



Government of Saint Lucia  
Department of Infrastructure, Ports and Transport  
Renewable Energy Sector Development Project

# *Integrated Drilling Services*

# Request for Bids

# Works

**Two-envelope with Rated Criteria**

**With Bank's Disqualification mechanism for non-compliance with SEA/SHP obligations**

This document is subject to copyright.

**January, 2026**

This document may be used and reproduced for non-commercial purposes only. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative works such as unofficial translations based on this document is not allowed.

---

# Specific Procurement Notice

## Request for Bids

## Works

### (Two-envelope Bidding Process, Without Prequalification)

**Employer:** *Department of Infrastructure, Ports and Transport (DIPT)*

**Project:** *Renewable Energy Sector Development Project (RESDP)*

**Contract title:** Integrated Drilling Services

**Country:** *Saint Lucia*

**Loan No. /Credit No. / Grant No.:** *IDA - 69710*

**RFB No:** *LC-MIPPDUR-255364-CW-RFB*

**Issued on:** *January, 2026*

1. Saint Lucia *has received* financing from the World Bank toward the cost of the Renewable Energy Sector Development Project and intends to apply part of the proceeds toward payments under the contract for Integrated Drilling Services. 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 *Department of Infrastructure, Ports and Transport (DIPT)* now invites sealed Bids from eligible Bidders for procurement of Drilling Rig Supply, Integrated Drilling Services and Tangible Items for drilling and testing of 3 (three) exploratory geothermal wells. Each exploration geothermal well drilling is planned to be completed in 40 days from spud of the well to release of the rig.
3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers-Procurement in Investment Projects Financing" dated February 2025 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): 80% for the Bid cost: 20%.
5. Interested eligible Bidders may obtain further information from

*the Government of Saint Lucia E-Procurement portal via the link below (registration is required):*

*<https://in-tendhost.co.uk/goslprocurement/>*

and inspect the Bidding document at the address given below.

6. The Bidding document in English will be made available to interested eligible Bidders upon registration on to the Government of Saint Lucia Electronic Procurement Portal. *The link below informs of the registration process:*

<https://in-tendhost.co.uk/goslprocurement/>

7. Bids must be delivered electronically to the address below on or before (UTC-4:00) 9:30 a.m. on \_\_\_\_\_, 2026. Late Bids will be rejected. The TECHNICAL PART will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on \_\_\_\_\_, 2026 at (UTC-4:00) 10:30 a.m. The FINANCIAL PART which shall be password protected by the Bidder, shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening. Bidders are referred to ITB 22.1 for further details on the submission of bids.
8. All Bids must be accompanied by a: (i) Bid Security; (ii) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration; and (iii) Local Labour Method Statement.
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
10. The addresses referred to above are:

**All inquiries, Issuance of Bidding documents and Bid submission shall be conducted via the Government of Saint Lucia Electronic Procurement Portal.**

Government of Saint Lucia Electronic Procurement Portal Web site:

<https://in-tendhost.co.uk/goslprocurement/>

Further to registration onto the Electronic Procurement Portal, Bidders shall obtain the ability to issue inquiries, access to bidding documents and the ability to submit bids.

Address for Opening of Bidding document:

*Office:* Central Public Procurement Board  
*Officer:* The Secretary of the Central Public Procurement Board.  
*Address:* 4<sup>th</sup> Floor, Finance Administrative Centre, Trou Garnier, Pointe Seraphine Castries  
- Saint Lucia  
*Telephone:* +1-758-468-5501



# Request for Bids

## Works

**Procurement of:**  
*Drilling Works for Renewable Energy Sector  
Development Project*

---

**Employer:** *Department of Infrastructure, Ports and Transport (DIPT)*

**Project:** *Renewable Energy Sector Development Project (RESDP)*

**Contract title:** *Integrated Drilling Services*

**Country:** *Saint Lucia*

**Loan No.:** *IDA -69710*

**RFB No:** *LC-MIPPDUR-255364-CW-RFB*

**Issued on:** *January, 2025*



# Standard Procurement Document

## Table of Contents

<b>PART 1 – Bidding Procedures.....</b>	<b>2</b>
Section I - Instructions to Bidders .....	6
Section II - Bid Data Sheet (BDS).....	37
Section III - Evaluation and Qualification Criteria ( <i>Without Prequalification</i> ) .....	49
Section IV - Bidding Forms.....	69
Section V - Eligible Countries .....	130
Section VI - Fraud and Corruption .....	131
<b>PART 2 – Works’ Requirements.....</b>	<b>133</b>
Section VII - Works’ Requirements .....	135
<b>PART 3 – Conditions of Contract and Contract Forms .....</b>	<b>221</b>
Section VIII - General Conditions (GC).....	222
Section IX - Particular Conditions .....	223
Section X - Contract Forms .....	285

# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

## Contents

<b>A. General.....</b>	<b>6</b>
1. Scope of Bid.....	6
2. Source of Funds .....	7
3. Fraud and Corruption.....	7
4. Eligible Bidders .....	7
5. Eligible Materials, Equipment, and Services .....	10
<b>B. Contents of Bidding Document.....</b>	<b>10</b>
6. Sections of Bidding Document .....	10
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	11
8. Amendment of Bidding Document .....	13
<b>C. Preparation of Bids.....</b>	<b>13</b>
9. Cost of Bidding .....	13
10. Language of Bid.....	13
11. Documents Comprising the Bid.....	13
12. Letters of Bid and Schedules .....	15
13. Alternative Bids .....	15
14. Bid Prices and Discounts .....	15
15. Currencies of Bid and Payment .....	17
16. Documents Comprising the Technical Proposal.....	17
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	17
18. Period of Validity of Bids .....	18
19. Bid Security .....	19
20. Format and Signing of Bid.....	21
<b>D. Submission of Bids .....</b>	<b>22</b>
21. Sealing and Marking of Bids .....	22
22. Deadline for Submission of Bids .....	23
23. Late Bids .....	23
24. Withdrawal, Substitution, and Modification of Bids .....	23

<b>E. Public Opening of Technical Parts of Bids .....</b>	<b>24</b>
25.    Public Opening of Technical Parts of Bids .....	24
<b>F. Evaluation of Bids- General Provisions .....</b>	<b>25</b>
26.    Confidentiality .....	25
27.    Clarification of Bids.....	26
28.    Deviations, Reservations, and Omissions .....	26
29.    Nonmaterial Nonconformities .....	26
<b>G. Evaluation of Technical Part of Bids .....</b>	<b>26</b>
30.    Determination of Responsiveness of Technical Part .....	26
31.    Eligibility and Qualifications of the Bidder.....	27
32.    Detailed Evaluation of Technical Part .....	28
<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts .....</b>	<b>28</b>
33.    Notification of Evaluation of Technical Parts and Public Opening of Financial Parts.....	28
<b>I. Evaluation of Financial Part of Bids .....</b>	<b>30</b>
34.    Adjustments for Non-material Nonconformities .....	30
35.    Correction of Arithmetic Errors.....	30
36.    Conversion to Single Currency and Margin of Preference.....	31
37.    Evaluation Process, Financial Parts .....	31
38.    Abnormally Low Bids.....	32
39.    Unbalanced or Front Loaded Bids .....	32
<b>J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award.....</b>	<b>32</b>
40.    Evaluation of combined Technical and Financial Parts.....	33
41.    Most Advantageous Bid.....	33
42.    Employer's Right to Accept Any Bid, and to Reject Any or All Bids .....	33
43.    Standstill Period .....	33
44.    Notification of Intention to Award .....	33
<b>K. Award of Contract .....</b>	<b>34</b>
45.    Award Criteria .....	34
46.    Notification of Award .....	34
47.    Debriefing by the Employer.....	35

48.	Signing of Contract.....	35
49.	Performance Security.....	35
50.	Procurement Related Complaint .....	36

# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works’ Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS**.

1.2 Throughout this bidding document:

the term “**in writing**” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, “**singular**” means “**plural**” and vice versa;

“**Day**” means calendar day, unless otherwise specified as a “**Business Day**.” A “**Business Day**” is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;

“**ES**” means environmental and social (including 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;

“**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;

“**Contractor’s Personnel**” is as defined in Sub-Clause 1.1.17 of the General Conditions; and

**“Employer’s Personnel”** is as defined in Sub-Clause 1.1.33 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”) specified **in the BDS** has received or has applied for 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 BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the 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 goods, equipment, plant, or materials, 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, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, 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 Bidders**

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 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 entire 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 Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as 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 BDS** ITB 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 Bidding document or specifications of the Contract, and/or the Bid 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 Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder 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 subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder 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 prequalified for, initially selected for, bid for, propose 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 BDS**.
- 4.6 Bidders 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 Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing 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 Works are 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 ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

4.9 A Bidder 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.

4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.

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

5.1 The materials, equipment, and services to be supplied under the Contract and financed by the Bank 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, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

## PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

## **PART 2 Works Requirements**

- Section VII - Works' Requirements

## **PART 3 Conditions of Contract and Contract Forms**

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer or the Notice of Request for Bids (RFB) issued by the Employer to the prequalified Bidders are not part of the Bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.

7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page

identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder 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 Bidder, 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 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder 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-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids****9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding 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 BID."

- 11.2 The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

- (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;
- (f) Conformity: a technical proposal in accordance with ITB 16;
- (g) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms; and
- (h) Local Labour Method Statement in accordance with ITB 16 and Section IV, Bidding Forms; and

(i) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three 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 Bidder (Letter of Bid) shall be subject to Bank's No-objection.

11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the

event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.7 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Letters of Bid and Schedules**

12.1 The Letter of Bid- Technical Part, Letter of Bid- Financial Part and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

## **13. Alternative Bids**

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

## **14. Bid Prices and Discounts**

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid- Financial Part and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.

14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

14.7 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 Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

<b>15. Currencies of Bid and Payment</b>	<p>15.1 The currency (ies) of the Bid and the currency (ies) of payments shall be the same and shall be as specified in the BDS.</p> <p>15.2 Bidders 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 unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> <p>15.3 Subject to ITB15.2, the Bidder shall among other relevant factors, take into consideration the local labour requirements, specified in ITB 16.2 when specifying (i) its local and foreign currency requirements, and (ii) the weightings (and corresponding amounts) in the Table of Adjustment Data in Section IV- Bidding Forms, as applicable.</p>
<b>16. Documents Comprising the Technical Proposal</b>	<p>16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.</p> <p>16.2 Unless otherwise specified in the BDS the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour<sup>1</sup>; and (ii) submit the Local Labour Method Statement.</p>
<b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, 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 ITB 36.2.</p>

---

<sup>1</sup> Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) 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 date of the notice for RFB sent to the prequalified Bidders.

#### **Subcontractors**

17.5 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

17.8 In case prequalification has been carried out, subject to ITB 17.4, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

#### **18. Period of Validity of Bids**

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance

with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable price** contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or 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 specified **in the BDS**,

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 Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security pursuant to ITB 49.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental and Social (ES) Performance Security.

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or
  - (ii) furnish a Performance Security and if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.6.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or
  - (ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

## **20. Format and Signing of Bid**

20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.

20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid 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.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission of Bids**

### **21. Sealing and Marking of Bids**

21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original BID.” In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. 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 Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES.” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.

21.4 All inner and outer envelopes, shall:

- bear the name and address of the Bidder;
- be addressed to the Employer in accordance with ITB 22.1;
- bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the

date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

## **E. Public Opening of Technical Parts of Bids**

### **25. Public Opening of Technical Parts of Bids**

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: 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 parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the

separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART;”
  - (c) if applicable, any alternative Bid- Technical Part;
  - (d) the presence or absence of a Bid Security if one was required.

- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders.

## **F. Evaluation of Bids- General Provisions**

### **26. Confidentiality**

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

**27. Clarification of Bids** 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder 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. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions** 28.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the Bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**G. Evaluation of Technical Part of Bids**

**30. Determination of Responsiveness of Technical Part** 30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding document. A substantially responsive Bid is one that materially confirms to the requirements of the Bidding 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 Bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 If the Technical Part is not substantially responsive to the requirements of the Bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **31. Eligibility and Qualifications of the Bidder**

31.1 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

31.3 Prior to Contract award, the Employer will verify that the successful Bidder (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 Bidder. If any proposed

subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor

31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.

**32. Detailed Evaluation of Technical Part**

32.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

32.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors if any) are specified **in the BDS**.

## **H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

**33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
- (c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART.”

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. 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 ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: 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 read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders.

**I. Evaluation of Financial Part of Bids**

**34. Adjustments for Non-material Nonconformities**

34.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid 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 Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.

**35. Correction of Arithmetic Errors**

35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) 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) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

**36. Conversion to Single Currency and Margin of Preference**

36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**.

36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders<sup>2</sup> shall not apply

**37. Evaluation Process, Financial Parts**

37.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork<sup>3</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 35;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;
- (f) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

37.2 If price adjustment is allowed in accordance with ITB 14.5, 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 Bid evaluation.

<sup>2</sup> An individual firm is considered a domestic Bidder 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 Bidders 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.

<sup>3</sup> Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid 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 Bid evaluation.**

**38. Abnormally Low Bids**

38.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.

38.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid 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 Bidding document.

38.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**39. Unbalanced or Front Loaded Bids**

39.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
- (c) reject the Bid.

**J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award**

**40. Evaluation of combined Technical and Financial Parts**

40.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to costfactors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS. The Employer will rank the Bids based on the evaluated Bid score (B).

**41. Most Advantageous Bid**

41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

**42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**43. Standstill Period**

43.1 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 ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**44. Notification of Intention to Award**

44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the total combined score of the successful Bid;
- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **K. Award of Contract**

### **45. Award Criteria**

45.1 Subject to ITB 42.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

### **46. Notification of Award**

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid 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”).

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

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder’s Beneficial Ownership Disclosure Form.

46.3 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.

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

**47. Debriefing by the Employer**

47.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder 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 Bidders whose request is received within this deadline.

47.2 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 Bidders of the extended standstill period.

47.3 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.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

**48. Signing of Contract**

48.1 The Employer shall send to the successful Bidder 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.

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

**49. Performance Security**

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in

accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose 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 Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder 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.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required **in the BDS**, 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 Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

## **50. Procurement Related Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is: <b>LC-MIPPUR-255364-CW-RFB</b></p> <p>The Employer is: Department of Infrastructure, Ports and Transport (DIPT)</p> <p>The name of the RFB is: <b>Integrated Drilling Services (drilling of 3 exploratory wells, including mobilization and demobilization)</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <u>ONE (1)</u>:</p>
<b>ITB 1.2</b>	<p><b>Electronic – Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>Government of Saint Lucia Electronic Procurement Portal:</p> <p><a href="https://in-tendhost.co.uk/goslprocurement/">https://in-tendhost.co.uk/goslprocurement/</a></p> <p>The electronic procurement system shall be used to manage the following aspects of the Bidding process:</p> <p>Issuing of RFB</p> <p>Receipt and Responses to Clarification Requests and Complaints</p> <p>Submissions and Receipt of Bids</p> <p>Opening of Bids</p> <p>Notification of Outcomes of the Evaluation</p> <p>Notification of Award of Contract</p>
<b>ITB 2.1</b>	<p>The Borrower is: Saint Lucia</p> <p>Loan or Financing Agreement amount: US\$ 34.616 million</p> <p>The name of the Project is: Renewable Energy Sector Development Project (RESDP)</p>

<b>ITB 4.1</b>	Maximum number of members in the JV shall be: 2 (Two )
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/en/projects-operations/procurement/debarred-firms">http://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a>
<b>ITB 4.11</b>	This Bidding Process is not subject to prequalification.
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b>Clarification of Bid purposes</b> only, the Employer's address is:  Attention: The contact information for requesting clarifications is:  Kensley Promesse – Procurement Officer via the Electronic Procurement Portal. Website: <a href="https://in-tendhost.co.uk/goslprocurement/">https://in-tendhost.co.uk/goslprocurement/</a>
<b>ITB 7.4</b>	A Pre-Bid meeting shall take place at the following date, time and place:  Date: <u>February , 2026</u> Time: <u>10:00 a.m.</u> Place: <u>Leisure Inn, Soufriere</u>  A site visit conducted by the Employer shall be organized immediately after the Pre-Bid meeting
<b>ITB 7.6</b>	Web page:  Government of Saint Lucia Electronic Procurement Portal: <a href="https://in-tendhost.co.uk/goslprocurement/">https://in-tendhost.co.uk/goslprocurement/</a>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: English  All correspondence exchange shall be in English language.  Language for translation of supporting documents and printed literature is English.
<b>ITB 11.2 (h)</b>	The Bidder shall submit the following additional documents in the Technical Part of its Bid:  <b>Code of Conduct for Contractor's Personnel (ES)</b>  The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder 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 Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.

	<p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p><b>Air Quality Monitoring and Noxious Gas Management</b></p> <p><b>Emergency Blow Out Well Control Plan</b></p> <p><b>Hazardous Materials and Waste Management Plan</b></p> <p><b>Noise and Vibration Control and Mitigation Plan</b></p>
<b>11.3 (d)</b>	The Bidder shall submit the following additional documents in the Financial Part of its Bid: None
<b>ITB 13.1</b>	Alternative Bids shall not be considered.
<b>ITB 13.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be: fixed
<b>ITB 14.7</b>	<p><b>Clause 14.7 shall be replaced with the following:</b></p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, are exempted and shall be excluded in the rates and prices and the total Bid Price submitted by the Bidder.</p>
<b>ITB 15.1</b>	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative B as described below:</p> <p><b>Alternative B (Bidders allowed to quote in local and foreign currencies):</b></p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in East Caribbean Dollar (XCD), and further referred to as "the local currency;" and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies.</p>
<b>ITB 16.2</b>	<b>Clause 16.2 is modified to now read as follows:</b>

	Unless otherwise specified in the BDS the Bidder shall: (i) allocate not less than 30% of the total labour requirement under the contract to the employment of local labour <sup>1</sup> ; and (ii) submit the Local Labour Method Statement.
<b>ITB 17.5</b>	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 17.6</b>	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 50% of the total contract amount  (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
<b>ITB 17.7</b>	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:  a. Aerated Drilling Service b. Well Logging and Testing Service c. Cementing Services d. Specialized Welding and Inspection Services
<b>ITB 18.1</b>	The Bid shall be valid until: (UTC-4:00) 24:00. on October , 2026.
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): a. local inflation during the period of extension. b. foreign inflation during the period of extension.
<b>ITB 19.1</b>	A Bid Security shall not be required. A Bid-Securing Declaration shall be required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be: <u>Not Applicable</u>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: None
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <u>5</u> years, starting from the date the Bidder performs any of the actions specified in ITB 19. 9 (a) or (b).

<sup>1</sup> Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

ITB 20.3	<p><b>Clause 20.3 is modified to now read as follows:</b></p> <p>The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified <b>in the BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(i) Articles of Association, Articles of Incorporation, Memorandum of Association, Notice of Directors / Change of Directors and /or Power of Attorney;</p>
<b>D. Submission of Bids</b>	
ITB 21	<p><b>Clause 21 is modified to now read as follows:</b></p> <p>The Bidder shall submit the Bid electronically via the Government of Saint Lucia Electronic Procurement Portal in accordance with BDS 22.1.</p>
ITB 22.1	<p><b>Clause 22.1 is modified to now read as follows:</b></p> <p>Bids must be received by the Employer at the address no later than the date and time specified <b>in the BDS</b>. Bidders shall submit their Bids electronically. Bidders submitting Bids shall follow the electronic Bid submission procedures specified <b>in the BDS</b>.</p> <p>For <b>Bid submission purposes</b> only, the Employer's address is:</p> <p>Government of Saint Lucia Electronic Procurement Portal, which is available at the web address below:</p> <p><a href="https://in-tendhost.co.uk/goslprocurement/">https://in-tendhost.co.uk/goslprocurement/</a></p> <p>The deadline for Bid submission is:</p> <p>Date: March , 2026</p> <p>Time: 9:30 a.m. (UTC-4:00)</p> <p>The electronic Bid submission procedures shall be as follows:</p> <p>Bidders shall register on to the Government of Saint Lucia Electronic Procurement Portal at the web address below:</p> <p><a href="https://in-tendhost.co.uk/goslprocurement/">https://in-tendhost.co.uk/goslprocurement/</a></p> <p>Further to registration on to the Electronic Procurement Portal, Bidders shall obtain submission procedures from the portal (refer to Suppliers Guidance tab – eGP User Manuel).</p>

	<p>The Technical Part of the Bid shall be uploaded into the Technical Envelope of the Electronic Procurement Portal.</p> <p>The Financial Part of the Bid shall be password protected and uploaded into the Financial Envelope of the Electronic Procurement Portal.</p>
<b>ITB 23.1</b>	<p><b>Clause 23.1 is modified to now read as follows:</b></p> <p>The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late and rejected.</p>
<b>ITB 24.1</b>	<p><b>Clause 24.1 is modified to now read as follows:</b></p> <p>A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <p class="list-item-l1">(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective submissions “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” shall be in accordance with the Government of Saint Lucia Electronic Procurement Portal procedures and</p> <p class="list-item-l1">(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.</p>
<b>ITB 24.2</b>	<p><b>Clause 24.2 is modified to now read as follows:</b></p> <p>Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.</p>
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Street Address:</p> <p>Central Public Procurement Board Department of Finance 5th Floor, Finance Administrative Centre Trou Garnier, Pointe Seraphine Castries, LC04 301</p> <p>SAINT LUCIA</p> <p>Date: March , 2026</p> <p>Time: 10:30 a.m. (UTC-4:00)</p>

<b>ITB 25.1</b>	<p>The electronic Bid opening procedures shall be:</p> <p>Any interested party who wishes to attend this public opening should contact <b>Kensley Promesse – Procurement Officer via the Electronic Portal</b> and request to attend the public opening of Technical Part. The request should be made at least 10 days before the deadline for submission of Bids.</p> <p>The Central Public Procurement Board shall set up a virtual meeting and allow Bidders to observe the opening procedure.</p>
<b>ITB 25.2</b>	<p><b>Clause 25.2 is modified to now read as follows:</b></p> <p>First, electronic submissions marked “WITHDRAWAL” shall be opened and read out and the electronic submission with the corresponding Bid shall not be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.</p>
<b>ITB 25.3</b>	<p><b>Clause 25.3 is modified to now read as follows:</b></p> <p>Next, electronic submissions marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p>
<b>ITB 25.4</b>	<p><b>Clause 25.4 is modified to now read as follows:</b></p> <p>Next, electronic submissions marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.</p>
<b>ITB 25.5</b>	<p><b>Clause 25.5 is modified to now read as follows:</b></p> <p>Next, all other envelopes electronic submissions marked “TECHNICAL PART” shall be opened one at a time. All envelopes electronic submissions 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 Bids. On opening the envelopes electronic submissions marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.</p>
<b>ITB 25.6</b>	<p><b>Clause 25.6 is modified to now read as follows:</b></p> <p>Only Technical Parts of Bids that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part is to be initialed by all representatives of the Employer attending Bid opening.</p>
<b>ITB 25.8</b>	<p><b>Clause 25.8 (b) is modified to now read as follows:</b></p>

	(b) the receipt of electronic submission marked “FINANCIAL PART;”	
<b>G. Evaluation of Technical Part of Bids</b>		
<b>ITB 32.2</b>	The weighing to be given for Rated Criteria (including technical and non-price factors) is: 80%.	
The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are:		
	<b>Technical Factor</b>	<b>Weight in percentage</b>
	<b>1. Drilling Unit and Integrated Services</b>	<b>40</b>
	1.1 Adequacy of Drill Rig equipment with technical specifications	40
	1.2 Adequacy of Cementing equipment with technical specifications	7.5
	1.3 Adequacy of Aerated Drilling equipment with technical specifications	7.5
	1.4 Adequacy of Mud Logging Drilling equipment with technical specifications	7.5
	1.5 Adequacy of Well Logging and Testing equipment with technical specifications	7.5
	1.6 Adequacy of Well Head equipment with technical specifications	7.5
	1.7 Experience of Contractor in supply of integrated drilling services	7.5
	1.8 Experience of Contractor in geothermal drilling and well testing	7.5
	1.9 Site Organization, Qualification and experience of Contractor's Representative and Key Personnel	7.5
	<b>2. Tangible Items</b>	<b>25</b>
	2.1 Lead Time of Tangible/Consumable Items	40
	2.2 Proven track record of Drill Bits in hard and abrasive geothermal formations	20
	2.3 Proven track record of Wellhead in high enthalpy geothermal fields worldwide	40
	<b>3. Methodology</b>	<b>15</b>
	3.1 Quality of proposed Local Labour Method Statement	33.33

	3.2 Quality and responsiveness of proposed mobilization schedule	33.33
	3.3 Quality and responsiveness of proposed drilling schedule	33.33
	<b>4. Management strategies and implementation plans (MSIPs) for Environment/Social (ES) and Health/Safety (HS).</b>	<b>20</b>
	4.1 Air Quality Monitoring and Noxious Gas Management	25
	4.2 Emergency Blow Out Well Control Plan	25
	4.3 Hazardous Materials and Waste Management Plan	25
	4.4 Noise and Vibration Control and Mitigation Plan	25

## **H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

<b>ITB 33.1 (b) and (c)</b>	<p><b>Clause 33.1 (b) and (c) is modified to now read as follows:</b></p> <p>(b) their electronic submissions marked “FINANCIAL PART” will not be opened.</p> <p>(c) notify them of the date, time and location of the public opening of the electronic submissions marked “FINANCIAL PART.”</p>
<b>ITB 33.2</b>	<p><b>Clause 33.2 is modified to now read as follows:</b></p> <p>The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:</p> <p>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;</p> <p>(b) their electronic submission marked “FINANCIAL PART” will be opened at the public opening of the Financial Parts;</p> <p>(c) notify them of the date, time and location of the second public opening of the electronic submission marked “FINANCIAL PART” as specified <b>in the BDS</b>; and</p> <p>(d) notify them of the date and time for submission of the password to access the protected electronically submitted Financial Part.</p>
<b>ITB 33.4</b>	<b>In Clauses 33.4 4 “envelops” shall be replaced with electronic submissions” and “SECOND ENVELOPE: FINANCIAL PART” shall be replaced with “FINANCIAL PART”.</b>

<b>ITB 33.5</b>	The Letter of Bid – Financial Part and Schedules shall be initialed by _____ at least 3 _____ representatives of the Employer conducting Bid opening. <b><i>Each Financial Part of Bid shall be initialed by all representatives and any modification to the unit or total price shall be initialed by the Representative of the Employer.</i></b>
<b>ITB 33.6 and 33.8</b>	<b>In Clauses 33.6 and 33.8</b> “envelops” shall be replaced with electronic submissions” and “SECOND ENVELOPE: FINANCIAL PART” shall be replaced with “FINANCIAL PART”.
<b>I. Evaluation of Financial Part of Bids</b>	
<b>ITB 36.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is:</p> <p>East Caribbean Dollar (XCD)</p> <p>The source of exchange rate shall be:</p> <p><u>Bank of Saint Lucia</u></p> <p>The date for the exchange rate shall be:</p> <p>March , 2026.</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative B that follows:</p> <p><b><i>Alternative B: Bidders quote in local and foreign currencies</i></b></p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 35, 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>
<b>ITB 36.2</b>	A margin of domestic preference shall not apply.
<b>ITB 37.1(f)</b>	Not Applicable
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>ITB 40.1</b>	The weight to be given for cost is: 20%
<b>K. Award of Contract</b>	
<b>ITB 50.1</b>	The procedures for making a Procurement-related Complaint are detailed in the <a href="#">“Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make

	<p>a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Kensley Promesse <b>Title/position:</b> Procurement Officer <b>Employer:</b> Department of Infrastructure, Ports and Transport <b>Email address:</b> <i>Government of Saint Lucia E-Procurement Portal:</i> <a href="https://in-tendhost.co.uk/goslprocurement/"><u>https://in-tendhost.co.uk/goslprocurement/</u></a></p> <p>A copy of the complaint can be sent for the Bank's information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org"><u>pprocurementcomplaints@worldbank.org</u></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 the Bidding Documents;</li><li>2. the Employer's decision to exclude a Bidder 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 (*Without Prequalification*)**

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For drilling turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

## **Evaluation of Bids**

### **1. Qualification**

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

The Bidder's qualification shall be assessed in accordance with the Qualification table included in this section.

