurance company that the various insurance requirements clauses of the Contract have been complied with and are fully covered by the policy issued.
- (d) providing the Engineer with original of evidence or policies.
- (e) informing the Engineer of all modifications introduced to the policy post issuance by direct communication. The Contractor shall not modify the approved policy without the prior approval of the Employer”

**Sub-Clause 19.2**  
**Insurance to be provided**  
**by the Contractor**

The following is inserted as the first sentence in Sub-Clause 19.2:

“The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) with insurers from any eligible source country.”

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

“The Contractor shall immediately notify the Engineer in writing about any accident which occurs on Site if it results in an injury to any of the labourers or employees or damage to property, and he shall provide him with the details and the affidavits of witnesses. Also, the Contractor shall inform the concerned authorities about such accidents when and if the laws and regulations so require.”

**Sub-Clause 19.2.5**  
**Injury to employees**

The second paragraph is replaced with:

“The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”

- Sub-Clause 20.1**  
**Claims**
- In a): “any additional payment” is replaced with “payment”.
- Sub-Clause 20.2**  
**Claims for Payment and/or EOT**
- The first paragraph is replaced with:  
“If either Party considers that it is entitled to claim under Sub-clause 20.1 [*Claims*] (a) or (b), the following claim procedure shall apply:”
- Sub-Clause 21.1**  
**Constitution of the DAAB**
- 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 3.3 of Appendix-General Conditions of DAAB Agreement.”
- After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
- Sub-Clause 21.2**  
**Failure to Appoint DAAB Member (s)**
- For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties.”
- Sub-Clause 21.6**  
**Arbitration**
- “Unless settled amicably, disputes shall be settled by arbitration in accordance with the following provisions:
- (a) if the contract is with foreign contractors:**
1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
    - a. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the International Chamber of Commerce (ICC), Paris for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty

- (60) days of the date of the list, the International Chamber of Commerce (ICC), Paris shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- b. Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Contractor shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the International Chamber of Commerce (ICC), Paris.
  - c. If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary General of the International Chamber of Commerce (ICC), Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Contractor's home country, or in case of a Joint Venture, of the

home country of any of their members or Parties, or of the Government's country. For the purposes of this Clause, "home country" means any of:

- a. the country of incorporation of the Contractor, or in case of a Joint Venture, of any of their members or Parties; or
  - b. the country in which the Contractor, or in case of a Joint Venture, of any of their members' or Parties' principal place of business is located; or
  - c. the country of nationality of a majority of the Contractor, or in case of a Joint Venture, of any of their members' or Parties' shareholders; or
  - d. the country of nationality of the Sub-contractors concerned, where the dispute involves a subcontract.
5. Miscellaneous. In any arbitration proceeding hereunder:
- a. proceedings shall, unless otherwise agreed by the Parties, be held in Lebanon
  - b. the English language shall be the official language for all purposes;
  - c. the applicable law shall be the "Lebanese Law"; and
  - d. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**(b) If the Contract is with domestic (Lebanese) contractors:**

The dispute shall be referred to the competent Lebanese Court in accordance with the Lebanese law."

**Appendix- General Conditions of DAAB Agreement**

1. **Definitions** In Sub-Clause 1.8 a (i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative and authorised representative of the Employer"
2. **General provisions** Sub-Clause 2.2 is deleted in its entirety.

**3. Warranties**

Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB 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 DAAB).”

**7. Confidentiality**

In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b).  
and the following sub-paragraphs added:

“(d) is being provided to the Bank”

**9. Fees and Expenses**

In Sub-Clause 9.1 c): “business class or equivalent” is replaced with: “in less than first class”

In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.

## Particular Conditions

### Part C- Fraud and Corruption

#### 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 manner<sup>1</sup> ; (ii) to be a nominated <sup>1</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect <sup>2</sup> 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.

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<sup>1</sup> 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.

<sup>1</sup> 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.

<sup>2</sup> 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

*Metrics for regular reporting:*

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



- f. *worker accommodations:*
  - i. number of expats housed in accommodations, number of locals;
  - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
  - i. number of new workers, number receiving induction training, dates of induction training;
  - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
  - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/ construction/ site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. *Grievances: list new grievances (e.g. allegations of SEA and SH) 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 bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
  - viii. details of water and swamp protection mitigations required undertaken in the reporting period.

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

## Particular Conditions

### Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]*

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

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

Contract reference *[insert contract reference]*

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

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p> <p style="margin-left: 20px;">Name of Employer: _____</p> <p style="margin-left: 20px;">Name of Project: _____</p> <p style="margin-left: 20px;">Contract description: _____</p> <p style="margin-left: 20px;">Brief summary of evidence provided: _____</p> <p style="margin-left: 20px;">_____</p> <p style="margin-left: 20px;">Contact Information: (Tel, email, name of contact person): _____</p> <p style="margin-left: 20px;">_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (e) above</b>) <i>[attach details as appropriate]</i>.</p> <p style="margin-left: 20px;">_____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## SECTION X - CONTRACT FORMS

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## Notification of Intention to Award

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]*

**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**

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

**2. Other Proposers [INSTRUCTIONS: insert names of all Proposers that submitted a Proposal, Proposal prices as read out and evaluated, technical and combined scores.]**

<b>Name of Proposer</b>	<b>Technical Score</b>	<b>Proposal price</b>	<b>Evaluated Proposal Cost (if applicable)</b>	<b>Combined Score</b>
<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]**

<b><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></b>
---



#### 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 Proposer<sup>1</sup>. 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 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), 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.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, and (ii) the additional information on beneficial ownership in accordance with **ITP 53.1** within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the RFP document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment:** Contract Agreement

**(NOT APPLICABLE)**

## Contract Agreement

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

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance (If applicable)
  - (b) the Letter of Proposal and the Appendix to Proposal
  - (c) the addenda Nos \_\_\_\_\_ (if any)
  - (d) the Particular Conditions
  - (e) the General Conditions
  - (f) the Employer’s Requirements
  - (g) the completed Schedules, and
  - (h) the Contractor’s Proposal and any other documents forming part of the Contract including, but not limited to:
    - i. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **As stipulated in Article (5) of the banking secrecy law dated 03/09/1956 and as stipulated in the decision of the Council of Ministries № 4 dated 28/04/2020 referred to in the RFP, Part 3, Appendix 3, the Lebanese Contractor agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.**

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

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)

## 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 \_\_\_\_\_ (...),<sup>1</sup> 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 enter into effect on the date of entry into force of the Contract and shall remain valid until ..... *(insert date)*<sup>2</sup>, or until the issuance of the Performance Certificate within 28 days after the end of the Defects Notification Period, whichever comes later, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

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*[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

### (Not Applicable)

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

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

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

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

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

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

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Environmental and Social (ES) Performance Security

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (...),<sup>1</sup> 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 enter into effect on the date of entry into force of the Contract and shall remain valid until ..... (insert date)<sup>2</sup>, or until the issuance of the Performance Certificate within 28

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<sup>1</sup> *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.*

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

days after the end of the Defects Notification Period, whichever comes later, 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.

---

*[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 \_\_\_\_\_ (...) <sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

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

day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> 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.

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[signature(s)]

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

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

## Retention Money Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[insert amount in figures] (...) [amount in words]*<sup>1</sup> 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

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

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

This guarantee shall expire no later than the .... Day of ....., 2...<sup>2</sup>, 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.***

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



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## **APPENDICES**

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