#### **1.2 Subcontractors**

Only the Specialized Subcontractors as approved by the Employer will be considered. The bidder shall provide in Section IV-Bidding Forms the relevant details of all proposed subcontractors.

#### **1.3 Financial Resources**

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder 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 the overall cash flow requirements for this Contract and its current Works commitment.

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

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

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

#### **1.5 Equipment**

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

<b>No.</b>	<b>Equipment Type and Characteristics</b>	<b>Minimum Number required</b>
1	Drilling Unit	As per Technical Specifications

2	Cementing Services	As per Technical Specifications
3	Well Testing Equipment	As per Technical Specifications
4	Aerated Drilling Service	As per Technical Specifications
5	Mudlogging Service	As per Technical Specifications
6	Well Logging and Testing Services	As per Technical Specifications
7	Specialized Welding and Inspection Services	As per Technical Specifications
8	Casings and Casing Accessories	As per Technical Specifications
9	Drill Bits	As per Technical Specifications
10	Wellhead	As per Technical Specifications

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

## 2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 32.1:

.....

The technical requirements stated in following sections listed below must be satisfied by the technical proposal prior to being considered for technical evaluation by applying the scored technical factors/subfactors in accordance with BDS ITB 32.2

- Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its Technical Proposal regarding work methods, scheduling, and material sourcing, in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).
- 3.1 Financial Capability
- 3.2 Average Annual Construction Turnover
- 4.1 (a) General Construction Experience
- 4.2 (a) & (b) Specific Construction & Contract Management Experience
- 4.2 (c) Specific Experience in Managing ES Aspects.

The Rated Criteria including technical and non-price factors, and sub factors if any, to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 32.2.

### Technical Proposal Scoring Methodology

Technical Factor	Score and Scoring Rubric				
	4	3	2	1	0
1. Drilling Unit and Integrated Services					
1.1 Adequacy of Drill Rig equipment with technical specifications	Rig equipment fully meets and exceeds all technical specifications	Rig equipment meets all technical specifications	Rig equipment does not meet all technical specifications, due to minor deficiencies	Rig equipment does not meet all technical specifications, due to major deficiencies	Equipment does not meet majority technical specifications
1.2 Adequacy of Cementing equipment with technical specifications	Equipment fully meets and or exceeds all technical specifications	Equipment meets all technical specifications	Equipment does not meet all technical specifications, due to minor deficiencies	Equipment does not meet all technical specifications, due to major deficiencies	Equipment does not meet majority of technical specifications
1.3 Adequacy of Aerated Drilling equipment with technical specifications	Equipment fully meets and or exceeds all technical specifications	Equipment meets all technical specifications	Equipment does not meet all technical specifications, due to minor deficiencies	Equipment does not meet all technical specifications, due to major deficiencies	Equipment does not meet majority of technical specifications
1.4 Adequacy of Mud Logging Drilling equipment with technical specifications	Equipment fully meets and or exceeds all technical	Equipment meets all technical specifications	Equipment does not meet all technical specifications, due to	Equipment does not meet all technical specifications, due to	Equipment does not meet majority of technical

	specifications		minor deficiencies	major deficiencies	specifications
1.5 Adequacy of Well Logging and Testing equipment with technical specifications	Equipment fully meets and or exceeds all technical specifications	Equipment meets all technical specifications	Equipment does not meet all technical specifications, due to minor deficiencies	Equipment does not meet all technical specifications, due to major deficiencies	Equipment does not meet majority of technical specifications
1.6 Adequacy of Well Head equipment with technical specifications	Well Head equipment fully meets all and or exceeds technical specifications	Well Head equipment meets all technical specifications	Well Head equipment does not meet all technical specifications, due to minor deficiencies	Well Head equipment does not meet all technical specifications, due to major deficiencies	Equipment does not meet technical specifications
1.7 Experience of Contractor in supply of integrated drilling services	Provided integrated drilling services in at least 10 large-scale projects	Provided integrated drilling services in 7-9 projects	Provided integrated drilling services in 5-6 projects	Provided integrated drilling services in 3-4 projects	Less than 3 projects with integrated drilling services experience
1.8 Experience of Contractor in geothermal drilling and well testing	More than 25 geothermal wells drilled and tested	Between 20-25 geothermal wells drilled and tested	Between 15-19 geothermal wells drilled and tested	Between 10-14 geothermal wells drilled and tested	Less than 10 geothermal wells drilled and tested
1.9 Organization, Qualification and experience of Contractor's Representative and Key Personnel	Site	Highly organized site with all key personnel meeting and or exceeding the minimum years of similar drilling experience	Well-organized site with 75% to 99% of key personnel meeting and or exceeding the minimum years of similar drilling experience	Moderately organized site with 60% to 74% of key personnel meeting and or exceeding the minimum years of similar drilling experience	Moderately organized site with 40% to 59% of key personnel meeting and or exceeding the minimum years of similar drilling experience

		drilling experience			drilling experience
<b>2. Contractor's Tangible Items</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
2.1 Lead Time of Tangible/Consumable Items	≤ 3 months	> 3 < 6 months	≥ 6 < 8 months	≥ 8 < 10 months	≥ 10 months
2.2 Proven track record of Drill Bits use in hard and abrasive geothermal formations	At least 100 drill bits used in at least 10 different high-enthalpy geothermal fields worldwide	At least 70 drill bits used in at least 7 different high-enthalpy geothermal fields worldwide	At least 50 drill bits used in at least 5 different high-enthalpy geothermal fields worldwide	At least 30 drill bits used in at least 3 different high-enthalpy geothermal fields worldwide	Less than 30 drill bits used worldwide
2.3 Proven track record of Installed Wellhead in high enthalpy geothermal fields worldwide	At least 50 wellheads installed in at least 10 different high-enthalpy geothermal fields worldwide	At least 30 wellheads installed in at least 7 different high-enthalpy geothermal fields worldwide	At least 20 wellheads installed in at least 5 different high-enthalpy geothermal fields worldwide	At least 10 wellheads installed in at least 3 different high-enthalpy geothermal fields worldwide	Less than 10 wellheads installed worldwide
<b>3. Methodology</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
3.1 Quality of proposed Local Labour Method Statement	Sufficient information that significantly exceeds the requirement and contributes to significant value addition	Sufficient information to demonstrate that the requirement will be marginally exceeded	Sufficient information to demonstrate how the requirement will be met	Required features present with deficiencies such as insufficient or information that lacks clarity	Required feature is absent; no relevant information to demonstrate how the requirement is met
3.2 Quality and responsiveness of proposed mobilization schedule	Mobilization schedule ensuring minimal delays and	Mobilization schedule with minor risks of delays and	Mobilization schedule with some potential delays and	Mobilization schedule with high risk of delays and	Mobilization schedule with substantial delays

	ensuring compliance to specification within the period that is $\leq 3$ months from contract signing.	ensuring compliance to specification within the period that is $> 3 < 6$ months from contract signing.	ensuring compliance to specification within the period that is $\geq 6 < 8$ months from contract signing.	ensuring compliance to specifications within the period that is $\geq 8 < 10$ months from contract signing.	ensuring compliance to specification within the period that is $\geq 10$ months from contract signing.
3.3 Quality and responsiveness of proposed drilling schedule	Sufficient information that significantly exceeds the requirement and contributes to significant value addition	Sufficient information to demonstrate that the requirement will be marginally exceeded	Sufficient information to demonstrate how the requirement will be met	Required features present with deficiencies such as insufficient or information that lacks clarity	Required feature is absent; no relevant information to demonstrate how the requirement is met
<b>4. Management strategies and implementation plans (MSIPs) for Environment/Social (ES) and Health/Safety (HS)</b>	4	3	2	1	0
4.1 Air Quality Monitoring and Noxious Gas Management	Sufficient information that significantly exceeds the requirement and contributes to significant value addition	Sufficient information to demonstrate that the requirement will be marginally exceeded	Sufficient information to demonstrate how the requirement will be met	Required features present with deficiencies such as insufficient or information that lacks clarity	Required feature is absent; no relevant information to demonstrate how the requirement is met
4.2 Emergency Blow Out Well Control Plan	Sufficient information that significantly	Sufficient information to demonstrate	Sufficient information to demonstrate	Required features present with deficiencies	Required feature is absent; no relevant

	exceeds the requirement and contributes to significant value addition	that the requirement will be marginally exceeded	how the requirement will be met	such as insufficient or information that lacks clarity	information to demonstrate how the requirement is met
4.3 Hazardous Materials and Waste Management Plan	Sufficient information that significantly exceeds the requirement and contributes to significant value addition	Sufficient information to demonstrate that the requirement will be marginally exceeded	Sufficient information to demonstrate how the requirement will be met	Required features present with deficiencies such as insufficient or information that lacks clarity	Required feature is absent; no relevant information to demonstrate how the requirement is met
4.4 Noise and Vibration Control and Mitigation Plan	Sufficient information that significantly exceeds the requirement and contributes to significant value addition	Sufficient information to demonstrate that the requirement will be marginally exceeded	Sufficient information to demonstrate how the requirement will be met	Required features present with deficiencies such as insufficient or information that lacks clarity	Required feature is absent; no relevant information to demonstrate how the requirement is met

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 BDS**,
- $n$  = the number of Factors, and

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

### **Alternative Technical Solutions for specified parts of the Works**

If permitted under ITB 13.4, will be evaluated as follows:

Not applicable

## **3. Financial Evaluation**

### **Margin of Preference – Not Utilized**

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

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

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

### **Criteria for Financial Evaluation**

In addition to the criteria listed in ITB 37.1 (a) – (e) the following criteria shall apply:

#### **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 1.1.84. No credit will be given for earlier completion.

#### **Life Cycle Costs - *Not Utilized***

#### **Sustainable Procurement – *Not Utilized***

### **4. Combined Evaluation**

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

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

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

Where:

$C$  = Evaluated Bid Cost  
 $C_{low}$  = the lowest of all Evaluated Bid Costs among responsive Bids  
 $T$  = the total Technical Score awarded to the Bid  
 $T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids  
 $X$  = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

## A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State- owned Enterprise or Institution of the Borrower country</b>	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2015].	Must meet requirement	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer</b>	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2015					
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any drilling work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years. <sup>4</sup>	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

<sup>3</sup> The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD \$ 6 Million for the subject contract(s) net of the Bidder's other commitments  (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement  Must meet requirement	Must meet requirement  Must meet requirement	N/A  N/A	at least fifty percent 50% of this requirement  at least fifty percent 50% of this requirement	Form FIN – 3.3, Form FIN – 3.1 & 3.4,

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 7 (Seven) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments
3.2	<b>Average Annual Drilling Turnover</b>	Minimum average annual drilling turnover of US\$ 12 Million, calculated as total certified payments received for contracts in progress and/or completed within the last 10 years, applied over the best 7 years	Must meet requirement	Must meet requirement	Must meet at least twenty-five per cent (25%) of the requirement	Must meet 50 %, Fifty percent of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Drilling Experience</b>	Experience under geothermal drilling contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least 5 years, starting 1 <sup>st</sup> January 2015, with at least 2 years being within the last 5 years.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (a)	Specific Geothermal Drilling & Contract Management Experience	(i) A minimum number of 3 ( <i>Three</i> ) similar geothermal drilling contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or Subcontractor between 1st January 2015 and bid submission deadline: (i) 3 contracts, each of minimum value 5 million; Or (ii) Less than or equal to 3 contracts, each of minimum value 5 million, but with total value of	Must meet requirement	Must meet requirement <sup>7</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>6</sup> For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

<sup>7</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>all contracts equal or more than 15 Million .</p> <p>The similarity of the contracts shall be based on the following: drilling and testing of geothermal wells.</p>					
4.2 (b)		<p>For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member, or Subcontractor between 1st January 2015 and Application submission deadline, a minimum geothermal drilling experience in the following key activities successfully completed<sup>8</sup>:</p> <ul style="list-style-type: none"> <li>a. drilling a minimum of ten (10) geothermal wells to depths of 1500-2000 meters or more</li> <li>b. Aerated Drilling Experience of at least 10 Wells</li> <li>c. Well Logging and Testing Experience of at least 10</li> </ul>	<p>Must meet requirements</p> <p>a. Drilling a minimum of ten (10) geothermal wells to depths of 1500-2000 meters or more</p> <p>The following Experiences may be met through a specialized subcontractor</p> <p>b. Aerated Drilling</p>	<p>Must meet requirements</p> <p>a. Aerated Drilling Experience of at least 10 Wells</p> <p>b. Well Logging and Testing Experience of at least 10</p>	N/A	<p>Must meet the following requirements for key activities listed below</p> <p>drilling a minimum of nine (9) geothermal wells to depths of 1500-2000 meters or more</p>	Form EXP – 4.2 (b)

<sup>8</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Wells	Experience of at least 10 Wells  c. Well Logging and Testing Experience of at least 10 Wells	Wells may be met through a specialized subcontractor.			
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2015 and Application submission deadline, experience in managing the following ES risks and impacts. <ul style="list-style-type: none"> <li>a. Worker health and Safety</li> <li>b. Pollution events and damage to environment outside of drill site boundaries</li> <li>c. Monitoring vibration, noise and air emissions, and completing works within emission standards</li> </ul>	Must meet requirements	Must meet requirement	Must meet the following requirements: a; and c	Must meet the following requirements: b; d; e; f; g and h	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		d. Waste management e. Engagement with local communities and timely response to complaints f. Air Quality Monitoring and Noxious Gas Management g. Noise Abatement h. Traffic Management					

# Section IV - Bidding Forms

## Table of Forms

<b>Letter of Bid- Technical Part.....</b>	<b>72</b>
<b>Appendix to Technical Part of Bid.....</b>	<b>75</b>
<b>Technical Proposal.....</b>	<b>76</b>
Site Organization .....	77
Method Statement .....	78
Sustainable Procurement Proposal.....	79
Mobilization Schedule .....	79
Construction Schedule .....	80
ES Management Strategies and Implementation Plans (ES-MSIP) .....	81
Code of Conduct for Contractor's Personnel (ES) Form.....	83
Form EQU: Contractor's Equipment.....	87
Subcontractors.....	88
Form PER -1: Contractor's Representative and Key Personnel Schedule .....	90
Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel.....	94
<b>Bidder's Qualification following Prequalification .....</b>	<b>Error! Bookmark not defined.</b>
Form ELI -1.1: Bidder Information Form.....	<b>Error! Bookmark not defined.</b>
Form ELI -1.2: Bidder's JV Information Form.....	<b>Error! Bookmark not defined.</b>
Form CON – 2: Historical Contract Non-Performance, Pending Litigation, and Litigation History.....	<b>Error! Bookmark not defined.</b>
Form CON – 3: Environmental and Social Performance Declaration	<b>Error! Bookmark not defined.</b>
Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration .....	<b>Error! Bookmark not defined.</b>
Form FIN – 3.1: Financial Situation and Performance	<b>Error! Bookmark not defined.</b>
Form FIN - 3.2: Average Annual Construction Turnover	<b>Error! Bookmark not defined.</b>
Form FIN – 3.4: Current Contract Commitments / Works in Progress	<b>Error! Bookmark not defined.</b>

<b>Bidder's Qualification without prequalification .....</b>	<b>97</b>
Form ELI -1.1: Bidder Information Form.....	98
Form ELI -1.2: Bidder's JV Information Form (to be completed for each member of Bidder's JV) .....	99
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History.....	100
Form CON – 3: Environmental and Social Performance Declaration.....	102
Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration .....	104
Form FIN – 3.1: Financial Situation and Performance.....	106
Form FIN – 3.2: Average Annual Construction Turnover .....	108
Form FIN – 3.3: Financial Resources .....	109
Form FIN – 3.4: Current Contract Commitments / Works in Progress .....	110
Form EXP - 4.1: General Construction Experience.....	111
Form EXP - 4.2(a): Specific Construction and Contract Management Experience ..	112
Form EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.).....	113
Form EXP - 4.2(b): Construction Experience in Key Activities .....	114
Form EXP - 4.2(c): Specific Experience in Managing ES aspects.....	116
<b>Form of Bid Security - Demand Guarantee .....</b>	<b>117</b>
<b>Form of Bid-Securing Declaration .....</b>	<b>118</b>
<b>Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH)     Declaration.....</b>	<b>119</b>
<b>Letter of Bid - Financial Part.....</b>	<b>120</b>
<b>Appendix to Financial Part .....</b>	<b>122</b>
Schedule of Cost Indexation .....	123
Table of Adjustment Data.....	124
Table A. Local Currency.....	124
Table B. Foreign Currency (FC).....	124
Table C. Summary of Payment Currencies.....	125
Table: Alternative B .....	126
Bill of Quantities.....	127
Sample Bill of Quantities.....	128
Bill No. 1: General Items .....	Error! Bookmark not defined.
Bill No. 2: Earthworks .....	Error! Bookmark not defined.

Bill No. 3: Culverts and Bridges.....**Error! Bookmark not defined.**  
Daywork Schedule .....**Error! Bookmark not defined.**  
Schedule of Daywork Rates: 1. Labour .....**Error! Bookmark not defined.**  
Schedule of Daywork Rates: 2. Materials.....**Error! Bookmark not defined.**  
Schedule of Daywork Rates: 3. Contractor's Equipment**Error! Bookmark not defined.**  
Daywork Summary .....**Error! Bookmark not defined.**  
Summary of Specified Provisional Sums in the Bill of Quantities**Error! Bookmark not defined.**  
Grand Summary .....**Error! Bookmark not defined.**

## Letter of Bid- Technical Part

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

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

*Note: All italicized text is to help Bidders in preparing this form.*

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

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

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

To: [insert complete name of Employer]

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **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.]

(e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* \_\_\_\_\_;

(f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment:** 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;

(j) **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 ITB 4.6]*;

(k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **Fraud and Corruption:** 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;

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

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

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

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

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

**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 Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## **Appendix to Technical Part of Bid**

## Technical Proposal

- **Site Organization**
- **Method Statement**
- **Sustainable Procurement Proposal**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **Equipment**
- **Key Personnel Schedule**
- **Local Labour Method Statement**
- **Others**

## Site Organization

*[insert Site Organization information]*

*Bidders shall submit a Site Organization Plan that includes as a minimum:*

*Proposed layout of each drilling site, including rig positioning, camp facilities, fuel storage, waste zones, safety perimeters.*

*WH&BOP Stack/Rotary Clear Height drawings and cellar alignment*

*Site access and logistics (including transport routes, rig move strategy, laydown areas).*

*Security arrangements and 24/7 access control.*

*Interfaces with local infrastructure, utilities, and emergency services.*

*Organization chart for site management including roles and responsibilities of key staff.]*

## Method Statement

*[insert Method Statement]*

**[Note to the Bidder:** Bidders shall provide a project-specific Method Statement that includes as a minimum:

*Understanding of geothermal drilling operations in volcanic or high-temperature terrain. Detailed step-by-step drilling approach (spud, casing, cementing, logging, testing).*

*Equipment and material usage.*

*The environmental and safety controls that will be used during drilling to meet the ES Requirements, paying particular attention to dust suppression, noise and handling of wastes.*

*In addition to providing method statement for drilling activities (and design, if any), if the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan. Further, the Bidder shall provide its method statement for engaging local labour, in accordance with the Local Labour Method Statement included in this Section IV, Bidding Forms.]*

## **Sustainable Procurement Proposal – Not Utilized**

### **Mobilization Schedule**

*[insert Mobilization Schedule: Bidders shall provide a Mobilization Schedule that includes as a minimum:*

*Timeline for delivery and rig-up of equipment and materials.*

*Sequence and timeline for personnel mobilization.*

*Customs clearance and logistics planning for international shipments (including drilling rig, services, camp units, support equipment).*

*Key dates for site readiness, spud-in, and commencement of drilling.*

*Identification of critical path items (e.g., rig availability, long-lead items).]*

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

## Drilling Schedule

*[insert Drilling Schedule]*

*The drilling schedule shall include the following key features and milestones:*

- *No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions – Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*
- *SEA and SH orientation conference*
- *Gantt chart showing timelines for each well: spud, drilling, well completion testing, release, rig move, well logging and flow testing.*
- *The Commencement Date, Spud Date and Intended Completion Date of the Works and of each well.*
- *The order in which the Contractor intends to carry out the Works.*
- *Allocation of time for key operations (bit runs, cementing, logging, flow test).*
- *Rig move between wells*
- *Identification of all relevant activities including, but not limited to, mobilization, design (if any), manufacture (if any), procurement, on-Site works (construction, erection, installation, drilling), testing, commissioning, etc. The on-Site works shall be shown in sufficient detail to clearly identify the key operations/activities of the various components/aspects of the Works. It should be consistent with the requirements in Specifications (d. Drilling Program Summary) of the Works' Requirements.*
- *Logical Links for all activities*
- *Identification of all critical path*

## ES Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

The Bidder shall submit the following MSIPs:

**Air Quality Monitoring and Noxious Gas Management:** *The MSIP shall set out the approach that the drilling contractor shall adopt for managing risks from any harmful geothermal gas emissions that may occur during the drilling and/or testing. Key factors to be considered and described in the approach should include:*

- Air quality monitoring and testing regime to be implemented
  - Establishment of geothermal gas hazard zones
  - Well control procedures, methods and equipment
  - Installation of gas detection and monitoring devices
  - PPE to be provided and used (such as respiratory equipment), and training to be provided
  - Safety procedures for potential exposure to geothermal gases and emergency response procedures
  - Communication and engagement activities with the community

*The drilling contractor shall prepare and implement an **Emergency Blowout Well Control Plan**, which shall, at a minimum, address the following:*

- Proper use of BOP equipment that meets American Petroleum Institute (API) standard 53:2012
- Specific procedures for preventing and controlling an incidental blowout
- Training requirements for all workers
- Well Control Certification requirements for staff
- Blowout documentation and cleanup procedures
- Communication and engagement activities with the community

*The drilling contractor shall prepare and implement a **Hazardous Materials and Waste Management Plan** describing their procedures for collection, handling, labeling, transporting, disposal and storing hazardous materials and wastes encountered during construction to avoid*

*harm to the environment or injury to personnel. The plan shall differentiate between solid and liquid waste and shall address, at a minimum, the following:*

- Use of non-toxic and biodegradable products
- Means of transportation and storage of hazardous materials
- Stormwater diversion away from hazardous material storage areas
- Regular inspections for leaks and spills
- Designated areas for equipment refueling and maintenance
- Spill response and personal protective equipment to be provided
- Worker training on hazardous material handling, storage and spill response
- Waste sources, types and amounts that may be generated
- *Minimization, reuse, and recycling*
- *Segregation of different solid waste streams*
- Location, labelling and monitoring of trash bins
- Litter control measures
- Disposal arrangements, including duty of care documentation and location
- Measures for liquid wastes, including human wastes
- Communication and engagement activities with the community

*The drilling contractor shall prepare a **Noise and Vibration Control and Mitigation Plan** that describes the contractor's approach to minimizing noise nuisance during the works. At a minimum, the approach shall consider the following:*

- The location of all stationary noise and vibration sources
- Measurement of the noise level at each stationary noise source.
- Measurement of the noise level at the nearest off-site receptor during operation of each stationary noise source
- Proposal and implementation of noise attenuation measures for any stationary source expected to exceed 58 dB at the nearest off-site receptor, ensuring noise levels are reduced to below 58 dB.
- Maintaining all noise attenuation measures throughout the duration of drilling or other noise-generating activities.
- Provision of PPE to the workforce, and training to be provided
- Installation of a continuous noise meter prior to drilling activities at the edge of the well pad nearest to residential areas and at a location approximately 100 meters from the well pad.
- Review of noise and vibration monitoring data at least weekly, or more frequently as needed, to verify that noise levels remain within the predicted thresholds specified in the Noise Control and Mitigation Plan and vibrations are within acceptable baseline background limits. Employer will provide vibration monitoring data.
- Communication and engagement activities with the community.

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

### 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

#### Note to the Bidder:

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

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

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 Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
- 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- 8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- 9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
- 11. report violations of this Code of Conduct; and
- 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## RAISING CONCERNS

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

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

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

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

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

#### **FOR CONTRACTOR'S PERSONNEL:**

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

## **Form EQU: Contractor's Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form in the format of IADC STANDARD FORMAT EQUIPMENT LIST LAND DRILLING UNITS (LAND RIGS) showing details shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

## Subcontractors

*[ Note to Bidder: As applicable, select either Option 1 if prequalification process has not been carried out or Option 2: if prequalification process has been carried out, and delete the option that is not applicable]*

### *Option 1- Without Prequalification*

#### *(a) Specialized Subcontractors*

*The following Specialized Subcontractors are proposed for parts of the Works permitted by the Employer in accordance with BDS ITB 17.7 [ state “Not Applicable,” if not permitted]*

No.	Part of the Works to be subcontracted	Specialized Subcontractor’s name and address	Nationality	Specific Experience

*The following [ add: “other,” if Specialized Subcontractors are included above. Bidders are free to propose more than one subcontractor for each part of the Works.] Subcontractors are proposed.*

No.	Part of the Works to be subcontracted	Subcontractor’s name and address	Nationality	Specific Experience

### *Option 2- After Prequalification*

#### *(a) Specialized Subcontractors*

*[Insert the following if Specialized Subcontractors were accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission; otherwise, state: N/A.]*

*“ The same specialized subcontractor/s accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission are proposed.”*

*(b) The following [ add: “other,” if Specialized Subcontractors are included above] Subcontractors are proposed. Bidders are free to propose more than one subcontractor for the same part of the Works.]*

<i>No.</i>	<i>Part of the Works to be subcontracted</i>	<i>Subcontractor's name and address</i>	<i>Nationality</i>	<i>Specific Experience</i>

## Form PER -1: Contractor's Representative and Key Personnel Schedule

Bidders 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.

### Contractor' Representative and Key Personnel

<b>Title of position:</b> Contractor's Representative <b>Name of candidate:</b>	
<b>1.</b>	<b>Duration of appointment:</b> <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b> <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
<b>2.</b>	<b>Expected time schedule for this position:</b> <i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
	<b>Title of position:</b> Rig Manager <b>Name of candidate:</b>
<b>3.</b>	<b>Duration of appointment:</b> <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b> <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
<b>3.</b>	<b>Expected time schedule for this position:</b> <i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
	<b>Title of position:</b> Tool Pusher <b>Name of candidate:</b>

	<b>Duration of appointment:</b> [insert the whole period (start and end dates) for which this position will be engaged]
	<b>Time commitment: for this position:</b> [insert the number of days/week/months/ that has been scheduled for this position]
	<b>Expected time schedule for this position:</b> [insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
4.	<b>Title of position:</b> Aerated Drilling Engineer
	<b>Name of candidate:</b>
	<b>Duration of appointment:</b> [insert the whole period (start and end dates) for which this position will be engaged]
	<b>Time commitment: for this position:</b> [insert the number of days/week/months/ that has been scheduled for this position]
	<b>Expected time schedule for this position:</b> [insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
5.	<b>Title of position:</b> Cementing Engineer
	<b>Name of candidate:</b>
	<b>Duration of appointment:</b> [insert the whole period (start and end dates) for which this position will be engaged]
	<b>Time commitment: for this position:</b> [insert the number of days/week/months/ that has been scheduled for this position]
	<b>Expected time schedule for this position:</b> [insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
6.	<b>Title of position:</b> Mud Engineer

<b>Name of candidate:</b>	
<b>Duration of appointment:</b>	[insert the whole period (start and end dates) for which this position will be engaged]
<b>Time commitment: for this position:</b>	[insert the number of days/week/months/ that has been scheduled for this position]
<b>Expected time schedule for this position:</b>	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
<b>Title of position:</b> Well logging and Well Testing Engineer <b>Name of candidate:</b>	
<b>Duration of appointment:</b>	[insert the whole period (start and end dates) for which this position will be engaged]
<b>Time commitment: for this position:</b>	[insert the number of days/week/months/ that has been scheduled for this position]
<b>Expected time schedule for this position:</b>	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]
<b>Title of position:</b> Geochemist <b>Name of candidate:</b>	
<b>Duration of appointment:</b>	[insert the whole period (start and end dates) for which this position will be engaged]
<b>Time commitment: for this position:</b>	[insert the number of days/week/months/ that has been scheduled for this position]
<b>Expected time schedule for this position:</b>	[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]

<b>Title of position:</b> Geologist		
<b>Name of candidate:</b>		
9.	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
<b>Title of position:</b> Health, Safety and Environment Supervisor/Community Liaison Officer		
<b>Name of candidate:</b>		
10.	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>

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

<b>Name of Bidder</b>		
<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>		
<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>Details</b>	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
	<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 *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, 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 Bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid
3. result in my dismissal from the contract.

**Name of Contractor's Representative or Key Personnel:** *[insert name]*

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

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

**Countersignature of authorized representative of the Bidder:**

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

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

## Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour<sup>1</sup> during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour requirement to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

The Bidder's approach and methodology for the engagement of local labour, will include but not be limited to the following aspects:

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)<sup>2</sup> over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category<sup>3</sup>:

$$\text{FTE Skill Category (X)} = \frac{\text{Total estimated labour hours over the duration of the contract in Skill Category (X)}}{\text{Number of available full-time labour hours estimated per year multiplied by the estimated duration of the contract (in years)}}$$

- The percentage of total FTE to be filled by local labour per skill category;
- The proposed hiring strategy (e.g., direct hiring, subcontracting);
- Any plans and programs for training, skills development, or upskilling of local labour.

**This Method Statement shall not include any financial information (e.g., wages in dollar terms).**

### Notes for Bidders:

<sup>1</sup>Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

<sup>2</sup> FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.

<sup>3</sup> In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

## **Bidder's Qualification without prequalification**

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI -1.1: Bidder Information Form**

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

RFB No. and title: \_\_\_\_\_

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><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 ITB 4.4</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing:</p> <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not under the supervision of the Employer</li></ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.</p>

**Form ELI -1.2: Bidder's JV Information Form**  
**(to be completed for each member of Bidder's JV)**

Date: \_\_\_\_\_  
RFB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. 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 ITB 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 ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder 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**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria				
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year] <input type="checkbox"/> 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)	
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria				
<input type="checkbox"/> No pending litigation <input type="checkbox"/> 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: _____	
		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			
<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: [indicate complete contract name, number, and any other identification] 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

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

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

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

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

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

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

<h3 style="text-align: center;">Environmental and Social Performance Declaration</h3> <p style="text-align: center;">in accordance with Section III, Qualification Criteria, and Requirements</p>			
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>		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for calling of performance security: [indicate main reason(s) e.g., for gender-based violence; sexual exploitation or sexual abuse breaches]	

## **Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration**

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

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

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

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

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

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

<p><b>SEA and/or SH Declaration</b></p> <p><b>in accordance with Section III, Qualification Criteria, and Requirements</b></p>
<p>We:</p> <p class="list-item-l1">□ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p class="list-item-l1">□ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p class="list-item-l1">□ (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 class="list-item-l1">□ (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 class="list-item-l1">□ (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><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></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>

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations **(as per (e) above)** *[attach details as appropriate]*.

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 36.1 for the exchange rate

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>4</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

---

<sup>4</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

### Form FIN – 3.2: Average Annual Drilling Turnover

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Drilling Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

**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 specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

### Form FIN – 3.4: Current Contract Commitments / Works in Progress

Bidders and each member 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.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

## Form EXP - 4.1: General Drilling Experience

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

**Form EXP - 4.2(a): Specific Drilling and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or Subcontractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

**Form EXP - 4.2(a) (cont.): Specific Drilling and Contract Management Experience (cont.)**

<b>Similar Contract No.</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

## Form EXP - 4.2(b): Drilling Experience in Key Activities

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Bidder's JV Member Name: \_\_\_\_\_  
 Subcontractor's Name<sup>5</sup> (as per ITB 17): \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_

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

All Subcontractors for key activities must complete the information in this form as per ITB 17 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

<sup>5</sup> If applicable

	<b>Information</b>
Address: Telephone/fax number E-mail:	

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3. ....

## Form EXP - 4.2(c): Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Bidder's JV Member Name: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

## Form of Bid Security - Demand Guarantee

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

**Request for Bids No:** \_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid 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 Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid 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, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the 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 Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

---

[signature(s)]

## Form of Bid-Securing Declaration

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

RFB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid 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, the Environmental and Social (ES) Performance Security, in accordance with the ITB 49.

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

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

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

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

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

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

## Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

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

RFB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

Contract Title: \_\_\_\_\_

To:

We, the undersigned, declare that:

We understand that Bids must be supported by a SEA and/or SH Declaration.

We accept that, if awarded the Contract, we, including our Subcontractors, are required to comply with the SEA/SH Prevention and Response Obligations under the Contract, and we further accept that the Bank may disqualify us from being awarded a Bank-financed contract for a period of two years, if it is determined by Dispute Avoidance/Adjudication Board (DAAB) decision that we:

- (a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or
- (b) were non-compliant with such obligations at the time of an alleged incident,

And, in the event of recourse to the Emergency Arbitration provisions under the International Chamber of Commerce Arbitration Rules, an order to reverse the DAAB Decision is not issued by the Emergency Arbitrator under the Rules.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

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

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

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

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Letter of Bid - Financial Part

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

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

*Note: All italicized text is to help Bidders in preparing this form.*

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

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

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

To: [insert complete name of Employer]

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until [insert day, month and year in accordance with ITB 18.1], and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

*[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid 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];*

- (c) **Discounts:** The discounts offered and the methodology for their application are:

- (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]*;

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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.")

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

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

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

**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 Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

## **Appendix to Financial Part**

**Schedule of Cost Indexation - Not Utilized**

**Table of Adjustment Data - Not Utilized****Table A. Local Currency - Not Utilized****Table B. Foreign Currency (FC) - Not Utilized**

**Table C. Summary of Payment Currencies**

Table: Alternative A – Not Utilized

**Table: Alternative B**

***To be used only with Alternative B Prices directly quoted in the currencies of payment. (ITB 15.1)***

Summary of currencies of the Bid 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	XCD \$28,372,500.00

## **Bill of Quantities**

## **Bill of Quantities**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities.

### **B. Work Items**

## **Bill of Quantities**

**An Excel copy of the full Bill of Quantity is provided as an attachment to this document.**

## Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *None*

Under ITB 4.8 (b) and 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 Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<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 the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

<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 –Works’ Requirements**



# Section VII - Works' Requirements

## Contents

Scope of Works .....	136
Specification .....	Error! Bookmark not defined.
Environmental and Social (ES) requirements .....	206
Contractor's Representative and Key Personnel .....	216
Drawings .....	218
Supplementary Information .....	219

## Scope of Works

The Exploration Drilling Program to be carried out consists drilling of 3 slim hole geothermal wells in the Soufriere region, located in the SW sector of Saint Lucia. All 3 wells will be vertical, total depth of wells in Belle Plaine and Fond St. Jacques is 1800 meters while total depth of Saltibus well is 1500 meters. There is a probability of deepening the wells to a maximum of 2000 meters Total Depth (TD).

The wells will be drilled in the order given below:

Well	Section Total Depth, meters			
	17-1/2"	12-1/4"	8-1/2"	6"
SALTIBUS	40	200	800	1500
BELLE PLAINE	40	300	1000	1800
FOND ST JACQUES	40	200	1000	1800

The Employer will supply a reference Drilling Program whose main contents are anticipated in the next section and a Well Testing Protocol to serve as a general guide throughout the entire logging and testing campaign. The contractor shall execute a comprehensive drilling and testing plan resulting in the safe and timely completion of 3 geothermal wells according to Project requirements, all to be included within a single contract.

The well profile consists of a 13"3/8 conductor pipe, a 9"5/8 anchor CSG, a 7" production CSG and a 4"1/2 perforated liner. The wellhead is rated API 3,000 psi, while the master valve is 8" ANSI class 900 expanding gate valve with geothermal trim.

The Contractor shall supply all the necessary associated services listed below, experienced personnel, tools, equipment and materials needed for the drilling and testing of 3 slimhole wells.

The Contractor shall execute the Work, including but not limited to, drilling, deepening, testing, completing, suspending and/or abandoning of the wells in accordance with Employer's well program, requirements, and the specifications and standards contained herein. The descriptions contained in this scope of Work are intended to be only a brief elucidation, sufficient for identification purposes only. They are not exhaustive and do not detail every provision required to perform the Work. They have been prepared on the basis that Contractor is experienced in the requirements of the type of Work to be provided.

Contractor shall undertake but not limited to:

- 1) Provision of Drilling Unit, Drilling Services and tangible items for carrying out all drilling and well completion operations
- 2) Provision of all professional expertise, equipment, labour, materials and services necessary to carry out the operations required to successfully complete and test the wells
- 3) All actions required to effect mobilization on the Commencement Date and demobilization following Contract completion
- 4) Carrying out and co-ordinating all moving of Contractor's equipment, consumables and tangible items to, from and between MS-1 Storage Area which will be furnished by Employer for Contractor's use and the wellpads using Contractor's transport equipment

- 5) Provision of management, administrative and operational support facilities which shall include but not be limited to warehouse, office, workshop, laboratory, rigsite mini-camp and all other necessary support facilities
- 6) Provision of accommodation for their personnel in a hotel or similar accommodation that complies with occupational safety regulations, as no space will be provided for the Contractor to set up a basecamp.
- 7) Provision of transportation of Contractor's Personnel from and to wellpads in accordance with the requirements of local journey management procedures
- 8) Management, co-ordination and operational support of their Subcontractors (if there is), including but not limited to all operations and activities necessary to co-ordinate, organise, control, monitor and support the Work provided by Subcontractors and the provision of Contractor's support and administration facilities and services that Subcontractors require to perform their respective Work
- 9) To provide a detailed Drilling program for each well to be drilled, based on the reference Drilling Program supplied by the Employer. The detailed drilling program shall contain, but not be limited to, the detailed mud program, bit selection program, hydraulic program, air drilling program, well logging during drilling, well completion test and warm-up logging program, etc.
- 10) To provide a detailed Well logging and testing program for each well to be flow tested, including monitoring of production operations, logging under flowing conditions, pressure transient recording, geochemical monitoring, etc.
- 11) To clean up the locations after drilling completion, testing, suspending or abandoning as the case may be, is finally concluded at each location, and execute all work in connection therewith. Site reclamation and restoration are the responsibility of the Employer.
- 12) To perform the operation, maintenance, inspection, calibration and repair of all equipment provided.
- 13) To maintain sufficient spare parts for all equipment to minimize planned or unplanned interruption to the drilling program.
- 14) The drilling of wells to a depth to be specified by Employer. The Contractor shall perform all logging, running and cementing of casings, well testing, and any other operations required to complete the wells as specified
- 15) The completion of wells which may include nippling of spools, milling and retrieving of down hole equipment, fishing, cementing and squeezing, production logging, and well killing operations.
- 16) The measurement and recording of all lengths and dimensions of tools, materials and components in the hole at all times. Permanent well items (materials and equipment) shall be marked and identified at the time of measurement (e.g. casing).
- 17) To immediately take precautionary action in accordance with Contractor's Well Control Procedure to immediately shut-in the well in accordance with Contractor's Shut-in Procedure in the event that an unexpectedly high pressure formation is encountered. In such event, the Contractor shall immediately notify Engineer.
- 18) To install, test and operate, unless instructed otherwise in writing, blow out prevention equipment in accordance with relevant documents stated in specifications and standards of the Contract.

For the avoidance of doubt with respect to GCC4.1, the Plant, Goods, personnel etc that the Contractor shall provide will include a drilling unit equipped with all auxiliary equipment and a qualified Drilling Rig crew. Additionally, the Contractor shall supply including but not limited to the Drill string, Bottom Hole Assembly (BHA), fishing equipment, Mud Cooler and Blowout Preventers (BOPs) as set out in the Specifications.

Supporting services of Mud Logging, Cementing Services and materials, Mud Engineering Services and materials, Aerated Drilling Service, Well Logging and Testing Services, Specialized

Welding and Inspection Service shall also be provided by the Contractor. The Contractor is responsible for supplying Drill Bits, Casings and Casing Accessories, Well Testing Equipment, and Wellhead items to facilitate drilling and completion operations.

Additional responsibilities of Contractor will include ensuring the availability of Fuel, which will be reimbursed by the Employer, as well as providing material storage management, security, and other necessary operational support.

The Employer shall be responsible, in accordance with GCC 2.3 Employer's Personnel and Other Contractors, GCC 2.6 Employer-Supplied Materials and Employer's Equipment, GCC 3.1 The Engineer, GCC 3.2 Engineer's Duties and Authority, and GCC 4.1 Contractor's General Obligations, for the provision of Drilling Supervision and Supervising Well Site Geologist to oversee drilling activities. Additionally, the Employer shall supply Well Testing Supervision, Civil Works, and Drilling Water Supply Facilities, including pumps, pipes, and accessories required to transfer water to drilling location. .

# Specification

## a. Project Background

The Saint Lucia Island has been the object of investigations aimed at assessing its geothermal potential since the early '50s. These investigations were mostly focused on a volcanic collapse feature denominated Qualibou Depression, located in the south-western part of the island, where impressive thermal manifestations (Sulphur Springs) do occur.

The investigations included geological, geochemical and geophysical (gravimetric and geoelectrical) surveys, as well as drilling of shallow and deep wells. Two deep wells were drilled in 1987 and 1988, encountering in both cases temperatures in excess of 250 °C. Well SL-1, drilled to a depth of 2,208 m and located about 1 km to the south of Sulphur Springs, intersected impervious formations and resulted unproductive, while well SL-2, drilled to a depth of 1,408 m and located close to Sulphur Springs, produced strongly acidic dry steam.

Following a long period of quiescence, additional geoscientific investigations were conducted in 2016, including light-detection-and-ranging (LiDAR) and magnetotelluric surveys. These studies led to the identification of areas of potential interest away from Sulphur Springs, where sufficiently high temperature may be accompanied by adequate hydrogeological conditions in terms of permeability and by a benign chemical composition of the fluids.

In the light of these positive indications, in 2017 the Government of Saint Lucia (GOSL) commissioned the firms GeothermEx and POWER Eng. with the elaboration of a prefeasibility study, aimed at defining areas of interest for further exploration, describing the exploration drilling program and outlining a power generation assessment. The results of this study have been compiled in the Pre-feasibility Study of a Proposed Geothermal Project in Saint Lucia, dated December 27, 2017. The main findings of this study are summarized hereafter:

- It is confirmed the potential interest of three areas identified at conclusion of the 2016 studies, deserving additional investigations in the form of exploratory drilling.
- These areas fall inside the Qualibou Depression and extend to the east and SE of the Sulphur Spring zone, mostly outside of the sector classified as Pitons Management Area (PMA), where strong exploration and development restrictions are being enforced.
- Within these areas specific sites were singled out, taking into consideration logistic and social factors. It is proposed to drill in each area one small diameter, vertical well (slim hole) to a depth included between 1,200 and 2,000 m.
- The wells are to be terminated with borehole diameter suitable for the execution of tests, including injection tests and, if feasible, production tests.

In line with the recommendations provided by GeothermEx, the GOSL, with funding under the Renewable Energy Sector Development Project (RESDP), has decided to pursue the development of the Country geothermal resources to mitigate the risks related to the development of the first geothermal power plant in Saint Lucia, and in September 2022 has issued a Request for Proposals Consulting Services relevant to the procurement of "Exploration Management Consultant: for the Management of an Exploration Drilling Program".

The overall objective of the Project is to verify on the viability of developing the geothermal resources for power generation in the SW sector of the island, thus providing sufficient information for a fact-based intervention of the public or private sector in the development endeavor for electric power generation.

To achieve this objective, it is envisioned to carry out a program of exploratory drilling, to be performed through the procurement of: (1) a Civil/Infrastructure Contract; (2) an Integrated Drilling Services Contract. This program is being implemented in two distinct phases, namely:

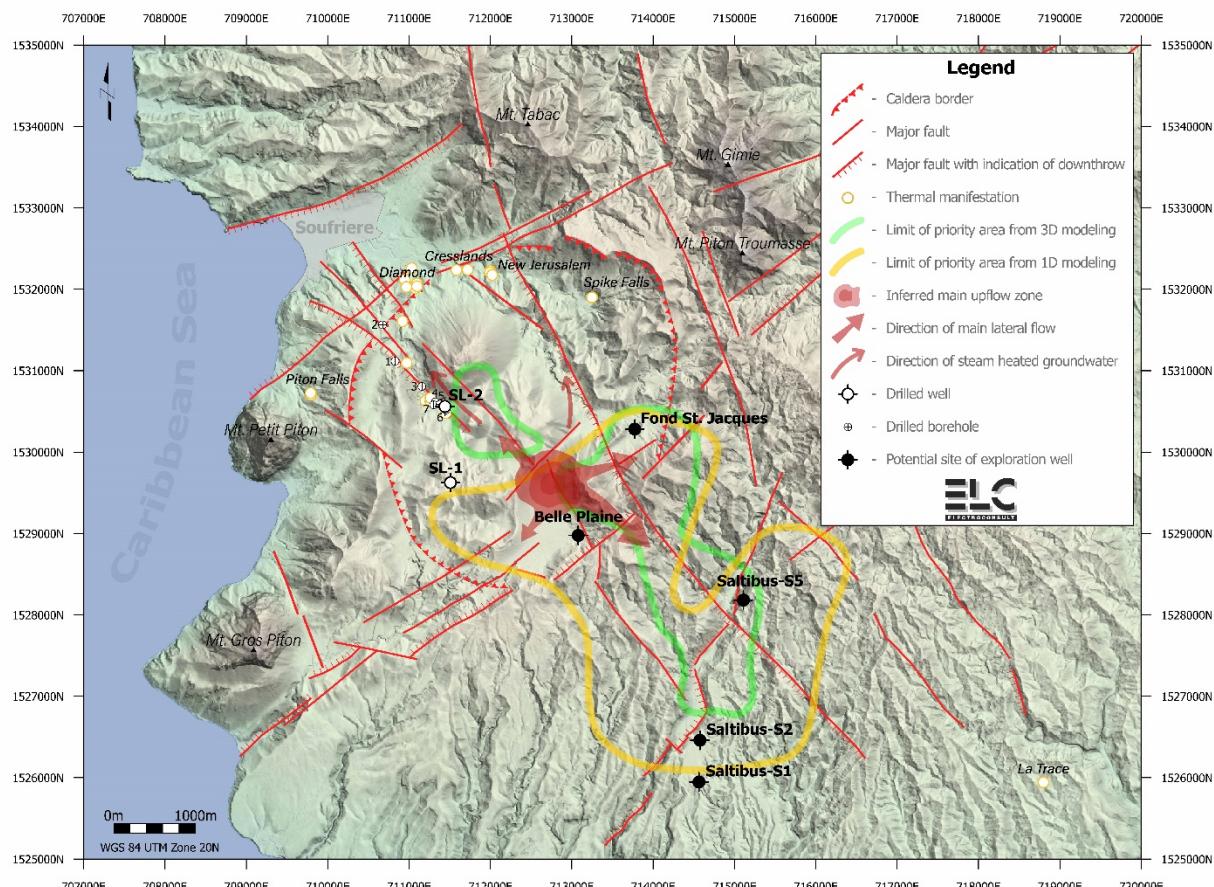
**Phase 1: Preparation Phase.** It includes all the activities required for a successful implementation of the Project, that is: (a) final selection of the drilling sites; (2) definition of the drilling program; (3) preparation of technical documentation relevant to the civil, drilling and testing activities; (4) issue of Bidding Documents and contracts finalization; (5) elaboration of environmental and social management documents.

**Phase 2: Implementation Phase.** It includes all the activities to be carried out in the field following the conclusion of the procurement, that is construction of all civil infrastructures (access roads, well pads, camp facilities, water supply, brine disposal system), as well as drilling and testing of three vertical wells. The findings of these activities are to be analyzed and interpreted to come up with the elaboration of the Final Resource Capacity Report and the Interim Feasibility Report.

ELC Electroconsult (ELC) has been contracted in the form of Exploration Management Consulting (EMC) firm, in order to carry out the Preparation Phase and to provide supervision, management and technical support services during the Implementation Phase of the Project.

The Exploration Drilling Program to be carried out foresees drilling of 3 wells with a depth in the order of 1,500-2,000 m. The outcome of this drilling campaign is expected to provide sufficient factual information for stimulating the interest of potential future investors due to proceed to the feasibility stage of the Project.

Figure 1.1 shows a synthesis map of the Soufriere prospect including the three final locations of planned slim-holes identified by ELC (Fond St. Jaques; Belle Plaine and Saltibus S-5) and the location of old drilled wells (SL-1 and SL-2).



**Figure 1 – Synthesis Map of the Soufriere prospect (after ELC, 2023).**

## b. Tentative Work Program

The drilling rig, integrated services and tangible items will be required to drill (3) three vertical slimholes exploratory geothermal wells according to the Reference Well Design and Reference Drilling Program provided by the Employer.

The expected work program for drilling will be:

- Saltibus S5 Well with 1.500 meters TD (possibility to deepen to 2.000 meters)
- Belle Plaine Well with 1.800 meters TD (possibility to deepen to 2.000 meters)
- Fond St. Jacques Well with 1.800 meters TD (possibility to deepen to 2.000 meters)

Expected maximum temperatures are 260°C in Belle Plaine, 250°C in Fond St. Jacques and 210-220°C in Saltibus.

The duration of drilling for each well is anticipated to be 40 calendar days which excludes the rig mobilization, move and demobilization. The well durations are provided as guideline only which are subject to change depending on the complexity of the work program to be implemented.

## c. Well Design Summary

The Reference Well Design has been prepared following the code of practice for drilling of geothermal wells published by the African Union (2016) and derived from the code of practice for deep geothermal

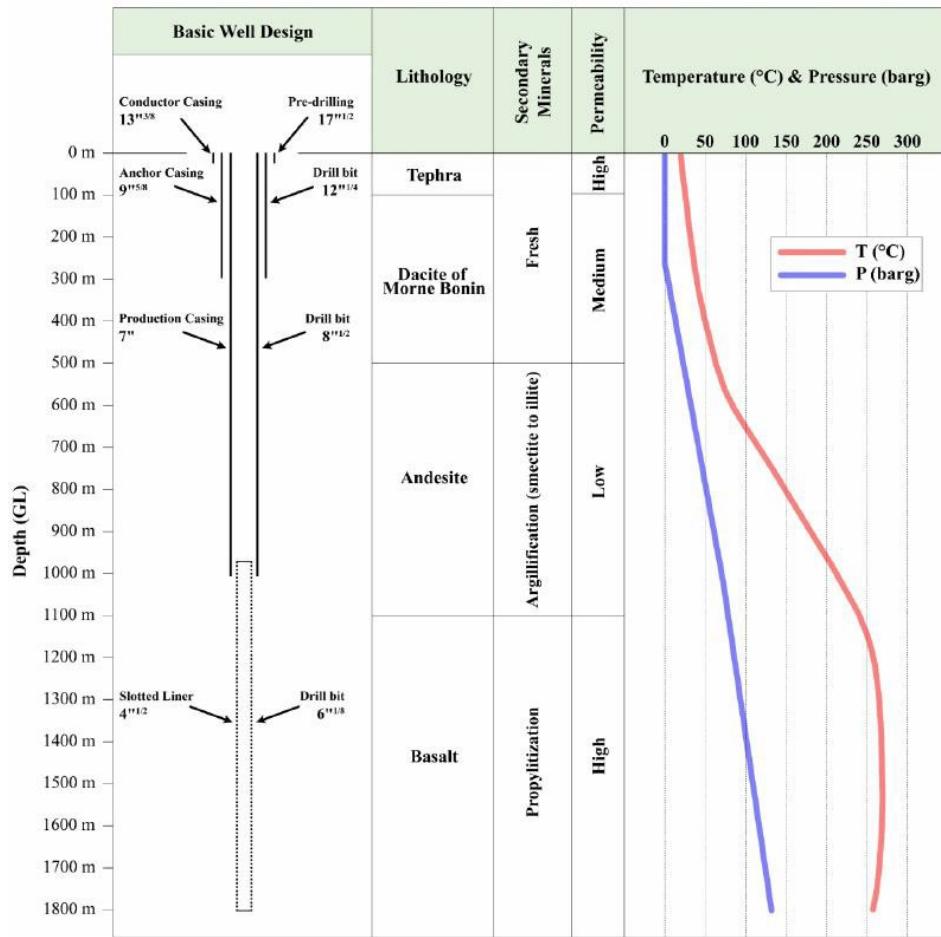
wells in use in New Zealand (New Zealand Standard, 2015). The Contractor will be provided the Reference Well Design report to produce the Final Well Design documents for the wells planned to be drilled.

The well to be drilled in Belle Plaine has a planned slim-hole completion with a 7" production CSG and a 6" open hole section with a 4-1/2" perforated liner. The basic well data and the inferred geological and thermodynamic characteristics of this well are shown in Table 1 and in Figure 2. A similar design and similar characteristics are foreseen for the other two wells, differing for the total depth of Saltibus well (1,500 m).

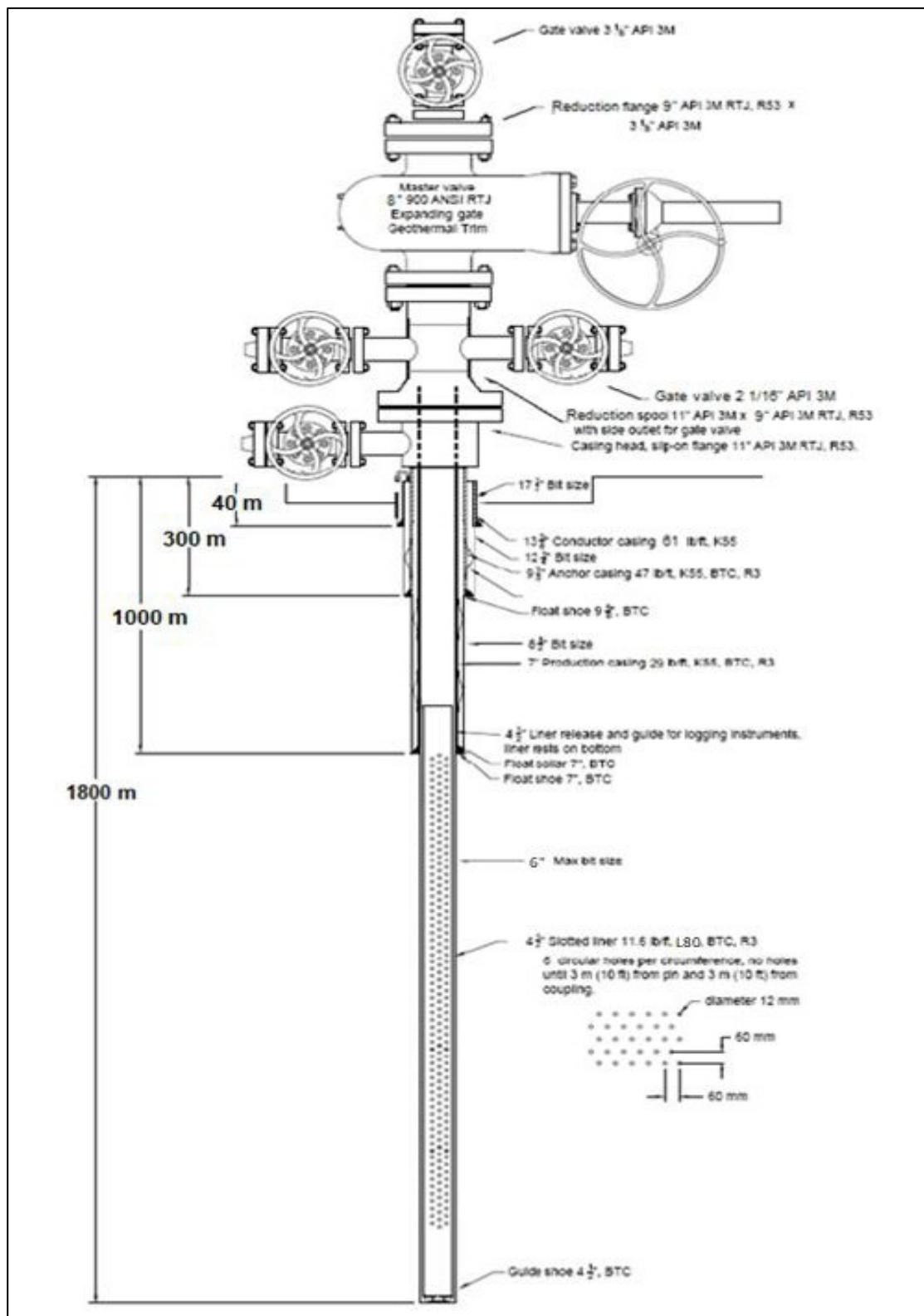
**Table 1 - Basic well data for the slim-hole to be drilled in Belle Plaine**

Section/ Bit size (ø in)	CSG/liner depth Interval VD (m GL)	CSG shoe elevation (m asl)	CSG/Liner	Size (ø in)	Thickness/ Weight (lb/ft)	Grade	Connection
17-1/2"	0 – 40	327	Conductor Pipe	13-3/8"	61	K55	BTC
12-1/4"	0 – 300	67	Anchor CSG	9-5/8"	47	K55	BTC
8-1/2"	0 – 1,000	-633	Production CSG	7"	29	K55	BTC
6"	960 – 1,800	-593 / -1,433	Perforated liner	4-1/2"	11.6	L80	BTC

The 9-5/8" API 3,000 psi Casing Head Flange (CHF) will be welded on the 9-5/8" anchor CSG, while the 7" production CSG will fit into the expansion spool located between the 9-5/8" CSG head and the 8" ANSI Class 900 master valve. The general well structure is represented in Figure 3.



**Figure 2 - Preliminary design and inferred formation characteristics (left) and P&T profiles of Belle Plaine well.**



**Figure 3 - General Well Structure and permanent wellhead (8" ANSI Class 900 master valve).**

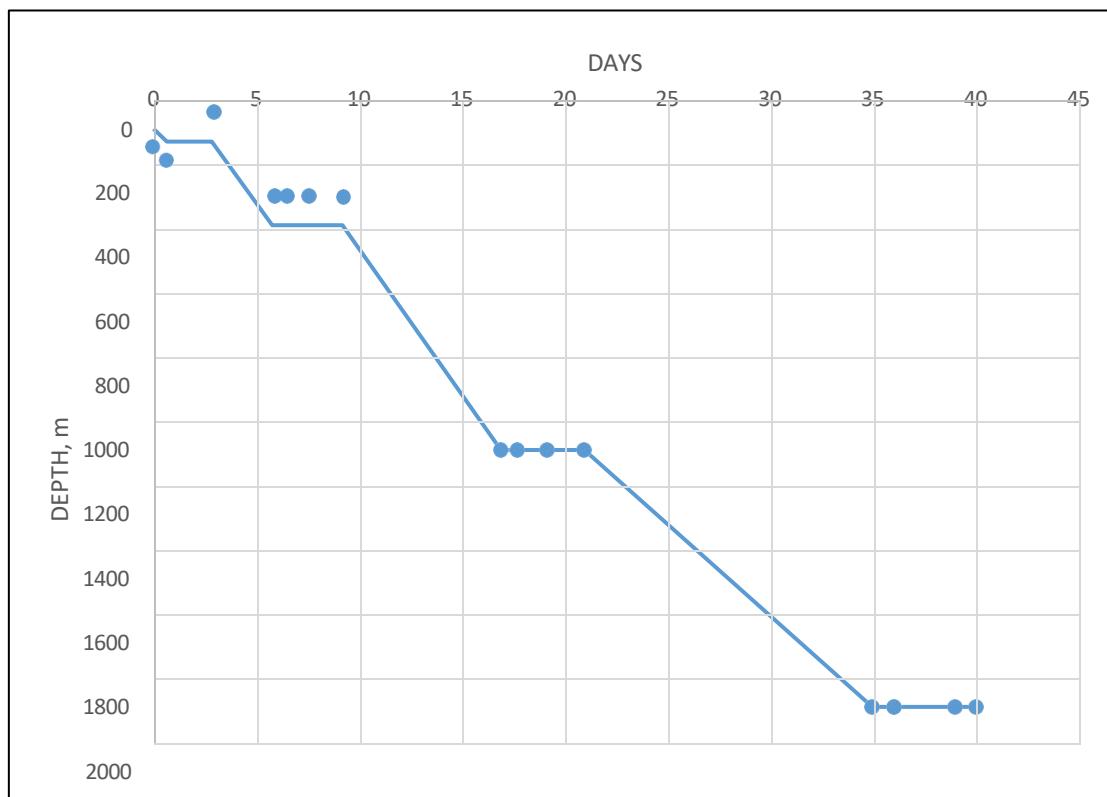
#### d. Drilling Program Summary

Generic drilling operations based on the Reference Drilling Program, which will be provided to the Contractor, are shown in Table 2 and Figure 4. The draft drilling program yields a drilling time of 40

days for Belle Plaine in a good case scenario, total 130 days of operating rate for the drilling rig is estimated for the drilling of 3 wells with some contingency over best scenarios.

**Table 2 - Generic drilling operations based on the Reference Drilling Program.**

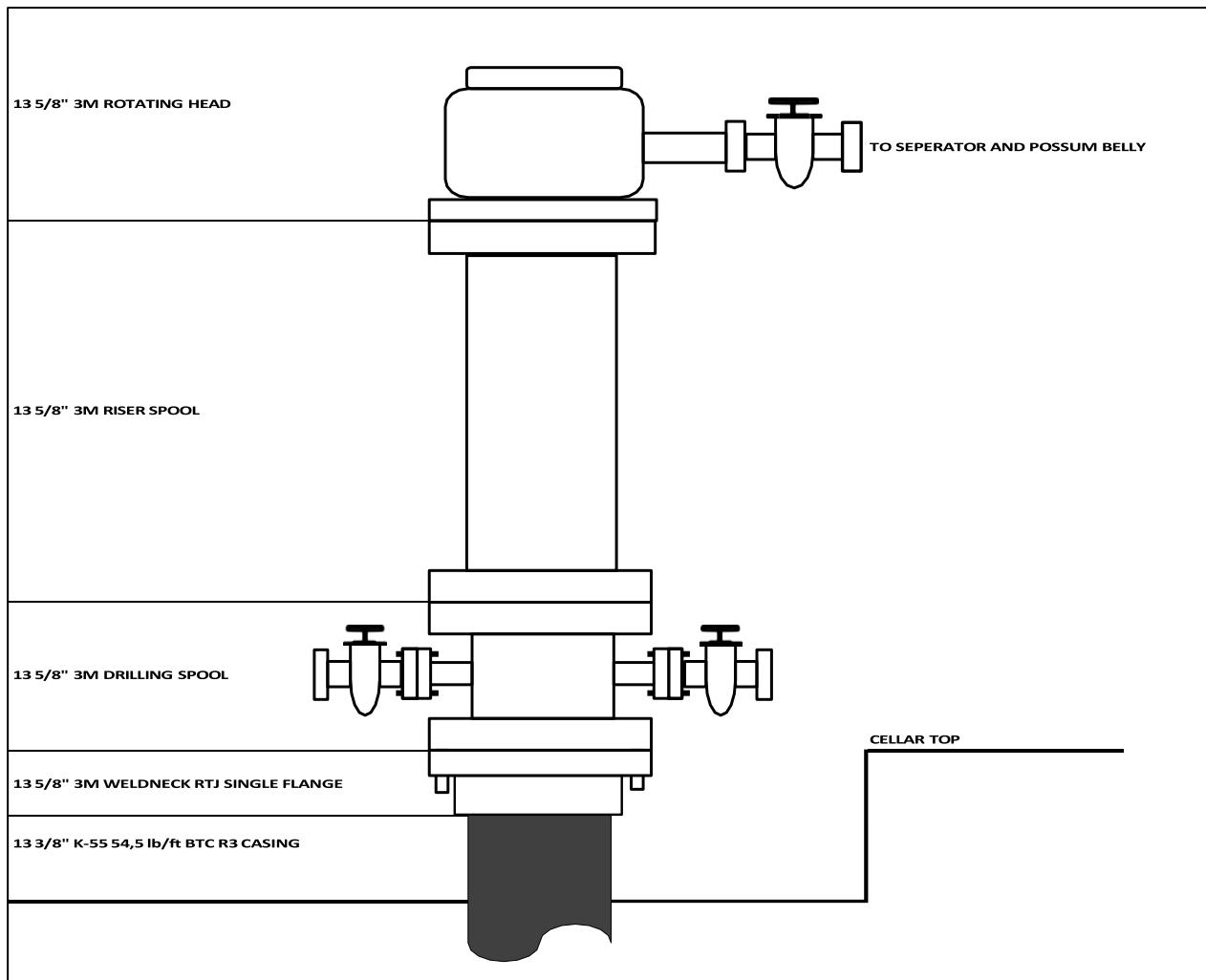
<b>OPERATION</b>	<b>DEPTH</b>	<b>VERTICAL WELL</b>	
		<b>TARGET TIME (days)</b>	<b>TOTAL TARGET TIME (days)</b>
MOBILIZATION	0	0	0
17 1/2" DRILLING	40	0,65	0,65
13 3/8" CONDUCTOR RUNNING & CEMENTING	40	2,19	2,83
12 1/4" DRILLING	300	2,94	5,77
9 5/8" CASING RUNNING	300	0,58	6,35
9 5/8" CASING CEMENTING	300	1,08	7,44
11" WELLHEAD & BOP	300	1,75	9,19
8 1/2" DRILLING	1000	7,71	16,90
7" CASING RUNNING	1000	0,77	17,67
7" CASING CEMENTING	1000	1,46	19,13
8" WELLHEAD & BOP	1000	1,83	20,96
6" DRILLING	1800	14,00	34,96
4 1/2" LINER RUNNING	1800	1,04	36,00
WELL COMPLETION TEST	1800	3,00	39,00
RIG RELEASE	1800	1,00	40,00



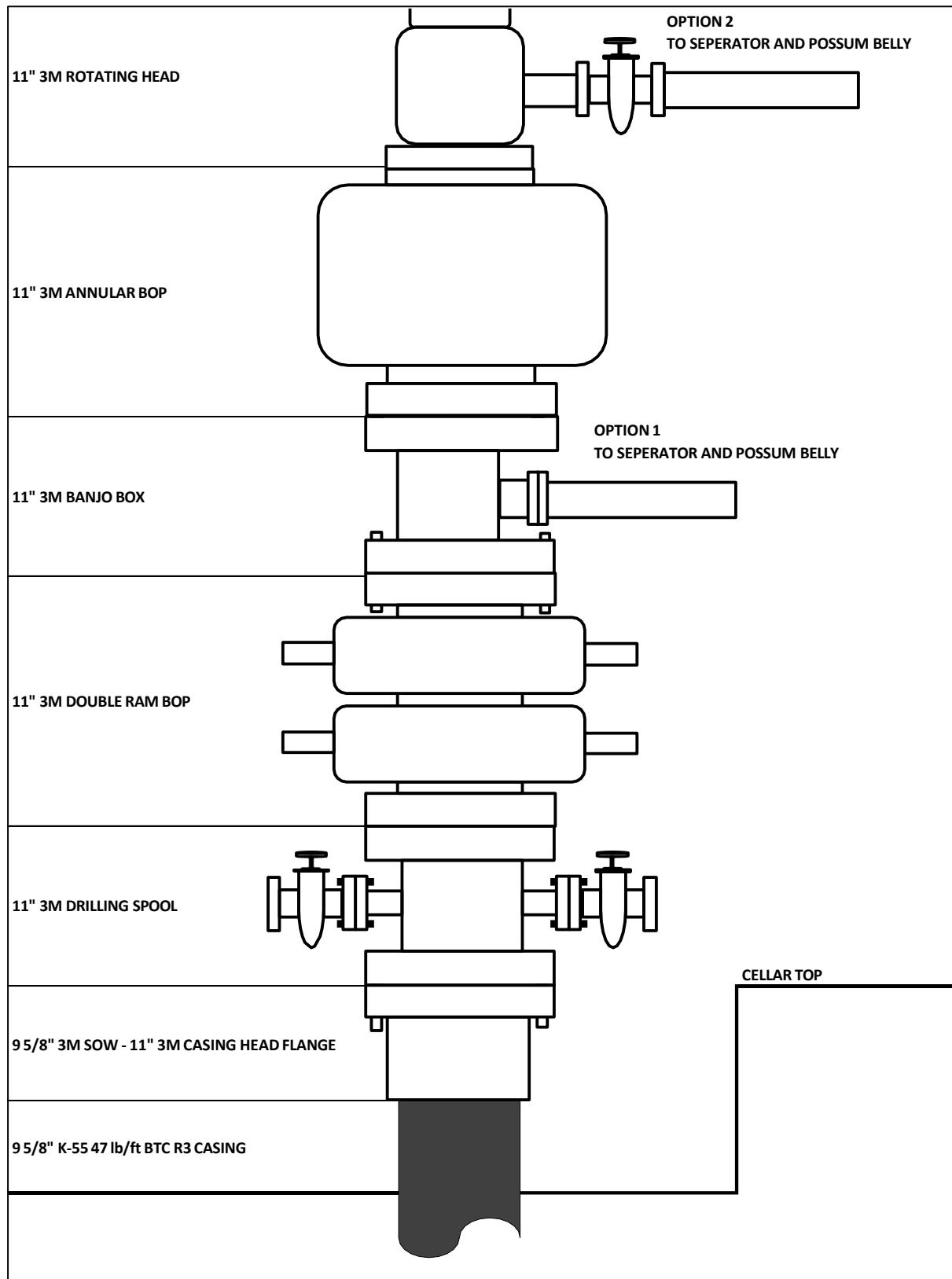
**Figure 4 - Day-depth graph based on the Reference Drilling Program.**

The Contractor is responsible to provide a detailed Drilling Program for each well to be drilled, based on the Reference Drilling Program supplied by the Engineer. The detailed Drilling Program shall contain, but not be limited to, the detailed mud program, cementing program, hydraulic program, air drilling program, well logging during drilling, well completion test and warm-up logging program, etc. A Reference Well Testing Program and a Well Testing Protocol will be supplied by the Engineer and should be used by the Contractor to prepare the detailed well logging and testing program.

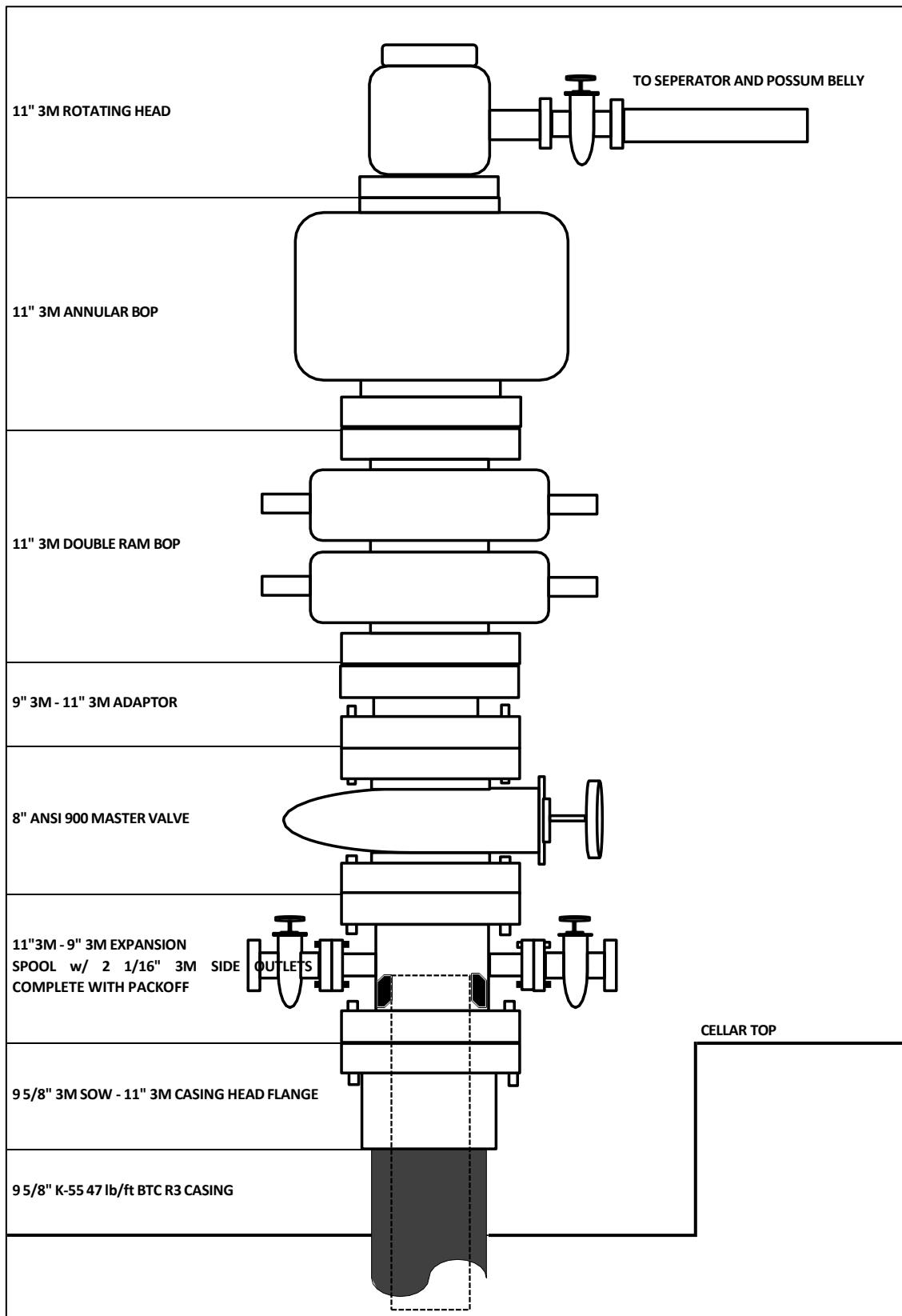
Wellhead and BOP Stack as per the Reference Drilling Program will be as shown in the following sketches of Figures 5, 6 and 7 for the section to ensure a safe drilling operation which utilizes the use of both drilling fluids and aerated drilling services. The contractor is responsible to provide a suitable drilling rig with the clear height below the rotary beams to accommodate the wellhead and BOP stacks foreseen in the reference drilling program.



**Figure 5 - BOP Stack for 12 1/4" Section.**



**Figure 6 - BOP Stack for 8 1/2" Section.**



*Figure 7 - BOP Stack for 6" Section.*

## e. MOB/DEMOB and Moving Between Locations

### e1. Mobilization

Mobilization shall be defined as all work performed from the Commencement Date prior to the Spud Date including but not limited to furnishing the Rig, Contractor's Equipment, and other equipment, services, Contractor's personnel, materials and supplies as specified in this Technical Specification to mobilize, move and rig up the Rig and Integrated Services on the Well Site as directed by the Engineer.

Details on the characteristics of the roads to the drilling sites can be found in Sub-section "Additional Information".

Mobilization time is expected to be within 180 calendar days from the Contract Signing Date.

Mobilization shall be considered to have been completed when the Engineer accepts that Contractor has satisfactorily completed / achieved the following minimum requirements:

The Rig and all the Contractor's Equipment, Integrated Drilling Services and tangible items have been delivered to the Project Site, rigged up, tested, commissioned and put into service to the satisfaction of the Engineer.

All Rig power and control systems have been tested, commissioned and put into service.

All pressure and pressure control systems have been tested, commissioned and put into service. This includes but is not limited to a kick drill/remote choke panel test.

All agreed 'critical' and 'major' recommendations from any relevant inspection / survey report and from the pre-rig acceptance inspection / survey to be conducted at a time to be advised by the Engineer have been completed.

The Engineer is satisfied that all the above items have been completed, the Rig is ready to commence operations and is considered by the Engineer to be ready henceforth of commencing the Works.

All Contractor Personnel (Drilling Rig crew and integrated drilling services crew) have been provided at the Well Site and are ready and able to commence performance of the Work.

All required documentation to provide evidence of certification shall have been provided by Contractor.

The acceptance by the Engineer that Mobilization has been satisfactorily completed shall be evidenced by Engineer acknowledging in writing on the daily report that Contractor has fulfilled all necessary requirements and obligations as stated above and is ready to spud the 1<sup>st</sup> well.

Spud Date shall be defined as the date on which the drill bit first penetrates the surface formation using the drilling rig, drilling services and items mobilized by the Contractor to the first well, marking the official commencement of drilling operations. This date shall be recorded in the Daily Drilling Report (DDR) and shall be formally acknowledged in writing by the Engineer.

The rig-Contractor will be considered ready to spud when:

Rat and mouse holes have been drilled and installed (if required)

The required volume of spud mud has been built

300 m of drill pipe has been picked up and racked in the mast unless a lesser amount is requested by the Engineer.

The BHA has been made up for spudding and the mast fully aligned over well center.

Spud Date shall constitute the start of well operations, and from this date onward, the Contractor shall be entitled to payment of daily rate charges as specified in the BoQ, provided that such operations are being performed in accordance with the Contract and are not suspended due to the Contractor's default.

When requested by the Engineer at any time following the Contract Signing date, Contractor shall provide the following to the Engineer:

- Two (2) copies of the Rig's Operations Manuals
- Two (2) copies of Contractor's Emergency Procedures
- Two (2) copies of Contractor's Drilling Emergency Blowout/Well Control Plan
  - Current certification relating to the Rig and major drilling equipment
  - Any documents related to the procurement process of long lead items (PO issue, manufacturing start, FAT, delivery date, etc.)
  - MSIPs required for the works and any other documentation required under GCC sub-clause 4.1.
  - Any other documents as may be reasonably required by the Engineer.

Following the Contract Signing Date the Contractor shall, on a weekly basis, notify the Engineer in writing as to the estimated date for the completion of Mobilization. The Contractor will be required to comply with contractual and country HSSE requirements during mobilization and rigging up in the Area of Operations.

## e2. Demobilization

---

Demobilization shall commence after completion of the last Well and shall continue until the Engineer has accepted that obligations with respect to Demobilization have been completed.

In particular, the Contractor Demobilization Obligations shall include, but not be limited to the following:

- Remove all Contractor temporary facilities and equipment from the Site.
- Disconnect Contractor utilities from all facilities, made available to the Contractor by the Employer, and leave all such facilities in good condition and as directed by the Engineer.
- Clean-up the site removing all debris, left-over materials, unwanted structures, stockpiles, etc. as directed by the Engineer.
- Demobilize all Contractor's equipment and employees from the Site, leaving the drill pads in the same condition as they received it.

The release date shall mean the date and time that the Rig and integrated services have been released by the Engineer when the last Well has either been suspended, abandoned, or completed and when all pipe has been laid down from the mast as evidenced by the Engineer's written confirmation on the IADC daily report.

Demobilization shall be defined as all work performed after the release date including but not limited to furnishing the Rig, Contractor's Equipment and other equipment, services, Contractor Personnel, materials and supplies as specified in this Contract to rig down, move and demobilize the Rig and integrated services from the final Well Site to a location to be determined by Contractor.

Contractor will still be required to comply with contractual HSSE requirements during rigging down and demobilization until all Contractor owned equipment is moved out of the Area of Operations.

The acceptance by Engineer that Demobilization has been satisfactorily completed shall be evidenced by the Engineer acknowledging in writing that Contractor has fulfilled all necessary requirements and obligations with respect to Rig Demobilization as specified above.

### e3. Moving Between Locations

Moving Between Locations shall mean the entire sequence of operations undertaken by the Contractor to relocate the Drilling Unit, together with all necessary equipment, personnel, drilling services, and materials, from one Drilling Location to another.

It shall include, but not be limited to, dismantling, packaging, loading, transportation, unloading and rig-up of the Drilling Unit, Integrated Services and related equipment at the subsequent Drilling Location.

The scope shall further include:

Mobilisation and coordination of required personnel and services;  
Mobilisation and coordination of well testing equipment and services  
Dismantling and reassembly of temporary structures;  
Site clean-up activities associated with demobilisation and re-establishment.

### e4. Mobilization and Demobilization of Specialized Personnel (Call-Out Services)

Mobilization and Demobilization of Specialized Personnel shall mean the activities and associated costs related exclusively to the temporary deployment to, and subsequent release from, the Site of personnel required for specific services or operations under the Contract, where such personnel are not part of the Contractor's permanent on-site staff but are engaged on a call-out basis.

Mobilization and Demobilization of Specialized Personnel shall mean mobilization and demobilization of specific personnel required for specialized services that are not continuously present on site but are instead called out and released according to project needs and stages of the drilling campaign.

This item includes travel and accommodation arrangements and any other associated costs related to bringing the personnel to site and releasing them after the completion of their assigned scope.

The personnel covered under this item may include, but are not limited to:

- Cementing Crew
- Aerated Drilling Crew
- Well Logging and Testing Crew
- Specialized Welding and Inspection Crew

This item does not include General mobilization or demobilization of the Contractor's main personnel, equipment, or site establishment, materials, consumables.

## **f. Drilling Unit Supply**

### **f1. Scope of Services**

The Contractor shall provide Fast Moving/Truck Mounted Drilling Unit w/ 160 MT ( $\pm$ ) Static Hook Load and 700-800 HP Engine capacity equipped with electrical/hydraulic TopDrive and experienced crew to drill 3 exploratory geothermal wells with efficiency and in accordance with good field and HSE practices.

The Scope of Service will include but not be limited to:

- Provision of a mobile land Rig suitable to execute Employer's wells.
- Supply of all required associated equipment and supplies for well operations.
- Provision of suitably qualified and experienced personnel.
- Delivery of detailed drilling program for each slim-hole based on the reference drilling program prepared by the Consultant.
- Mobilization of designated Drilling Unit, Integrated Drilling Services, Tangible Items and Consumables.
- Rigging up at Contractor's location for a rig inspection with remedial work as required followed by acceptance testing.
- Rigging up and final commissioning all Contractor equipment at the first well location.
- Delivery of Drilling Completion Report for each slim hole.
- Rigging down and demobilizing Drilling Unit, Integrated Drilling Services and Consumables at the end of the Contract.

All equipment, products and materials will be subject to random quality assurance testing by Engineer. Only premium quality equipment, products and materials will be considered or utilized. Engineer reserves the right to reject any equipment, products and materials which do not meet or exceed API or OEM standards (unless specifically stated otherwise by Engineer) and will not be liable for any costs incurred for the replacement of unacceptable equipment, products and materials including those obtained by Contractor for Employer from a third party. Contractor is responsible for assuring quality of all equipment, products, or material that Contractor supplies.

Provision of fit for purpose land drilling rig and all associated equipment, materials, best in class performance personnel and services are an integral part of the Scope of Work. Fully equipped office and accommodation units for the rig site are to be provided to high international standards.

Contract to supply required drill strings with all required handling tools. Mill certs and string history records to be provided.

The Rig Supply and Other Services to be undertaken by Contractor will include but not be limited to: drilling, re drilling side tracking, testing, completing and abandoning of wells throughout the duration of the Contract. The work scope may be extended at reasonable request of Engineer.

The Contractor is expected to deliver the rig and rig site camp ready to spud the first well within 180 days of Contract Signing.

## f2. Certification and Inspection

Contractor shall have a certification, inspection, preventative maintenance and calibration program in accordance with GCC 4.9 Quality Management and Compliance Verification System and shall perform certification, inspection, preventative maintenance and calibration on all relevant items of Contractor's Equipment in accordance with the table below and its program.

All valid and up-to-date Certification and Inspection reports shall be made available for the Engineer in accordance with the GCC 4.9. Drill string components shall be inspected according to the standards in Table 3. Only new or premium drill string tubulars will be accepted by the Engineer..

**Table 3 - Standards for drill string components.**

Description	Applicable Standard
Draw-works	API RP 4G CAT III or IV
Mast	API RP 4G CAT III or IV
Sub-Structure	API RP 4G CAT III or IV
Travelling Assembly	API Spec 8A / 8C
Top Drive	API Spec 8A / 8C
Kelly & Swivel	API Spec 8A / 8C
Drill Line Anchor	API Spec 8A / 8C
Rotary Table - Beams	API RP 4G CAT III or IV
Mud Pumps	API Spec 7K
BOP	API S53, Spec 16A, 16C, 16D
Drill Spools & Crossovers	API S53, Spec 16A, 16C, 16D
Accumulator (Koomey) Unit	API S53, Spec 16A, 16C, 16D
BOP Control System	API S53, Spec 16A, 16C, 16D
Choke Manifold	API S53, Spec 16A, 16C, 16D
Choke Lines	API S53, Spec 16A, 16C, 16D
Kill Lines	API S53, Spec 16A, 16C, 16D
Upper TDS Kelly Cock	API S53, DS-1 Cat 3-5
Lower TDS Kelly Cock	API S53, DS-1 Cat 3-5
Drop-in Dart Sub	API S53, DS-1 Cat 3-5
Float Valves	DS-1 Cat 3-5
Mud Gas Separator	API S53, Spec 16A, 16C, 16D
Mud Gas Separator Vent Line	API S53, Spec 16A, 16C, 16D
DP & DC Elevators	API Spec 8A, 8C, 7K
Elevator Links	API Spec 8A, 8C, 7K
Pipe Slips	API Spec 8A, 8C, 7K
Rotary Tongs for DP & DC	API Spec 8A, 8C, 7K
Air Winches	API Spec 8A, 8C, 7K
DP 5" & 3.5"	DS-1 Cat 5, API Spec 5D
Heavy Weight Drill Pipe	DS-1 Cat 5
Drill Collars	DS-1 Cat 3-5, API Spec 7-1, 7-2
Crossover Subs	DS-1 Cat 3-5, API Spec 7-1, 7-2
Bit Subs	DS-1 Cat 3-5, API Spec 7-1, 7-2
Fishing Tools	DS-1 Cat 3-5, API Spec 7-1, 7-2

### **f3. Equipment Layouts, Plans and Drawings**

Contractor shall provide specifications and drawings for blow out preventers (BOPs) and their associated rig equipment, including but not limited to dimensioned drawings of the following:

- Complete BOP stack and rotating circulation head preventer drawings including details of the frame and valve outlet locations;
- Choke manifold and gas separator;
- BOP stack up for each possible BOP configuration showing overall dimensions of each component; and
- Actual BOP configuration sketch with relevant dimensions shall be submitted when the BOP is initially installed and, on each occasion, that the BOP is subsequently changed, reinstalled or reconfigured in any way

Contractor shall provide surface equipment and systems layouts, including a dimensioned drawing showing the actual layout of all major components of Contractor's Equipment in both elevation and plan views and a well site layout drawing detailing civil engineering requirements. Other drawings and layouts to be provided by Contractor shall include:

- Detailed general arrangement drawings of the high- and low-pressure mud systems including tank compartment and overall dimensions & volumes, pressure ratings and dimensions of the relevant piping of both low- and high-pressure systems;
- Rig- site offices layout drawings, including utilities, such as power generation plant, water tanks, etc.;
- Hazardous area drawings clearly defining Zones 1,2 and 3 and showing the type and location of all electrical equipment and its suitability for use in the hazardous areas;
- Fire plan and layout drawing showing the location of firefighting equipment, breathing apparatus and muster points; and
- H<sub>2</sub>S plan and layout drawing showing the location of H<sub>2</sub>S breathing apparatus on the rig floor and at other locations including the mud mixing area.

Contractor shall provide specifications and drawings for each of its down hole tools, showing all internal & external dimensions and graphic cross sectional and isometric illustrations

### **f4. Rig Specification**

Contractor shall provide as a minimum the equipment detailed in Table 4.

**Table 4 - Equipment to be provided by the Contractor.**

700/800 HP 160 MTON DRILLING RIG		
No	DESCRIPTION	DATA
1	Scope of work and the data of the project:	As per general contract requirements
2	RIG TYPE	
2.1	The hoisting system shall have the rated hook load capacity of	160 t (350.000 lbs)
2.2	The nominal depth capability with 4.1/2-in drill pipes	2500 m
2.3	The drawworks shall have a rated input power	700/800 hp
2.4	The rig shall be built or assembled not be before the year	2010 year

3	RIG STORAGE CAPACITIES	
3.1	Fuel storage capacity enough for the minimum of days of operations days	15 days of autonomy
3.2	Drill water total storage capacity shall be of	60 m3
3.3	Liquid mud total storage capacity (active & reserve) shall be of	150 m3
3.4	The covered sacks storage area capacity shall be for a quantity of sacks/big bags	500 sacks/big bags
3.5	The Pipe Rack load capacity shall be of	100 t
4	MAST	
4.1	The Clear working height of the mast shall handle stands of range II drill pipes together with travelling block and Top Drive. The minimum number of single for each stand shall be	Two single drill pipes per each stand (Doubles)
4.2	The rated static hook load capacity of the Mast (as per ISO/API definition) shall be	160 t (350.000 lbs)
4.3	The mast racking capacity shall be suitable to rack the number of stands of drill pipes equivalent to the total well depth plus 4.3/4 drill collars	2500 m of 4.1/2 drill pipes 150m
5	MAST & SUBSTRUCTURE SKIDDING SYSTEM	
6	SUBSTRUCTURE	
6.1	Set-back rated load capacity shall be	100 t
6.2	The maximum elevation from the ground floor of the wellheads of wells subject to drilling is	data to be advised
7	DRAWWORKS	
7.1	The rated input power of the draw works shall be	700/800 hp
7.2	The single line pull capacity shall be so that, in combination with the lines strung to the travelling block, can be lift the heaviest planned casing load here specified	As per API standard
8	TOP DRIVE	
8.1	The continuous output torque capacity of the Top drive shall be	21.000 ft.lb
9	ROTARY TABLE	
9.1	The rotary table shall have the minimum opening	17.1/2-in
10	PICK UP AND LAY DOWN MACHINE	
10.1	The specific activity requires the pick and lay-down machine	Not requested
11	HIGH PRESSURE MUD CIRCULATING SYSTEM	
11.1	HP- MUD PUMPS	
	The quantity of HP mud pumps shall be	Two
	The rated input power of each HP mud pumps shall be	minimum 800 hp
	The rated working pressure of the mud pumps shall be	5000 psi
12	HP- DISCHARGING LINES	
12.1	The inside diameter of mud pumps discharging lines is confirmed 3.1/2-in?	Yes
13	SILOS FOR BULK BARITE	
14	MUD TREATMENT SYSTEM	
14.1	SHALE SHAKERS	
	Confirmed quantity and type of shale shakers as per standard specification?	2 x Mongoose (or equivalent) Shaker able to handle 1200 gpm with 9.0 ppg and 84 mesh screens.

14.2	MUD CLEANER	Suitable to use with muds up to 15 ppg and flow rates of 600 GPM
15	WELL CONTROL EQUIPMENT	
15.1	13.5/8" - 3.000 psi BOP STACK	as per Reference Drilling Program and BOP Stack sketch above
15.2	11" - 3.000 psi BOP STACK	as per Reference Drilling Program and BOP Stack sketches above
16	Quantity and size of the requested casing rams no.-in	7" casing rams requested
16.1	Quantity and size of the requested fixed pipe rams	4.1/2-in or 5-in drill pipes, 3 1/2-in drill pipes
17	ADAPTER SPOOLS	As per Reference Drilling Program and BOP sketches above
18	BOP CHOKE AND KILL VALVES	
	The standard configuration shall be as follows:	
	Two - 3.1/8.in-3000 psi RWP flanged choke valves remote hydraulic operated	
	Two - 3.1/8.in-3000 psi RWP flanged choke valves manual operated	
	Two - 2.1/16.in-3000 psi RWP flanged kill valves remote hydraulic operated	
	Two - 2.1/16.in-3000 psi RWP flanged kill valves	
19	KILL & CHOKE LINES	
	The standard configuration shall be as follows:	
	Two - Kill Lines 2.in inside diameter -3000 psi RWP	
	Two-Choke Lines 3.in inside diameter 3000 psi RWP.	
	NOTE: For 3000-5000 psi working pressure well control equipment and drilling activity (sidetracking excluded) will be acceptable to have one kill and one choke line.	
19.1	Confirm size, quantity of kill, choke and kill, lines as per standard?	Requested one kill and one choke line.
20	CHOKE MANIFOLD	
	The standard configuration of the choke manifold shall be as follows:	
	One full flow line 3-in 3000 psi RWP	
	One flow equipped with a power adjustable drilling choke	
	One flow line equipped with a manual adjustable drilling choke	
21	DOWN HOLE TUBULAR MATERIAL	
21.1	DRILL PIPE FOR 17 1/2.in HOLE	
	The main drill pipes to be used in 17.½ hole shall have following characteristics:	
	Total Length	As required
	OD of pipe	4.1/2" or 5"
	nominal weight	16.6 lb/ft or 19.5 lb/ft
	grade of steel	G-105
	Tool joint OD and ID	As per standard
	Tool joint type of connections	API NC 46 or API NC 50
21.2	DRILL PIPE FOR 12 1/4.in HOLE	

	The drill pipes to be used for the 12 1/4.in hole shall have following characteristics:	
	Total Length	As required
	OD of pipe	4.1/2" or 5"
	nominal weight	16.6 lb/ft or 19.5 lb/ft
	grade of steel	G-105
	Tool joint OD and ID	As per standard
	Tool joint type of connections	API NC 46 or API NC 50
21.3	DRILL PIPE FOR 8 1/2.in HOLE	
	The drill pipes to be used for the 8.1/2-in hole shall have following characteristics:	
	Total Length	As required
	OD of pipe	4.1/2" or 5"
	nominal weight	16.6 lb/ft or 19.5 lb/ft
	grade of steel	G-105
	Tool joint OD and ID	As per standard
	Tool joint type of connections	API NC 46 or API NC 50
21.4	DRILL PIPE FOR 6 in HOLE	
	The drill pipes to be used for the 6-in hole shall have following characteristics:	
	Total Length	As required
	OD of pipe	3.1/2-in
	nominal weight	15.5 lb/ft
	grade of steel	G-105
	Tool joint OD and ID	As per standard
	Tool joint type of connections	API NC 38
21.5	HEAVY WEIGHT DRILL PIPES	
	The requested heavy weight drill pipes shall have following characteristics:	
	OD Body	4.1/2-in or 5 in
	Quantity of joints	16 ea
	nominal weight	As per standard
	grade of steel	As per standard
	Tool joint OD and ID	As per standard
	Tool joint type of connections	As per standard
	The requested heavy weight drill pipes shall have following characteristics:	
	OD Body	3.1/2-in
	Quantity of joints	12 ea
	nominal weight	As per standard
	grade of steel	As per standard
	Tool joint OD and ID	As per standard
	Tool joint type of connections	As per standard
21.6	DRILL COLLARS	
	9.1/2 OD DRILL COLLARS	If provided
	OD and ID of Body	9 1/2" / 3"
	Quantity of joints	2 ea
	Connections:	7 5/8 REG
21.7	DRILL COLLARS	
	8 OD DRILL COLLARS	
	OD and ID of Body	8" / 2.13/16"
	Quantity of joints	12 ea
	Connections:	6 5/8 REG

21.8	DRILL COLLARS 6.1/2 OD DRILL COLLARS OD and ID of Body Quantity of joints Connections:	6.1/2" / 2.3/4" 16 ea NC-50
21.9	4.3/4 OD DRILL COLLARS OD and ID of Body Quantity of joints Connections:	4.3/4 x 2.1/4 16 ea NC-38
21.11	DRILLING STEM SUBS (DSS) Additional drill stem subs requested Quantity of DSS	Available for all connection types 2 for each
22	DRILL STRING CIRCULATING HEAD	
22.1	Quantity For DP outside diameter Bottom Connections type	1 for each DP size 3.1/2-in / 4.1/2-in or 5-in NC-38 / NC-46 or NC-50
22.2	FULL OPENING SAFETY VALVE: Quantity For DP connection	2 for each DP size NC-38 / NC-46 or NC-50
23	DRILL PIPES/DRILL COLLARS HANDLING TOOLS	
23.1	MANUAL SLIPS	For each DP size
23.2	POWER SLIPS	Not requested
24	POWERED/MANUAL TONGS	
24.1	COMBINATION OF SPINNING & POWER TONG	Requested for DPs and casings
24.2	MANUAL ROTARY TONGS For O.D. Tubulars Max. rating Torque Quantity	Available for each tubular size Suitable for 8" DC M/U torque 2
25	PIPE ELEVATORS	
25.1	DRILL PIPE ELEVATORS The rated load capacity of elevators for 4.1/2-in or 5-in drill pipes shall be:	Min 150st
	The rated load capacity of elevators for 3.1/2-in drill pipes shall be:	Min 150 st
26	CASING & TUBING HANDLING TOOLS	
26.1	CASING SLIPS the requested casing slips shall be for OD casing	Requested For each casing size as per Reference Well Design program
26.2	SIDE DOOR CASING ELEVATORS the requested side door casing elevator shall be for OD casing with the related rated load capacity	Requested For each casing size as per Reference Well Design program 100st
26.3	CASING ELEVATOR & Flash mounted casing spider	Requested

	the requested casing elevator/spiders shall be for OD casings with the related rated load capacity	For each casing size as per Reference Well Design program 100st
26.4	SINGLE JOINT ELEVATORS The single joint elevators shall be for the following OD casing	Not requested For each casing size as per Reference Well Design program
26.5	MANUAL CASING TONGS The manual casing tongs shall be for the following OD casing:	Not requested
26.6	CASING CIRCULATING HEADS The casing circulating heads shall be for the following OD casing the related thread connection shall be	Requested For each casing size as per Reference Well Design program Available for rig eq.
26.7	CASING THREAD PROTECTORS The thread protectors shall be for the following OD casing	Quick operating thread protectors For each casing size as per Reference Well Design program
26.8	CASING DRIFT The drift caliper shall be for the following OD casing:	Requested For each casing size as per Reference Well Design program
26.9	CASING SCRAPER The casing scraper shall be for the following OD casing	Not requested NA
26.10	CASING CUTTING AND BEVELLING MACHINE The casing cutting and bevelling machine shall be for the following OD casing	Not requested NA
27	TUBING HANDLING TOOLS	Not requested
27.2	TUBING ELEVATOR	Not requested
28	FISHING TOOLS	
28.1	EXTERNAL CATCH FISHING TOOLS (OVERSHOTS) Contractor is to have the proper fishing tools available to fish any Contractor supplied tubulars or down hole tools with an external catch overshot in 17-1/2", 12- 1/4", 8-1/2", 6" hole. Grapples to fit all Contractors drilling strings	Requested Available for all types of tubulars
29	OTHER FISHING TOOLS	
29.1	JUNK SUBS Quantity and O.D. Body	Requested Available for all hole section as per program
29.2	JUNK BASKETS (REVERSE CIRCULATION.) Quantity and O.D. Body	Requested Available for all hole section as per program
29.3	JUNK MILLS Quantity and O.D. Body	Requested Available for all hole section as per program

29.4	FISHING MANGET Quantity and O.D. Body	Requested Available for all hole section as per program
29.5	IMPRESSION BLOCKS Quantity and O.D. Body	Requested Available for all hole section as per program
30	SAFETY EQUIPMENT	
30.1	ESCAPE BREATHING APPARATUS The quantity of 10 minute Escape Breathing Apparatuses shall be	Minimum 30
30.2	AIR BREATHING APPARATUS The quantity of 30 minute Air Breathing Apparatuses shall be	15
31	RIGSITE MINI CAMP	
31.1	Drill Site Office -Company Representative office unit c/w (2) desk / chair units, rig facing windows, filing cabinets, AC, Heating, Hot/Cold water, Toilet, Hand Basin, Fridge, Coat Hooks, Sofa and general office amenities.	1 each
31.2	Drill Site Camp – Company Representative sleeping cabin c/w bathroom - toilet and shower, hot and cold water, AC, Heating, Satellite TV, TV, Fridge, desk/chair unit, lockable wardrobe and general sleeper unit amenities.	2 each
31.3	Staff diner/recreation equipped with dining tables, water cooler, ice machine, serving table, air conditioners, multi-system TV and video player, cable satellite dish, easy chairs and sofa.	1 each
31.4	Laundry service	1 each
32	RIGSITE MINI CAMP UTILITIES	
32.1	Potable water storage tank	1 each
32.2	Septic System	1 each
33	RADIO & TELE-COMMUNICATION SYSTEM	
33.1	Satellite communication system	Requested
31	RIGSITE MINI CAMP	

## f5. Personnel Requirements

Contractor shall provide all personnel necessary to carry out Rig Supply and Other Services independently according to good field practices. Without limitation on the generality of the foregoing, Contractor Personnel shall include but not be limited to the staff listed in Table 5. Contractor is required to ensure that suitable manning levels are maintained to ensure normal maintenance and operation of the Rig. Contractor may decide to assign additional personnel at their cost to ensure such standards are maintained. Key personnel are indicated at Section VII ‘Contractor’s Representative and Key Personnel’.

*Table 5 – Contractor personnel necessary to carry out Rig Supply and Other Services*

Well Site Personnel	On Duty
---------------------	---------

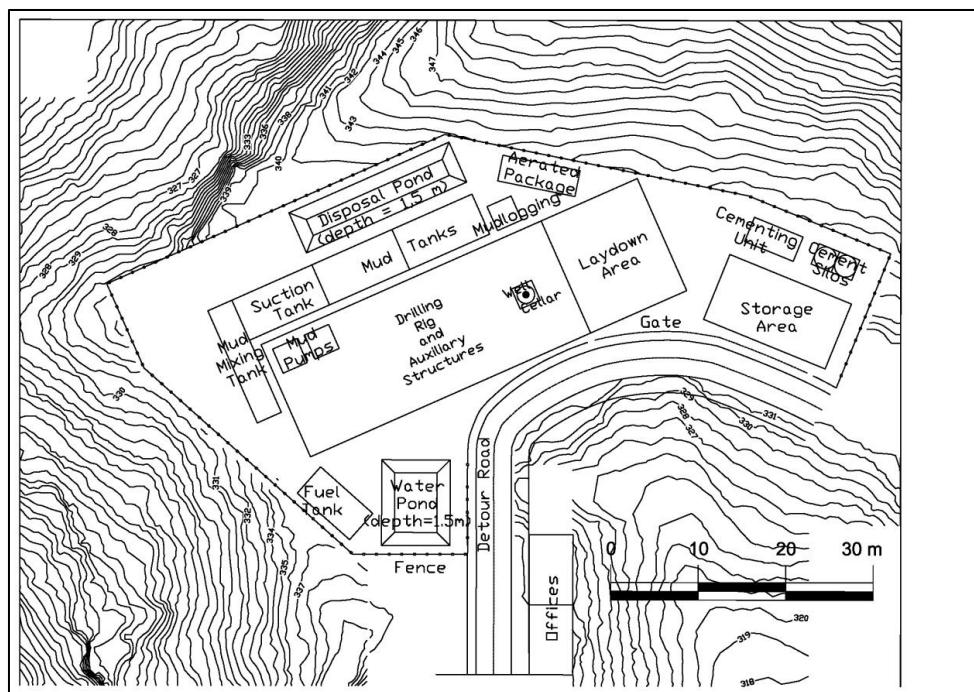
DRILLING UNIT	
Contractor's Representative	1
Rig Manager/Superintendent	1
HSE Supervisor	1
HSE Officer	2
Senior Toolpusher	1
Night Tool pusher	1
Driller	2
Assistant Driller	2
Derrickman	2
Floorman	6
Chief Mechanic	1
Mechanic	2
Electrician	2
Welder	1
Drivers	As required
Crane Operators	2
Forklift Operators	As required
Camp Boss	1
Cook	As required
Cabin Attendant	As required
Laundry	As required
Helper	As required
CEMENTING SERVICES	
Cementing Engineer	1
Cementing Unit Operator	1
Helpers	As required
DRILLING FLUIDS SERVICES	
Drilling Fluids Engineer	2
Helpers	As required
AERATED DRILLING SERVICES	
Aerated Drilling Engineer	2
Aerated Drilling Operator	2
Helpers	As required
MUD LOGGING SERVICES	
Well Site Geologist	2

Data Engineer	2
Helpers	As required
<b>WELL LOGGING and TESTING SERVICES</b>	
Well Logging and Testing Engineer	1
Slickline Logging Operator	1
Geochemist	1
Helpers	As required

Drilling Personnel on the Rig (Assistant Driller and above) shall have a valid applicable Well Control Certification. Well Control certification for Assistant Driller level and above (IWCF level 3 or equivalent Wellcap Drillers level) and Night Tool Pushers and above (IWCF level 4 or Wellcap Supervisors Level). This certification must be in place prior to Spud Date. Certification must be renewed and submitted to Engineer prior to expiry.

## f6. Rig Footprint Restraints

Contractor is responsible on confirmation of the proper lay-out of their Drilling Unit and Integrated Services equipment on the wellpads provided by the Employer. Due to the limited space available on Saltibus S5 wellpad, Contractor shall provide a layout configuration which ensures safe and timely completion of the operations in this wellpad.



**Figure 8 - Saltibus S5 Wellpad Plan.**

## g. Cementing Services

### g1. Scope of Services

The Contractor shall provide Cementing Services required for cementing along with cementing unit, cement and cement additives. The Contractor shall be responsible to plan, design of cement slurry, pre-flush (if any), spacer and pumping rate etc. and execute the cement jobs as per the Cementing Program approved by the Engineer with an objective to provide quality cementation job.

In high enthalpy geothermal wells, good cement bond is crucial. This is particularly important between casings because trapped water expansion during well heating can easily lead to casing failure.

The Scope of Service will include but not be limited to:

- ✓ Performing all cementing operations including cementing engineering and design, cementing program, centralization plan, primary and remedial cementing jobs including backfills, top-ups and top-jobs, cement plugs for side tracking operations, abandonment or suspension of the well, for well control related issues and for any other related jobs as required.
- ✓ Performing seal-off "Loss Circulation Zone" through Cement / Barytes / Bentonite- Diesel-gunk job etc.
- ✓ Performing Cement Plug jobs through drill pipes.
- ✓ Performing pressure testing of lines, BOP (according to API 53:2012), casing and other pressure testing as required.
- ✓ Performing Leak Off Tests and Formation Integrity Tests, with calculations and reports
- ✓ Assisting in well circulation, well killing operations if necessary and as required.
- ✓ Performing squeeze job if required.
- ✓ Maintaining and servicing all equipment belonging to Contractor to avoid downtime.
- ✓ Any other job normally required to be performed by Cementing unit.
- ✓ Carry out relevant API and other tests on cement and additives in the Contractor's laboratory. Cement samples, well site water samples to be collected by the contractor for sending to Contractor's Laboratory for testing.
- ✓ Supplying entire consignment of API G class cement & additives.
- ✓ Mobilization of tool / equipment / consumables / personnel to drilling location and inter-location movement of tool / equipment / consumables / personnel from one drilling location to another.
- ✓ Installation & commissioning of required facility in drilling locations.
- ✓ Dismantling of contractor's facility at drilling location for inter location movement and upon serving demobilization notice by Engineer.
- ✓ Performing any other job (associated with drilling operation and appropriate to cementing contractor) as decided by Engineer.

The Contractor shall carry out post-job analysis of all cementation jobs and suggest ways and means to further improve the quality of jobs. The Cementing Engineer should propose a tentative cementing program in advance and adjust it in real-time based on the drilling requirements. The Contractor should provide a list of complying standards for quality packaging of cement/chemicals/additives according to relevant API specifications.

The cement program shall include, but not be limited to, the following:

- Cement slurry density and volume;
- Cement slurry formulation & consistency;
- Draft hydraulic simulation;
- Draft computational fluid dynamics for fluids compatibility, interaction, and optimization of properties and volumes;
- Bottom hole circulating temperature simulations;
- Propose cement additives and recommended concentrations for the hole section;
- Complete cost estimates;
- API fluid loss at 1000 psi and BHT using Stirring Fluid Loss as per API recommendation;
- Thickening time as per API schedule;
- Free water as per API schedule;
- Compressive strength at BHT (24 hours & 72 hours as per API schedule).

The Contractor shall maintain a log of operations that includes the following details for cementing operations:

- Cementing operation in progress
- Time breakdown
- Density measurement
- Mixing rate
- Volume of fluid pumped
- Pumping pressure during cement pumping and displacement
- Displacement rate
- Quantity of cement, additives, and mechanical aids used

All specific events occurring during the cementation job should be recorded along with other relevant points. The Contractor shall be responsible for providing a complete job report comprising:

- Slurry design
- Job execution parameters
- Complications, if any
- Complete post-job analysis
- Material consumption report

This information is crucial for implementing necessary corrective measures, improvements, and precautions for future operations to avoid costly secondary repair jobs.

The Contractor is solely responsible for the operation and maintenance of their equipment to prevent downtime, including rigging up, testing, running, and rigging down of the equipment.

## **g2. Equipment to be Deployed by the Contractor**

The Contractor shall provide all necessary equipment and materials, including backups as necessary, to perform the jobs specified in the Scope of Service above and described elsewhere herein. The list of equipment and materials may include backups to prevent disruptions.

**Table 6 - Cementing Services: Equipment to be deployed by the Contractor.**

Equipment	Technical Specifications and Standards
CEMENT PUMP UNIT	<p>RCM III™ Type or equivalent Twin Pump Cementing Trailer installed c/w the following:</p> <ul style="list-style-type: none"> <li>a. Endress Houser Promass™ 80 Densitometer or equivalent;</li> <li>b. Downhole Densitometer;</li> <li>c. Digital Monitoring System and</li> <li>d. Data d. Acquisition System (equivalent to specs of Halliburton ADC™ or FLECS™ and controllers);</li> <li>e. High Energy Cement Recirculating Mixing Tub, 1.5 m<sup>3</sup> (10 bbl);</li> <li>f. 500 HP Diesel Engines coupled with</li> <li>g. Horizontal Triplex Pump with 3-3/8", 4-1/2" and 6" Rams, 11,200 PSI Rated.</li> </ul> <p>Ideal Pump Specifications (HT-400™ pump or equivalent):</p> <ul style="list-style-type: none"> <li>810 GPM with 6" plungers at 6,250 psi</li> <li>560 GPM with 5" plungers at 9,000 psi</li> <li>454 GPM (~1.72 m<sup>3</sup>/min) with 4-1/2" plungers at 11,200 psi (standard working conditions)</li> <li>360 GPM with 4" plungers at 14,000 psi</li> <li>255 GPM with 3-3/8" plungers at 20,000 psi</li> </ul> <p>h. RCM IIIr™ or equivalent Mixer Module.</p> <p>Ideal Mixing System Specifications (RCMIIIr™ or equivalent):</p> <ul style="list-style-type: none"> <li>0-15 bbl/min (0-2.4 m<sup>3</sup>/min) of 11 to 15 ppg (1.3 to 1.8 SG)</li> <li>0-12 bbl/min (0-1.9 m<sup>3</sup>/min) of 14 to 18 ppg (1.7 to 2.2 SG)</li> <li>0-8 bbl/min (0-1.3 m<sup>3</sup>/min) of 16 to 23 ppg (1.9 to 2.8 SG)</li> </ul> <ul style="list-style-type: none"> <li>i. Hydro-electric control valve block;</li> <li>j. Two (2), Agitators;</li> <li>k. Actuators;</li> <li>l. Water Flowmeter;</li> <li>m. 6"x5" Recirculating Cent. Pump;</li> <li>n. 4"x4" Water Supply Cent. Pump;</li> <li>o. 1.5 m<sup>3</sup> (10 bbl) x 2 displacement tanks;</li> <li>p. Control Stand with Manual and Electronic Controls;</li> <li>q. Steel Hoses,</li> <li>r. Single Wing Swivels,</li> <li>s. Double Wing Swivels,</li> <li>t. 2" Straight Steel Discharge Joints in various lengths (all 15,000 psi rated);</li> </ul>

	<p>u. 40' Container with 2-year Spare and consumable parts package and shop. The list of quoted items shall be given.</p> <p>v. Casing circulating head for the following CSG sizes:</p> <ul style="list-style-type: none"> <li>- 13-3/8" CSG, BTC thread;</li> <li>- 9-5/8" CSG, BTC thread;</li> <li>- 7" CSG, BTC thread.</li> <li>- 4-1/2 " CSG, BTC thread.</li> </ul> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment.</p>
BATCH MIXER	<p>100 barrels capacity cement batch mixer (2 x 50 barrels single-twin unit is also acceptable): Trailer/Truck mounted/Skid mounted with circulating/jet mixing system agitator</p> <p>The batch mixer should be complete with all standard equipment, gadgets, pipe fittings, etc., necessary for preparing cement slurries</p>
CEMENTING HEADS WITH QUICK CHANGE ADAPTER	<p>9 5/8" Standard double plug cementing head (5000 PSI) with quick coupler/adapter, featuring a bottom buttress pin thread connection, along with a double manifold for 9 5/8" casing</p> <p>7" Standard double plug cementing head (5000 PSI) with quick coupler/adapter, featuring a bottom buttress pin thread connection, along with a double manifold for 7" casing</p>
BULK PLANT BLENDING FACILITY & BLENDED MATERIALS STORAGE	<p>For accurate blending, weighing, measuring and proportioning of cement and additives:</p> <ol style="list-style-type: none"> <li>a. 1,100 ft<sup>3</sup>ASME standard compliant Silos for cement materials storage depending on rig layout and location area</li> <li>b. 275 SCF pressure/vacuum compressors suitable for 2 silos of 1,100 ft<sup>3</sup>.</li> <li>c. 330 ft<sup>3</sup> Scale Tank with pressure/vacuum dust collector</li> <li>d. 330 ft<sup>3</sup> Blend Tank with pressure/vacuum dust collector</li> <li>e. 660 ft<sup>3</sup> Pneumatic Bulk Trailer w/ compressor</li> <li>f. Computerized Electronic Weighing System</li> </ol> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment.</p>
EXTRA LINES AND VALVES	<p>TBD per location and rig layout.</p> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment.</p>

The cementing unit should be mobile, self-driven or trailer-mounted, suitable for all types of pressure pumping services including cementing, stimulation and general pumping services. It should feature twin high-pressure pumps, a self-contained centrifugal supercharger, circulating mixing system, hoppers, feed water pump, and other necessary equipment. The cementing unit and auxiliary equipment should be complete in all respects for the cementing jobs.

### g3. Consumables

The Contractor shall deliver cement and various cement additives for the service at the well site. The cost of consumables will be reimbursed based on actual consumption, upon submission of documentary evidence of actual usage by the Contractor. The Contractor is required to stock enough cement and additives at the site for any eventuality. The leftover cement and additives will not be repurchased under any circumstances after completion of the wells.

The cement and various cement additives supplied by the Contractor must conform to international packaging standards and have a shelf life of at least one year from the date they reach the well site. Cement and all additives in sacks or drums shall be handled on proper pallets or in containers to ensure safe and smooth transportation.

The contractor is responsible for performing the necessary calculations based on the casing depths specified in the Reference Drilling Program and Reference Well Design documents to ensure the adequate supply of cement and cement additives. Table 7 shows the tentative parameters for cement slurry formulation.

**Table 7 - Tentative parameters for cement slurry formulation.**

Parameter	13 3/8" Surface Casing Cement Job	9 5/8" Anchor Casing Cement Job	7" Production Casing Cement Job
<b>Density, ppg</b>	15,4	15,4	15,4
<b>Fluid Loss, cc</b>	120	100	80
<b>Free Water</b>	Zero	Zero	Zero
<b>Thickening Time</b>	5 hrs	5 hrs	5 hrs
<b>Remarks</b>	Stab-in Cement Job G-Class + 40% SiF + accelerator	Stab-in Cement Job with G-Class + 40% SiF + CFR-2 + Halad-22 + Defoamer followed by 14,5-15,8 ppg Backfills as required (G-Class + 40% SiF + Halad-22 + Accelerator)	Conventional 2 plug (bottom and top) cement job with G-Class + 40% SiF + CFR-2 + Halad-22 + HR-12 + Defoamer followed by 15,4-15,8 ppg Backfills as required (G-Class + 40% SiF + Halad-22 + Accelerator)

Cement and Cement additives:

- API G-Class High Sulfate Resistance (HSR) cement;
- Silica Flour;
- Low Temperature Fluid Reducer;
- Low Temperature Retarder;
- High Temperature Fluid Reducer;
- High Temperature Retarder;
- Friction Reducer;
- Defoamer;

- Anti-Settling Agent;
- Spacer Additives;
- Surfactant;
- Accelerator.

#### **g4. Personnel Requirements**

- The Contractor shall deploy one (1) competent and trained Cementing Engineer/Servicing Engineer. The Cementing Engineer should possess a minimum of five (5) years of relevant work experience.
- The Contractor shall deploy one (1) competent and trained Cementing Unit Operator. The Cementing Unit Operator should possess a minimum of five (5) years of relevant work experience.
- Adequate number of Helpers to assist the Engineer and Operator during the jobs at rig site.

#### **h. Drilling Fluids Services**

##### **h1. Scope of Services**

The Contractor is required to provide comprehensive drilling fluid services, which include but not limited to the following:

- ✓ Performing Drilling Fluids Engineering planning and design, as well as mud preparation and maintenance required for drilling and completion across all phases of the exploratory wells.
- ✓ Supplying drilling fluid chemicals/additives, along with equipment and consumables including laboratory facilities and reagents.
- ✓ Providing a well-site laboratory equipped with mud testing equipment, tools, accessories, and reagents necessary to conduct testing of drilling fluid for the exploratory drilling program.
- ✓ Deploying qualified and competent personnel to carry out Drilling Fluids Engineering Services throughout the drilling period.
- ✓ Providing the Engineer with all technical literature, including hydraulics, surges, swab data, and all other drilling fluid-related calculations, along with detailed drilling fluid histories and drilling fluid programs.
- ✓ Testing of drilling fluid samples for all parameters at least twice a day or as per operational requirements
- ✓ Providing a daily operational report to the Engineer, which includes hydraulics, drilling fluid parameters, volume of drilling fluid prepared and consumed, consumption of chemicals and additives, and status of solid control and waste-management equipment, in a standard format.

##### **h2. Drilling Fluids Laboratory**

To perform the jobs specified in the Scope of Service, adhering to API standards, the Contractor shall deploy a complete Drilling Fluids Laboratory at the site. This laboratory shall be equipped with various equipment, tools, accessories, and consumables in perfect working condition.

The Contractor shall ensure that its Drilling Fluids Laboratory and all other testing equipment are deployed in excellent condition and perfectly working order as required. Maintenance of these facilities, including the supply of spares and consumables throughout the contract duration, will be prioritized to ensure trouble-free and uninterrupted operation. Periodically, the on-site stock position of spares and critical parts must be reported to the Engineer.

### **h3. Drilling Fluids Program**

The Contractor shall deliver drilling fluid chemicals/additives for the service at the well site. The cost of consumables will be reimbursed based on actual consumption, upon submission of documentary evidence of actual usage by the Contractor. The Contractor is required to stock enough drilling fluid chemicals/additives at the site for any eventuality. The leftover drilling fluid chemicals/additives will not be repurchased under any circumstances after completion of the wells.

The drilling fluid chemicals/additives supplied by the Contractor must conform to international packaging standards and have a shelf life of at least one year from the date they reach the well site. Drilling fluid chemicals/additives in sacks or drums shall be handled on proper pallets or in containers to ensure safe and smooth transportation.

The Contractor is responsible for performing the necessary calculations based on the hole sizes, casing depths, total or partial loss circulation zones specified in the Reference Drilling Program and Reference Well Design documents, to ensure the adequate supply of drilling fluid chemicals/additives. Table 8 shows the tentative parameters and chemical/additives for drilling fluid formulation.

**Table 8 - Tentative parameters and chemical/additives for drilling fluid formulation.**

Drilling Fluid System for 17 1/2 inch Hole Section (Spud Mud)	
Fluid Properties	Parameters
MW (ppg)	8,5-9,5
FV (sec/qt)	50 - 70
YP (lb/100 ft <sup>2</sup> )	20 - 30
PV (cp)	ALAP
API Fluid Loss	-
pH	10,5 - 11,5
MBT	< 25
LGS Solid	< 8
Sand	< 1
Chemicals required for Spud Mud	
Chemicals	Concentration, lb/BBL
Bentonite	17,5-25
Barite	As per requirement
Caustic Soda	As per requirement
CMC (HV)	0,25-0,50
Soda Ash	As per requirement

Drilling Fluid System for 12 1/4 inch Hole Section (WBM)	
Fluid Properties	Parameters

MW (ppg)	8,5 - 9,5
FV (sec/qt)	50 - 70
YP (lb/100 ft <sup>2</sup> )	20 - 25
PV (cp)	ALAP
API Fluid Loss	< 10
pH	9,5 - 10,5
MBT	< 25

LGS Solid	< 8
Sand	< 1
<b>Chemicals required</b>	
Chemicals	Concentration, lb/BBL
Bentonite	10,0-15
CMC (HV)	0,25-1
CMC (LV)	0,25-1
Xanthan Gum	0,25-0,75
Chrome Free Lignosulphanate	0,25-1
Caustic Soda	As per requirement
Soda Ash	As per requirement

Drilling Fluid System for 8 1/2 inch Hole Section (WBM)	
Fluid Properties	Parameters
MW (ppg)	8,5 - 9,5
FV (sec/qt)	40 - 55
YP (lb/100 ft <sup>2</sup> )	20 - 25
PV (cp)	ALAP
API Fluid Loss	< 8
pH	9,5 - 10,5
MBT	< 20
LGS Solid	< 7
Sand	< 1
<b>Chemicals required</b>	
Chemicals	Concentration, lb/BBL
Bentonite	10,0-15
PAC (LV)	0,25-1,25
PAC (HV)	0,25-0,75
Xanthan Gum	0,25-0,75
Chrome Free Lignosulphanate	0,25-1
Caustic Soda	As per requirement
Soda Ash	As per requirement

Drilling Fluid System for 6-inch Hole Section shall be High pH water w/ Hi-vis polymer-water sweeps. The supply of adequate water for drilling fluid preparation will be facilitated by the Employer.

The quality of drilling fluid chemicals/additives proposed and supplied shall meet or exceed API Rp 13B-1 or ISO 13500 specifications with regards to quality.

While the wells are planned to be drilled using the provided drilling fluid systems, the Engineer reserves the right to use another drilling fluid system (aerated mud, aerated water, foam or stiff foam) if the well conditions require it or for any other reason deemed necessary.

#### **h4. Personnel Requirements**

Throughout the contract period, the Contractor shall employ enough qualified and competent personnel, including two (2) on-site Drilling Fluids Engineers working on a 12-hour shift basis as required for the service.

The Drilling Fluids Engineers should possess a minimum of five (5) years of relevant work experience. Adequate number of Helpers to Drilling Fluids Engineer during the jobs at rig site.

### **i. Aerated Drilling Services**

#### **i1. Scope of Services**

The Contractor is required to provide Aerated Drilling Services, which include but are not limited to the following:

- ✓ Performing Aerated Drilling Engineering planning and design, as well as operating and maintaining the underbalanced drilling equipment, ancillary equipment, and other associated equipment required for drilling and completion across all phases of the exploratory wells.
- ✓ Mobilization of tool / equipment / consumables / personnel to drilling location and inter-location movement of tool / equipment / consumables / personnel from one drilling location to another.
- ✓ Deploying qualified and competent personnel to carry out Aerated Drilling Services throughout the drilling period.
- ✓ Providing records (countersigned by the Engineer) for daily activities. Detailed reports on daily operations, including - but not limited to - the service provider's name, detailed list of additive types and concentrations, recorded pressures, volumes of air vs. water pumped, and quantities of foaming agents.
- ✓ Ensuring detailed standard operating procedures, including safety procedures, are provided to the satisfaction of the Engineer and to ensure compliance with these procedures.

#### **i2. Equipment to be Deployed by the Contractor**

The Contractor shall provide all necessary equipment and materials, including backups as necessary, to perform the jobs specified in the Scope of Service above. The list of equipment and materials may include backups to prevent disruptions.

**Table 9 - Aerated Drilling Service: Equipment to be deployed by the Contractor.**

<i><b>Equipment</b></i>	<i><b>Technical Specifications and Standards</b></i>
	a. Compressors, 1,150 scfm at 350psi.

UNDER BALANCED DRILLING PACKAGE	<p>b. Boosters, continuous output, 2,700 scfm at 2,500 psi.</p> <p>c. 2" Orifice meter run with recorders</p> <p>d. sets of delivery lines, 3,000 psi WP, threaded connections, c/w unions, length TBD.</p> <p>e. Rig floor manifolds, to bypass delivered air and blow down standpipe pressure.</p> <p>f. Float valve subs, size and specifications TBD per drill string.</p> <p>g. sets Wireline Retrievable Float Subs.</p> <p>h. Chemical injection pump for use with above equipment.</p> <p>Field office and workshop c/w data recorders/display, software, and hardware required to operate unit (20' Container / ISO)</p> <p>Atmospheric Geothermal Separator and pipes, valves and accessories for separator installation.</p> <p>i. Banjo Box, 11" API 3000 psi.</p> <p>j. Drilling Soap</p> <p>k. Blooie line and valves for 11" API 3000 psi Banjo box lateral outlet. TBD as function of wellhead and separator configuration.</p> <p>l. Mist pumps for use with above equipment c/w mixing tank.</p> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment for continuous operation.</p>
---------------------------------	---

### **i3. Consumables**

The Contractor is expected to exercise meticulous planning and approach to meet the requirements without effecting operation.

Required drilling detergent (Foaming Agent or Drilling soap/surfactant, sodium salt based for high-temp, Tel-Foamer or equivalent) and, if any, additional additives required shall be supplied and transported by the Contractor to well sites. Contractor shall provide Material Safety Data Sheets (MSDS) for all materials, chemicals, etc. provided by Contractor.

### **i4. Personnel Requirements**

The Contractor shall employ enough qualified and competent personnel, including two (2) on-site Aerated Drilling Engineers and two (2) on-site Aerated Drilling Operators working on a 12-hour shift basis as required for the service

The Aerated Drilling Engineers and Aerated Drilling Operators should possess a minimum of five (5) years of relevant work experience.

Adequate number of Helpers to Aerated Drilling Team during the jobs at rig site.

### **j. Mud Logging Services**

### j1. Scope of Services

The mud logging services shall be provided on a 24 hours per day, 7 days per week basis while the rig is operating. The services shall be provided in the way that Geologists and Data Engineers must be assigned in order to assure timely and correct performance of the service, with the overall objective of providing a correct and efficient management of the drilling activities, in particular as refers to planning of casing shoes, coring operations, P&T logging and SFTT, as detailed hereafter.

The above professionals will conduct the activities in the framework of mud logging services that will be performed during drilling operations, with systematic monitoring and recording of drilling parameters, collection and petrographic study of cuttings, and petrographic study of cores (if any), including preparation and analysis of thin sections for the evaluation of hydrothermal (secondary) mineralogy.

### j2. Equipment to be Deployed by the Contractor

The below listed equipment will enable comprehensive monitoring and recording of all drilling and geological parameters (Table 10).

**Table 10 - Equipment for comprehensive monitoring and recording of all drilling and geological parameters.**

<i>Equipment</i>	<i>Technical Specifications and Standards</i>
<b>MUD LOGGING UNIT</b>	<p>Mud logging laboratory, container or trailer, to be located at the drilling site, should include software and hardware needed to prepare computer generated mud log and daily reports to support the drilling operation.</p> <p>Instruments to be included with the unit are Hook load / Weight on Bit, Standpipe Pressure, Rotating Torque and RPM, Pump Speeds and Count Totals, Pit Volumes and Total/Fluid Gain/Loss, Mud Temperatures In/Out, Flow Out, Wellhead / Casing Pressure, Block position, Rate of Penetration, Depth and Bit Depth, MSE (Mechanical Specific Energy), Gas Sensors for H<sub>2</sub>S and CO<sub>2</sub>.</p> <p>Binocular microscope</p> <p>The unit should include tools and equipment required for preparation and analysis of thin sections for the evaluation of hydrothermal (secondary) mineralogy. Tools and equipment include but not limited to:</p> <ul style="list-style-type: none"> <li>- Rock saw, Lapping machine, Grinding powders (80, 120, 200, 400, 600), Glasses and covers, Epoxy glue 2 components, Loctite UV cure adhesive, Petro-thin rock saw and polishing, Thin sections containers, Petrographic microscope, Digital camera with accessories to fit microscope, Mermet oven, Diamond scribes, Micrometer screw gauge, Laboratory Stickers for labelling, 50 ml and 10 ml Measuring cylinders, 20 ml pipette (30 pieces), 10 ml pipette (20 pieces), 5 ml pipette (20 pieces), 100 ml beaker (10 pieces), 50 ml beaker (10 pieces), Wash bottle (6 pieces), Reagent bottles with droppers (4 pieces), 20 liters of Acetone (analytical grade), distilled water, 200 ml Teflon beakers, Small spatulas (4 pieces), Teflon containers (2 sets), Small UV lamps, Small pliers (4 pieces), Mouth and nose masks, goggles, lab gloves, plastic apron</li> </ul> <p>The unit should also include equipment needed to provide internet access, carbide for checking circulation time, and ethylene blue test kit.</p> <p>Real-time data to be displayed on color monitors at least at:</p> <ul style="list-style-type: none"> <li>- Engineer office;</li> <li>- Rig manager office;</li> </ul>

	<p>- Rig floor driller's console.</p> <p>Displayed parameters to be user-selectable requiring a suitable interface at each monitor.</p> <p>Contractor shall include office supplies including sample storage materials sufficient for continuous operation.</p> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment for continuous operation.</p>
--	--

### **j3. Minimum Parameters to be Monitored**

The logging unit will allow the monitoring, displaying and recording of the following parameters:

- Weight on hook
- Hook height
- Standpipe pressure
- Wellhead pressure (low- and high-pressure transducers with the low-pressure gauge protected from over pressurizing: Low 0 - 50 bar, High 0 - 400 bar)
- Mud temperature at suction pit (0 - 200 °C)
- Mud temperature at possum belly (0 - 200 °C)
- Mud temperature at the wellhead (0 - 200 °C)
- Gas detection and alarms for H<sub>2</sub>S and CO<sub>2</sub> with monitors at the possum belly, driller's position, and bell nipple
- Pit volumes in all mud tank compartments
- Rotating torque (from Top drive unit and from rotary table)
- Pump stroke rate for each triplex mud pump
- Total strokes for each triplex mud pump
- Flow line flow indicator

### **j4. Quantitative Derived Units**

The following parameters shall be derived through the mud logging services:

- Flow rate into the well
- Rates of penetration both "instantaneous" over a short time interval and averaged over a meter
- Mud pit gain and loss both as a volume as a rate
- Pump rates per pump and total
- Trip tank volumes compared to changing displacement volumes as tubulars are run into or pulled from the well
- Depth to bottom of drill-string or casing in the well
- Weight on bit
- Overpull

- Lag time
- Annular velocities

Note that all transducers and associated fittings shall be rated for ANSI class 900 minimum.

## j5. Geological Monitoring

Contractor's Site Geologists/Mud Loggers or other onsite personnel shall collect, wash and bag samples of cuttings 5 m (or as specifically indicated by Engineer) intervals and shall study the cuttings and provide descriptions of mineralogy, alteration and lithology on a 24 hours per day, 7 days per week basis while the rig is operating. The study of mineral alteration shall be also performed on thin sections on selected samples of cuttings with a frequency to be agreed with Engineer

The Geologist shall estimate the formation temperature based on the geothermal alteration of the minerals and recommend the setting depth of the casings, in particular for the 7" production casing.

In particular, the following tasks shall be performed by the Contractor under the supervision of the Site Geologist of the Consultant:

- continuous automatic monitoring and recording of the drilling parameters: drilling depth and rate of penetration, WOB, RPM, pump strokes (instantaneous and total), mud temperature (in-out), mud level in the pit, stand-pipe pumping pressure, etc.;
- collection of cuttings at 5 m intervals (or as specifically indicated by Supervising Well Site Geologist) into 2 plastic bags of 250 ml;
- analysis of cuttings with reflected light microscope;
- preparation of thin sections both from cuttings (tentatively at 20 m interval) and cores (or as specifically indicated by Supervising Well Site Geologist);
- study of thin sections with polarized light microscope;
- collection of data referring to the main events recorded during drilling such as: partial and total circulation losses, well kicks, sudden changes of stand pipe pressure, etc.;
- reconstruction of the stratigraphic series;
- study of hydrothermal mineral parageneses and thermal state of the encountered series;
- assessment of permeability conditions;
- contribution to planning of casing shoes, coring operations, P&T logging and SFTT;
- collection of useful data for a correct and efficient planning and management of the drilling activities.

## j6. Data Recording and Presentation

All data collected shall be centrally recorded continuously electronically and backed up onto "permanent" media such as servers, CD's and similar. All data shall be presented on CD's or memory sticks with strip charts containing those parameters as agreed by Engineer.

Real-time data shall be displayed on colour monitors, with one monitor each for Engineer, Rig Manager, directional drillers, and rig floor driller's console. Displayed parameters shall be user-selectable, requiring a suitable interface at each monitor.

The Contractor shall supply bags for the cuttings and boxes for storage of the cutting bags, and all consumables required for the day to day running of the mud logging equipment.

Long term storage of the sample bags shall be the responsibility of the Employer.

### **j7. Personnel Requirements**

The Contractor shall employ enough qualified and competent personnel, including two (2) on-site Well Site Geologists and two (2) on-site Data Engineers working on a 12-hour shift basis as required for the service. The Well Site Geologists and the Data Engineers should possess a minimum of five (5) years of relevant work experience.

An adequate number of Helpers to the Mud Logging Team during the jobs at rig site shall be provided.

## **k. Well Logging and Testing Services**

### **k1. Scope of Services**

The Contractor shall provide slickline well logging and well testing services in support of the Exploration Drilling Program. The work shall include, but not be limited to:

- ✓ provision of all personnel for planned field activities;
- ✓ provision of rented equipment and instruments for well logging, production monitoring and field geochemical monitoring;
- ✓ design and supply of production equipment (production line, atmospheric separator and weir box channel);
- ✓ preparation of daily reports; preparation of the well logging and testing section of Drilling Completion Report; preparation of well production test report.

The well logging and testing crew will be responsible for the execution of measurements and tests which could be required during both drilling and testing of wells. The Contractor will be responsible for the rig-up and rig down of testing equipment and for the security of wellhead valves against operation by unauthorized personnel, which may be achieved by appropriate security or fencing, or by chains and locks. The separated brine during short discharge tests will be stored in a dedicated pond made available by the Employer at the well pad.

The Contractor shall be responsible for the sampling, treatment, field analysis and sample preparation for shipping, chemical and isotopic analysis will be performed by a suitable chemical laboratory at the expense of the Contractor. Employer will be responsible for only guidance and assistance to Contractor on correspondences and permits for the shipment. The cost of shipment of the samples and analyses will be considered in the rates of the service.

### **k2. Required Services**

The Engineer will supply a Reference Well Testing Program and a Well Testing Protocol to serve as a general guide throughout the entire logging and testing campaign. The well logging and testing services required during drilling, well completion, well warm-up and production tests are described here below. Production tests will be performed on self-discharge slim holes by using the so-called Russel James method by combining the lip pressure and the weir box brine level measurements (James 1962; 1966; 1970; Grant and Bixley, 2011).

## P&T logging during drilling

P&T logs might be performed before the running of 7" casing and 4-1/2" liners. The running of additional P&T measurements (logs or temperature build-up) might be decided depending on the requirements of drilling operation management.

## Completion tests

Completion tests will be carried out after completion of the drilling activities and running of 4 1/2" perforated liner. The completion tests shall include:

- P&T log under shut-in conditions.
- Water Loss Test (WLT) conducted running a PTS (pressure, temperature, spinner) tool before and during continuous cold water pumping to identify the location of the permeable zones within the open hole and possibly to quantify the relative contribution of each of the zones identified to the overall well injectivity.
- step rate injection test conducted recording P&T at a given depth during cold water pumping from surface, to obtain the overall open hole injectivity index.
- fall off pressure recording at the end of step rate injection test.
- P&T log under shut-in conditions.

## Well warm-up

Periodical P&T logs will be run after the completion tests during the well warm-up under shut-in conditions. The actual logging program will be defined according to well behavior and overall operation requirements (i.e. rig moving). Tentatively, logs shall be run after 2, 4, 7, 15, 30 days since the end of completion tests.

## Well production tests and geochemical monitoring

After the necessary warm-up period, production tests shall be performed on each well showing characteristics suitable for its discharge. The testing equipment will include: a T shaped spool, a side spool with sampling ports, a side 8" ANSI 900 throttling valve, an 8" horizontal line equipped with sampling ports (Drawing 1) and a critical discharge pipe (lip pressure pipe) (Drawing 2), an atmospheric separator/silencer equipped with a weir box for separated brine flow measurement (Drawing 3). The monitoring of well discharge shall allow to evaluate the total mass and the production enthalpy of discharged fluids at different discharge regimes as function of WHP. At least one flowing PTS log shall be run and possibly one pressure transient shall be recorded, either during the discharge test or as a pressure build-up after well shut-in.

In addition to flow rate and enthalpy measurements at different WHP regimes, geochemical monitoring of geothermal fluids shall be conducted with fluid sampling for both field and laboratory chemical and isotopic analysis.

Downhole PTS logging and pressure transients shall be performed for the characterization of well discharge and geothermal reservoir properties.

Geochemical monitoring during production tests will be performed both (i) at the weir box of the atmospheric separator/silencer through the collection of separated brine samples and (ii) from the side spool with sampling ports and/or the horizontal line equipped with sampling ports carrying two-phase geothermal fluids.

Sampling of two-phase geothermal fluids will be carried out by using a small-size geochemical sampling line comprising as described in next paragraph, for the sampling of brine, vapor condensate and gases along the two-phase discharge line.

Sampling of separated brines and condensed steam will be carried out preparing the different aliquots needed for laboratory analysis through filtration, acidification and dilution. Samples of separated brines samples and condensed steam will be stored in High Density Poly-Ethylene (HDPE) bottles and conserved in a refrigerator until shipment to the laboratory entrusted of chemical and isotopic analyses.

Samples of steam plus non-condensable-gases will be collected in prepared evacuated glass bottles with gas-tight stopcocks containing an alkaline solution according to best practice. Samples of dry non-condensable-gases will be collected in glass bottles with two gas-tight stopcocks. The following parameters will be measured on-site on each sample of separated brine and condensed steam: pH and temperature of pH measurement, electric conductivity (EC) and temperature of EC measurement, Eh, alkalinity and sulfide. The number of samples to be collected will be agreed at a later stage.

### **k3. Equipment and Materials to be Provided**

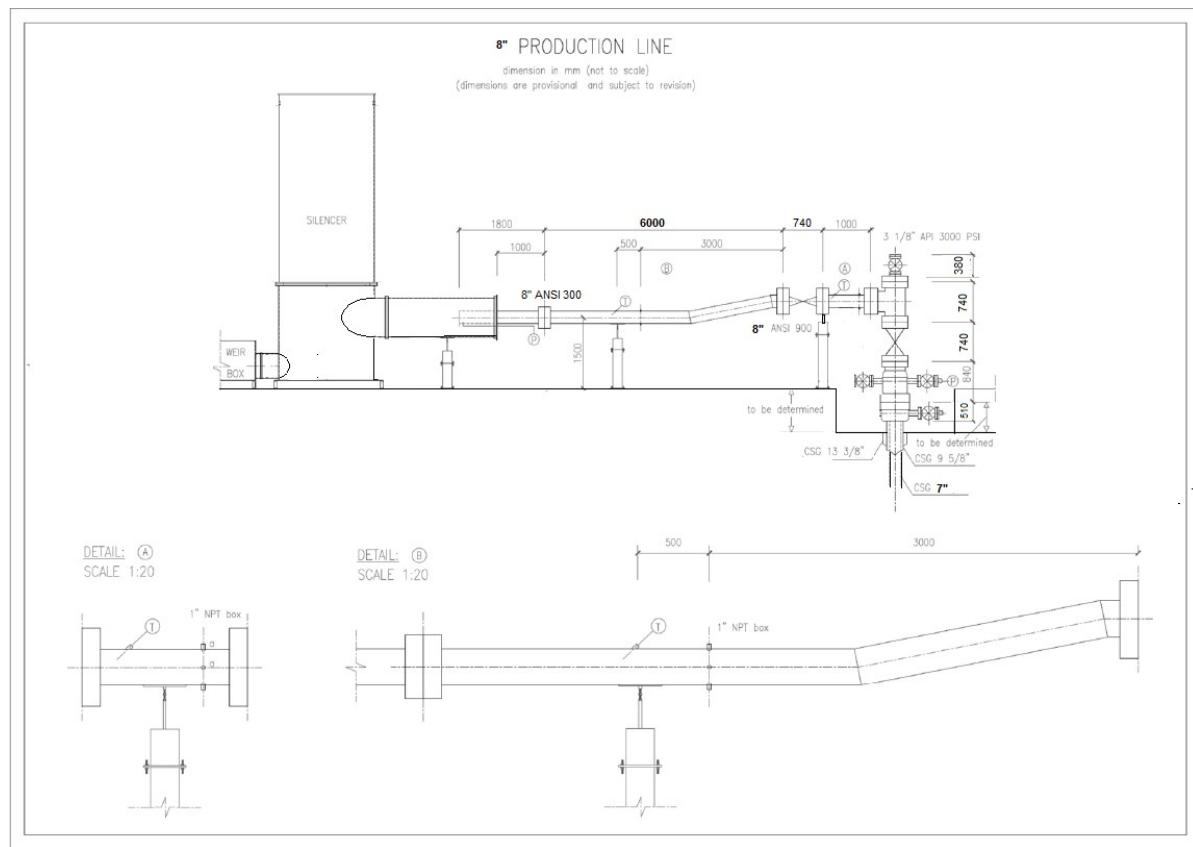
The Contractor will provide the logging and testing equipment listed below as per the technical specification provided below.

**Purchased Equipment:** Equipment for production testing that should be provided and handed over to the Employer at the end of the project (Table 11).

**Table 11 - Equipment for production testing, technical specifications and standards.**

Equipment	Technical Specifications and Standards
<b>WELL TESTING</b>	<p><b>WELL TESTING PRODUCTION LINE</b></p> <ul style="list-style-type: none"><li>○ <b>8" (DN 200mm) well testing production line (Drawing 1), composed by:</b><ul style="list-style-type: none"><li>- n. 1 T-shaped wellhead spool flanged 8" ANSI 900 RTJ.</li><li>- n. 1 Spool flanged 8" ANSI 900 RTJ, 1 m long, with welded sockets for:<ul style="list-style-type: none"><li>* n. 2 pressure monitoring, ½" NPT box thread;</li><li>* fluid sampling, ½" NPT box thread;</li><li>* temperature monitoring, 3/4" NPT box welded with axis at 45° with respect to the spool axis;</li></ul></li><li>- n. 1 8" ANSI 900 gate valve, geothermal trim.</li><li>- n. 1 production line, 10 m long, flanged 8" ANSI 900 RTJ at the inlet side, then flanged 8" ANSI 300 RTJ; steel pipe according to API 5L grade B schedule 40, with welded sockets as above for pressure &amp; temperature monitoring and fluid sampling;</li></ul></li><li><b>b. set of lip pipes (Drawing 2)</b> for critical pressure measurements with ¼" hole with axis at a distance of ¼" from outlet pipe end with welded socket NPT box thread, total length 2 m, of following sizes:<ul style="list-style-type: none"><li>* n. 1 reduction cone flanged 8" ANSI 300 RTJ and 5" ANSI 300 RTJ;</li></ul></li></ul>

<b>PRODUCTION LINE</b> <i>(Figures 9 and 10)</i>	<ul style="list-style-type: none"> <li>* n. 1 6" (DN 150mm) lip pipe (1.8m long), flanged at inlet side 8" ANSI 300 RTJ, with reduction cone from 8" to 6";;</li> <li>* n. 1 5" (DN 125mm) lip pipe (1.5m long), flanged at inlet side 5" ANSI 300 RTJ;</li> <li>* n. 1 4" (DN 100mm) lip pipe (1.5m long), flanged at inlet side 5" ANSI 300 RTJ, with reduction cone from 5" to 4";;</li> <li>* n. 1 3" (DN 80mm) lip pipe (1.5m long), flanged at inlet side 5" ANSI 300 RTJ, with reduction cone from 5" to 3".</li> </ul> <p><b>c. n. 1 3" lip pipe</b> (DN 80mm) for vertical discharge, flanged 3-1/8" API 3000 psi at the inlet end, with <math>\frac{1}{4}</math>" hole at a distance of <math>\frac{1}{4}</math>" from outlet plane pipe end, c/w welded socket NPT box thread.</p> <p><b>d. 8" production line accessories.</b> Set of stainless-steel fittings for installation of pressure and temperature gauges, sampling ports, etc), 3000 psi minimum WP for geothermal service, including:</p> <ul style="list-style-type: none"> <li>- <math>\frac{1}{2}</math>" needle valves, <math>\frac{1}{2}</math>" NPT female thread;</li> <li>- <math>\frac{1}{2}</math>" ball valves, <math>\frac{1}{2}</math>" NPT female thread;</li> <li>- <math>\frac{3}{4}</math>" thermometer pockets, 3/4" NPT male thread;</li> <li>- <math>\frac{1}{4}</math>" NPT plugs;</li> <li>- <math>\frac{1}{2}</math>" NPT plugs;</li> </ul>
	<ul style="list-style-type: none"> <li>- <math>\frac{3}{4}</math>" NPT plugs;</li> <li>- <math>\frac{1}{2}</math>" male NPT ' <math>\frac{1}{2}</math>" male NPT adapters;</li> <li>- <math>\frac{1}{4}</math>" male NPT ' <math>\frac{1}{4}</math>" male NPT adapters</li> <li>- <math>\frac{1}{2}</math>" NPT thread cooling siphon for pressure gauges.</li> <li>- Swagelok or equivalent tube and fittings.</li> </ul> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, and maintaining the equipment for continuous operation.</p>
<b>ATMOSPHERIC SEPARATOR (Figure 11)</b>	<p><b>a.</b> Vertical atmospheric separator/silencer, built in the following separate sections for easy transport, rig-up and rig-down:</p> <ul style="list-style-type: none"> <li>- inlet pipe 800 mm ID, 5 m length; flanged at the outlet for connection with the separator base.</li> <li>- separator base 2.4 <math>\square</math> 2.7 m, with a tower of about 2.4 m OD, 2 m height; flanged brine outlet for connection to the weir box channel, with brine drainage outlet.</li> <li>- n.1 vertical tower 2.4 m OD, 3 m height.</li> </ul> <p><b>b.</b> channel 0.7m wide x 0.7m high, 2 sections of 2.0m, with flanged inlet to be connected with the separator brine outlet, and sharp edge triangular weir box (90°) at the channel outlet. With brine drainage outlets.</p> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment during project operation.</p>

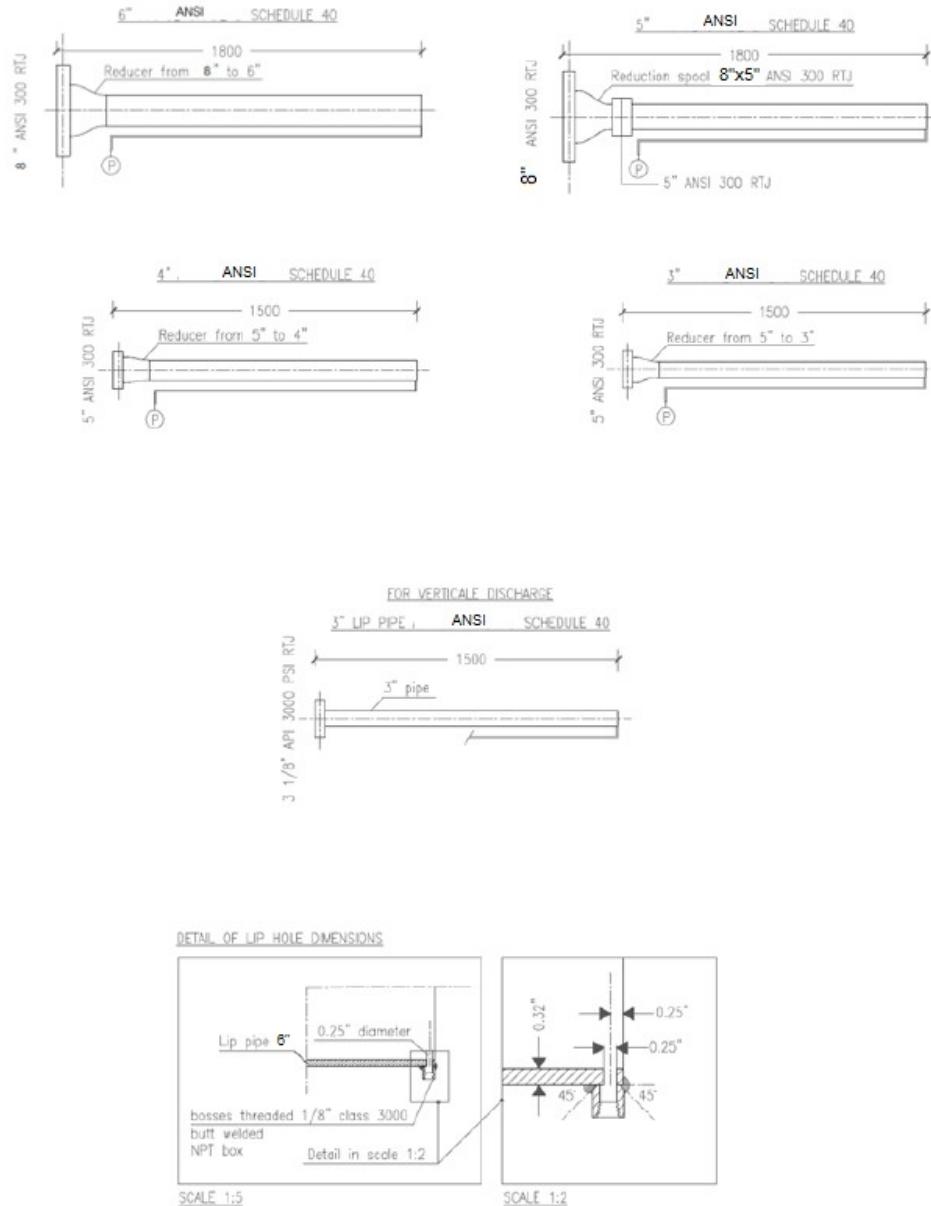


**Figure 9 - 8" Production Line assembly (preliminary design).**

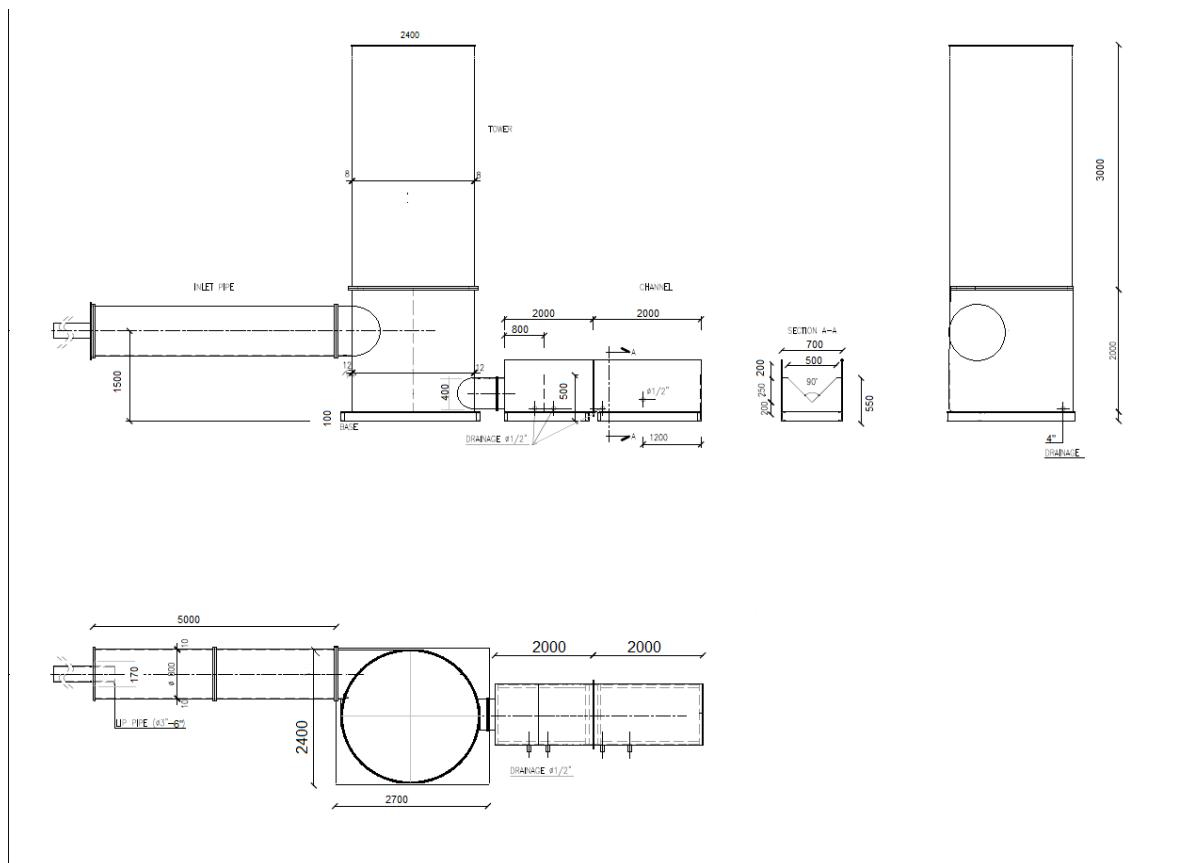


## LIP PIPE DETAILS (FOR 8" HORIZONTAL FLOW LINE)

(dimensions are provisional and subject to revision)  
dimension in mm (not to scale)



**Figure 10 - Lipe Pipe set (preliminary design).**



**Figure 11 - Atmospheric pressure separator (silencer) (preliminary design).**

**Rented Equipment:** Equipment for well logging and production monitoring that should be provided on a renting basis during the project (Table 12).

**Table 12 - Equipment for well logging and production monitoring, technical specifications and standards.**

Equipment	Technical Specifications and Standards
<b>PRESSURE TEMPERATURE SPINNER (PTS) TOOLS</b>	<p>Quantum Geothermal Kuster™ K10 or equivalent: slickline conveyed, flashed electronic memory recorder with pressure / temperature / spinner sensors.</p> <p>* memory: 3,500,000 sets (pressure/temperature/flow)  * min. sampling rate: 1 sec.  * resolution:  pressure: 0.0003% of full scale  temperature: 0.001°C  * accuracy:  pressure accuracy: +/- 0.024% F.S.  temperature accuracy: +/- 0.25°C  * operating pressure: 0-8,500 psi  * operating temperature: 300°C to 6 hours, 350°C to 4 hours.  * flowmeter/spinner (continuous):  * OD: 2-1/8" or 1-11/16"</p>

	<ul style="list-style-type: none"> <li>* resolution: 0.005% F.S.</li> <li>* data: flow with directional sensing</li> <li>* flow rate: 30 rpm (min.) / 18,000 rpm (max.)</li> <li>* bull nose</li> </ul> <p>c/w</p> <ul style="list-style-type: none"> <li>- Depth unit to include:</li> </ul> <p>depth unit</p> <p>power supply</p> <p>USB cable</p> <p>digital encoder, adapter, and cable</p> <ul style="list-style-type: none"> <li>- battery pack</li> <li>- carrying case,</li> <li>- field tool kit &amp; handling tools.</li> <li>- Interface and software includes:</li> </ul> <p>interface unit</p> <p>Windows 10 OS</p> <p>operation/service manual</p> <p>cable connection: USB</p> <p><b>b. Wireline accessories</b></p> <ul style="list-style-type: none"> <li>* n.4 wire line sockets</li> <li>* n.2 instrument slide 1-1/2" body OD, 3/4-16 pin ' box.</li> <li>* n.1 wire line grapnel 1-1/4" 3/4-16 pin.</li> <li>* n.1 shock absorber 1-1/2" 5/8" API pin ' box</li> <li>* n.2 4" centralizers 1-1/2" body OD, 5/8" API pin ' box</li> <li>* n.6 sinker bars lead fill, 1-1/4" OD, length 3", 5/8" API pin ' box.</li> <li>* n.2 sinker bars lead fill, 1-1/4" OD, length 2", 5/8" API pin ' box.</li> <li>* n.2 universal joints 1-1/4" OD box 3/4-16 – pin 3/4-16.</li> <li>* n.2 universal joints 1-1/4" OD box 5/8" API – pin 5/8" API.</li> <li>* n. 2 adapters 1-1/4" OD.</li> <li>* n. 2 cross-over 1-1/4" OD.</li> <li>* n.1 wireline grab, 3 prongs, 5/8" API pin.</li> </ul> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment for continuous operation.</p>
	<p><b>a. N.1 Slick line winch unit, trailer mounted for off-road use, hydraulic operated diesel powered, single drum for line sizes up to 0.108". Complete with:</b></p> <ul style="list-style-type: none"> <li>- 6,100 m (20,000') 0.108" stainless steel line (slick line);</li> <li>- handling tools;</li> <li>- safe line spooling guide;</li> <li>- minimum of following counters: <ul style="list-style-type: none"> <li>i. line tension display</li> <li>ii. line speed display</li> </ul> </li> </ul>

<b>SLICKLINE WINCH UNIT (TRAILER MOUNTED)</b>	<p>iii. depth display</p> <p><b>b.</b> 3" x 18 feet 3000 psi lubricator, H<sub>2</sub>S resistant for geothermal applications. composed by:</p> <ul style="list-style-type: none"> <li>- n.1 wellhead adapters flanged 3-1/8" API 3M with top quick union connection;</li> <li>- n. 1 3" 3M wire line manual BOP with quick union connection;</li> <li>- n. 3 3" x 6 ft joints (3" ID: 4 3/4" - 4x2 thd quick unions);</li> <li>- n.1 bleed-off sub with 1/2" NPT port.</li> </ul> <p>- n.1 hydraulic slick line stuffing box (w/ pack-off element and grease head) and sheave for 0.108" slick line, complete with manual hydraulic pump.</p> <ul style="list-style-type: none"> <li>- n.2 bottom sheaves;</li> </ul> <p>- n.1 gin pole for the safe lifting of the lubricator, to be anchored at the final or production wellhead, complete of all needed accessories.</p> <p>- n.1 removable platform with the floor at approx. the level of the top flange of 3-1/8" – 11" adapter, to be used by the logging crew for slick line services. Complete of ladder, railings, and of all needed accessories.</p> <ul style="list-style-type: none"> <li>- handling tools for rig-up and rig-down, accessories and spare parts for continuous operation.</li> </ul> <p>Specifications must conform to geothermal HT service in the presence of H<sub>2</sub>S.</p> <p><b>c.</b> 3 1/2" DP pup joint 3 1/2" NC OD, Grade G-105, 15.50 ppf, 3-1/2" API IF (NC-38) pin connection at one end, flanged 3-1/8" API 3M at the other end. Total length of approx. 0.8 m.</p> <p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment for continuous operation.</p>
	<p><b>a. production parameters measurement and recording system.</b> The system shall be controlled by a data logger and shall allow the measurement, visualization and recording of the following parameters during the production tests performed at drilling sites (expected maximum parameter range is given):</p> <ul style="list-style-type: none"> <li>- WHP on one of the 2-1/16" API 3000 psi lateral outlets (0-100 barg);</li> <li>- WHP &amp; WHT on the 8" ANSI 900 production spool (0-100 barg, 0-250°C);</li> <li>- pressure &amp; temperature on the 8" production line (0-40 barg, 0-250°C);</li> <li>- pressure at the lip pipe (0-10 barg);</li> <li>- weir box level at about 1.2 m from weir box plate (0-40 mm);</li> </ul> <p>The system should be operated both by a battery set or by the AC rig site power network.</p>

	<p>The system shall be complemented with:</p> <ul style="list-style-type: none"> <li>- n. 3 pressure gauges for WHP monitoring on shut-in wells.</li> <li>- n. 2 portable thermocouples (0-250°C);</li> <li>- n. 2 portable piezometers for atmospheric pressure measurement (0-2 bara).</li> <li>- tool box with necessary handling tools.</li> </ul>
	<p>Above item(s) should have all the necessary accessory, tools and material required for rigging up, rigging down, operating, servicing, maintaining, and repairing the equipment for continuous operation.</p>

In addition to the above, the Contractor will supply on a rental basis the equipment, instrumentation and accessories needed for the geochemical monitoring during the production tests. The monitoring set will include but will not be limited to:

(a) geochemical sampling line comprising:

- (i) a cyclone-type mini-separator, including a pressure gauge, temperature probe, and sight glass
- (ii) one coil for condensing the separated steam
- (iii) one coil for cooling the separated brine
- (iv) one condensed-steam/non-condensable-gases separator
- (v) a water-displacement gas-meter and ancillary equipment

*Items (iv) and (v) will be used for on-site monitoring of the gas/steam ratio. (see ASTM Standard E 1675-04 for details on items i, ii, iii and further indications)*

- (b) HDPE bottles for storing brine samples; (c) glass bottles for storing gas samples;
- (c) pH-meter and buffer solutions for calibration;
- (d) electric conductivity meter and standard solutions for calibration;
- (e) mV-meter for Eh measurement and standard solutions for calibration;
- (f) equipment and reactants for on-site alkalinity determination;
- (g) equipment and reactant for on-site sulfide determination;
- (h) equipment and reactants for tracer tests performance;
- (i) demineralized water.

The Contractor shall be responsible for the mobilization and demobilization of the rented equipment to and from the Project Site. It will be responsible for transport, rig-up, operation, and rig-down of the equipment as required for the performance of logging and testing operations during drilling, completion tests, well warm-up and production testing.

The Contractor shall operate the monitoring system for the continuous measurement and recording of production parameters (atmospheric pressure, wellhead pressure and temperature, line pressure and temperature, lip pressure, weir box level).

The Contractor shall provide and operate all the equipment and instrumentation needed for geochemical monitoring during production tests.

#### **k4. Personnel Requirements**

Provision of qualified and experienced personnel to maintain and operate the equipment on site, and process and interpret data as required. All field personnel must be fluent in English and be able to

communicate the specifications, running procedures, parameters and capabilities of the services and equipment for which they are responsible. Contractor shall provide:

- N.1 Well Logging & Testing Engineer. The personnel must have at least 5 years' experience in the position specified.
- N. 1 Slickline Logging Operator. The personnel must be present at the site as part of the standard crew from commencement of logging activities until well completion.
- N.1 Geochemist. The personnel must have at least 5 years of proven experience in the specified position. He will perform geochemical monitoring during discharge tests.
- An adequate number of Helpers to the Mud Logging Team during the jobs at rig site

## I. Tangible Items

The Contractor shall supply Casings, Casing Accessories, Drill Bits, and Geothermal Wellhead components according to the respective specifications and standards outlined in this section.

Delivery Date as defined by Incoterms 2020 (or latest edition) shall be within 6 months from the date of signing the contract agreement. The Contractor agrees to supply tangible items prior to Commencement Date of Exploratory Drilling Program.

The Contractor shall deliver all items to the MS-1 Storage Area in accordance with Incoterms DDP (Delivered Duty Paid). Upon arrival, the Contractor shall be responsible for unloading, handling, and stacking the items properly to ensure safety and efficient organization.

The Contractor shall manage all aspects of transportation, loading, unloading, and handling. This includes ensuring the timely and safe delivery of goods and using appropriate lifting and handling equipment to prevent damage. Once delivered, the items must be stacked and stored in an organized manner for easy access and inventory management. The Contractor shall also take necessary precautions to protect the items from weather, contamination, or any potential hazards at the storage site. Any damages, losses, or delays resulting from improper handling or non-compliance with safety standards shall be the sole responsibility of the Contractor.

## II. Casings

The requirements for the supply of casings and liners are shown in Table 13.

**Table 13 - Casing, technical specifications and standards.**

Equipment	Technical Specifications and Standards
13 3/8" 54,5 lb/ft K-55 BTC	Latest API 5CT, Range 3, Seamless
9 5/8" 47 lb/ft K-55 BTC	Latest API 5CT, Range 3, Seamless
7" 29 lb/ft K-55 BTC	Latest API 5CT, Range 3, Seamless
4 1/2" 11,6 lb/ft L-80 BTC Slotted	Latest API 5CT, Range 3, Seamless, slotted
4 1/2" 11,6 lb/ft L-80 BTC	Latest API 5CT, Range 3, Seamless
13 3/8" 54,5 lb/ft K-55 BTC	Latest API 5CT, Range-1 (Pupjoint), Seamless
9 5/8" 47 lb/ft K-55 BTC	Latest API 5CT, Range-1 (Pupjoint), Seamless
7" 29 lb/ft K-55 BTC	Latest API 5CT, Range-1 (Pupjoint), Seamless

The requirements for the supply of casings accessories are shown in Table 14.

**Table 14 - Casing accessories, technical specifications and standards.**

Equipment	Technical Specifications and Standards
13 3/8" Stab-in Float Shoe BTC	API spec RP10F
Stab-in Stinger for 13 3/8" FS	4 or 4 1/2" IF BOX according to contractors DPs
Spare O-Rings for Stab-in Stinger	
9 5/8" Float Shoe BTC	API spec RP10F. PDC Drillable
9 5/8" Stab-in Float Collar BTC	API spec RP10F. PDC Drillable
Stab-in Stinger for 9 5/8" FC	4 or 4 1/2" IF BOX according to contractors DPs
Spare O-Rings for Stab-in Stinger	
7" Float Shoe BTC	API spec RP10F. PDC Drillable
7" Float Collar BTC	API spec RP10F. PDC Drillable
7" Top Plug	Conventional, PDC Drillable
7" Bottom Plug	Conventional, PDC Drillable
4 1/2" Guide Shoe BTC	API spec RP10F. PDC Drillable
Bow spring CSG centralizers for 13 3/8" CSG inside 17 1/2" hole	API spec 10D
Bow spring CSG centralizers for 9 5/8" CSG inside 12 1/4" hole	API spec 10D
Bow spring CSG centralizers for 7" CSG inside 8 1/2" hole	API spec 10D
Bow spring CSG centralizers for 4 1/2" CSG inside 6" hole	API spec 10D
Stop collar for 13 3/8" CSG, hinged collar cross-bolt	API spec 10D
Stop collar for 9 5/8" CSG, hinged collar cross-bolt	API spec 10D
Stop collar for 7" CSG, hinged collar cross-bolt	API spec 10D
Stop collar for 4 1/2" CSG, hinged collar cross-bolt	API spec 10D
Positive displacement Casing centralizers for 9 5/8" casing inside 13 3/8" 54,5 lb/ft CSG, slip on welded positive centralizer straight blade	API spec 10D
Positive displacement Casing centralizers for 7" casing inside 9 5/8" 47 lb/ft CSG, slip on welded positive centralizer straight blade	API spec 10D
Positive displacement Casing centralizers for 4 1/2" liner inside 7" 29 lb/ft CSG, slip on welded positive centralizer straight blade	API spec 10D
Locking compound for casing threads (Bakerlok or equivalent)	API RP 5A3

Thread compound for casing, suitable for high temperature (300°C)	API RP 5A3
4 1/2" Liner Releasing Tool inside 7" 29 lb/ft casing (complete set)	Liner releasing tool to set liner on bottom for self support, 4 1/2" BTC Pin- 3 1/2" IF Box

When welding is needed for the K55 casing material, the Contractor is required to provide a qualified weld procedure to the Engineer prior to any welding of casing material. Welding work shall fulfill EN 1011-1.

Welding shall be performed only by licensed welders who are qualified to perform the type or welding in question by testing in accordance to EN 287-1. Before welding starts, the Contractor shall provide the Engineer with information on the welders and deliver copies of their competency certificates together with a welding resume, according to EN 288.

The following guidelines shall be followed for welding CHF on K55 casing:

- ✓ Mobilize welding equipment
- ✓ Mobilize all PPE
- ✓ Obtain Permit to Work (PTW) for hot works
- ✓ Obtain PTW for confined space
- ✓ Prepare the surfaces to be welded by ridding the metals of unwanted grease, dust and rust and filing a slanting edge out of the metal sides.
- ✓ Bake the welding electrodes to approximately 170 to 230°C. After baking, ensure to keep them in a portable electrode quiver or holder maintained at an approximately temperature of 70°C once actual welding has begun.
- ✓ Align SOW CHF and slip onto the casing
- ✓ Preheat the flange and casing head assembly to approximately 250°C and maintain this temperature throughout the welding process to control the weld quench rate and hence minimize the risk of cracking due to uneven cooling rate and uneven thermal gradients from the different material thicknesses.
- ✓ Maintain a constant temperature around the weld during welding.
- ✓ Weld progressively until suitable runs have been achieved.
- ✓ Reheat the welded joint to about 550°C and insulate the joint, preferably using mineral wool, to allow the joint to slowly cool to room temperature.
- ✓ Once the welding is completed, keep the slag from the last welding pass on the weld to slow down the cooling rate.
- ✓ If available, an induction heater can be used to maintain a suitable post weld heat until the required cooling is achieved. This will avoid cracking. If an induction heater or coil is not available, the thermal blanket or shield are used to manually control the cooling rate.
- ✓ When cooling is completed, usually after about 7 to 10 hours (depending on flange thickness and overall alloy composition of both metals), perform MPI (Magnetic

particular test) visible or fluorescent to check for surface cracks, follow by UT (Ultrasonic Test) shear wave to look for internal weld flaws.

- ✓ Inspection of welding must be performed by an independent 3<sup>rd</sup> party approved and certified according to EN 473. Inspection documentation shall be according to EN 1714, EN 1435 and EN 970.

## 12. Drill Bits

The requirements for the supply of Drill Bits are shown in Table 15.

**Table 15 - Requirements for the supply of drill bits.**

Bit Sizes	Bit Type	IADC CODE	Minimum Requirements
17 1/2"	Milled Tooth Bit (MT)	111	
17 1/2"	Milled Tooth Bit (MT)	135	
12 1/4"	Tungsten Carbide Insert (TCI)	617	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
12 1/4"	Milled Tooth Bit (MT)	215	
12 1/4"	Polycrystalline Diamond Compact (PDC)	M433	Matrix Body 6 blades & 16 mm cutters (predominantly) Premium PDC cutters with high thermal mechanical integrity Gauge protection features (Thermally stable Diamond inserts on the gauge) Low torque feature (Depth of cut control elements at every blade) Low exposure cutter Impact arrestors Back reaming cutters on gauge pads on each blade
8 1/2"	Tungsten Carbide Insert (TCI)	617	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
8 1/2"	Tungsten Carbide Insert (TCI)	627	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
8 1/2"	Tungsten Carbide Insert (TCI)	637	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts

8 1/2"	Polycrystalline Diamond Compact (PDC)	M433	Matrix Body 7 blades & 13 mm cutters (predominantly) Premium PDC cutters with high thermal mechanical integrity Gauge protection features (Thermally stable Diamond inserts on the gauge) Low torque feature (Depth of cut control elements at every blade) Low exposure cutter Impact arrestors Back reaming cutters on gauge pads on each blade
6"	Tungsten Carbide Insert (TCI)	617	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
6"	Tungsten Carbide Insert (TCI)	627	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
6"	Tungsten Carbide Insert (TCI)	637	Tri-cone bit Seals and lubricating material suitable for high temperature (Geothermal) applications Diamond enhanced gauge inserts
6"	Polycrystalline Diamond Compact (PDC)	M433	Matrix Body 7 blades & 13 mm cutters (predominantly) Premium PDC cutters with high thermal mechanical integrity Gauge protection features (Thermally stable Diamond inserts on the gauge) Low torque feature (Depth of cut control elements at every blade) Low exposure cutter Impact arrestors Back reaming cutters on gauge pads on each blade

### 13. Geothermal Wellhead

The requirements for the supply of Geothermal Wellhead are as follows:

#### **11" 3M x 9 5/8" Slip-On Weld (SOW) Casing Head Flange**

Manufactured in accordance with API Specification 6A, 1 x 3 1/8" 2M Flange Side Outlet, 4130 Material, bottom connection 9 5/8" SOW, top connection 11" x 3M RTJ (R53), Manufactured from AISI 4130 Forged Steel, Complete with: Studs with (2) Nuts 1 3/8" X 10", ASTM A 193 GR B7M Studs, ASTM A 194 GR 2HM Nuts, R53 316SS Ring Gasket.

#### **11" 3M x 9" 3M Expansion Spool**

Manufactured in accordance with API Specification 6A, 2 x 2 1/16" 3M Flange Side Outlet, 4130 Material, bottom connection 11" x 3M RTJ (R53), top connection 9" x 3M RTJ (R49), Manufactured from AISI 4130 Forged Steel, Complete with: Studs with (2) Nuts 1 3/8" X 10" and 1 3/8" X 9.5", ASTM A 193 GR B7M Studs, ASTM A 194 GR 2HM Nuts, R53 & R49 316SS Ring Gasket.

#### **8" 900# Expanding Gate Valve**

8" API 6D, ANSI Class 900, full bore, through-conduit, expanding gate valves, flanged ends RTJ (R49), rising stem design with stem protector and indicator rod, hand wheel operated, geothermal trim

for high temperature service up to 650°F (343.3°C), material to comply with NACE MR-01- 75 latest edition, gate and seats to be hard-faced with suitable erosion and abrasion resistant material, metal-to-metal bonnet sealing, Minimum size bore 8" (203 mm). Complete with appropriate body pressure relief valve; vent, drain, grease and packing fittings.

**Table 16 - Detailed Part Specifications of 8" 900# Expanding Gate Valve.**

Part	Technical Specifications and Standards
BODY	ASTM A216 WCC
BODY DRAIN FITTING	316 SS
GATE	ASTM A515 Gr.70 W/ SPECIAL COATING, EQ
SEGMENT	ASTM A515 Gr.70 W/ SPECIAL COATING, EQ
SEATS	A105 W/ SPECIAL COATING, EQ
SEAT INSERTS	RPTFE
SEAT SEGMENT SKIRTS	A36 W/ ENP OR EQ
SEAT O-RINGS	AFLAS OR EQ
BONNET	ASTM A216 WCC
O-RINGS	AFLAS OR EQ
SEAT SEALANT FITTINGS	316 SS
STEM	17-4PH SS
YOKE	AISI 1020 STEEL OR EQ
STEM NUT	ALUMINUM BRONZE
STEM PACKING	GTFE + GRAPHITE
BONNET GASKETS	AFLAS OR EQ
GLAND	ASTM A276-410 SS
HANDWHEEL	CAST IRON
PACKING FITTING	316 SS
BODY VENT FITING	316 SS
STUDS	ASTM A193 Gr.B7M
NUTS	ASTM A194 Gr.2HM
HEX SCREWS	ASTM 1045
LEVER LOCK ARMS	ASTM A276-410 SS OR EQ
LEVER LOCK ARM PINS	ASTM A276-410 SS OR EQ
CYLINDRICAL PIN	ASTM A276-410 SS OR EQ
ORIENTATION BLOCK	ASTM A276-410 SS OR EQ
LIMIT PAD	ASTM A276-410 SS OR EQ

### **3 1/8" 3M Expanding Gate Valve**

3 1/8" API 6A 3000psi, full bore, through-conduit, expanding gate valves, flanged ends RTJ, rising stem design with stem protector and indicator rod, hand wheel operated, geothermal trim for high temperature service up to 650°F, material to comply with NACE MR-01-75 latest edition, Minimum

size bore 2.0625", EE Trim, Temp-Y, PSL-2, PR2. Complete with: Studs with (2) Nuts 7/8" X 6 1/2", ASTM A 193 GR B7M Studs, ASTM A 194 GR 2HM Nuts, R31 316SS Ring Gasket.

**Table 17 - Detailed Part Specifications of 3 1/8" 900# Expanding Gate Valve.**

Part	Technical Specifications and Standards
BODY	ASTM A487 4D
BODY DRAIN FITTING	316 SS
GATE	AISI 4130 W/ SPECIAL COATING, EQ
SEGMENT	AISI 4130 W/ SPECIAL COATING, EQ
SEATS	AISI 4130 W/ SPECIAL COATING, EQ
SEAT INSERTS	RPTFE
SEAT PACKING	RPTFE
SEAT SEGMENT SKIRTS	A36 W/ SPECIAL COATING, EQ
SEAT O-RINGS	AFLAS OR EQ
BONNET	AISI 4130
O-RINGS	AFLAS OR EQ
SEAT SEALANT FITTINGS	316 SS
STEM	17-4PH SS
BONNET GASKETS	AFLAS OR EQ
HANDWHEEL	CAST IRON
PACKING FITTING	316 SS
BODY VENT FITING	316 SS
STUDS	ASTM A193 Gr.B7M
NUTS	ASTM A194 Gr.2HM

### **2 1/16" 3M Expanding Gate Valve**

2 1/16" API 6A 3000psi, full bore, through-conduit, expanding gate valves, flanged ends RTJ, rising stem design with stem protector and indicator rod, hand wheel operated, geothermal trim for high temperature service up to 650°F, material to comply with NACE MR-01-75 latest edition, Minimum size bore 2.0625", EE Trim, Temp-Y, PSL-2, PR2. Complete with: Studs with (2) Nuts 7/8" X 6 1/2", ASTM A 193 GR B7M Studs, ASTM A 194 GR 2HM Nuts, R24 316SS Ring Gasket.

**Table 18 - Detailed Part Specifications of 2 1/16" 900# Expanding Gate Valve.**

Part	Technical Specifications and Standards
BODY	ASTM A487 4D
BODY DRAIN FITTING	316 SS
GATE	AISI 4130 W/ SPECIAL COATING, EQ
SEGMENT	AISI 4130 W/ SPECIAL COATING, EQ

SEATS	AISI 4130 W/ SPECIAL COATING, EQ
SEAT INSERTS	RPTFE
SEAT PACKING	RPTFE
SEAT SEGMENT SKIRTS	A36 W/ SPECIAL COATING, EQ
SEAT O-RINGS	AFLAS OR EQ
BONNET	AISI 4130
O-RINGS	AFLAS OR EQ
SEAT SEALANT FITTINGS	316 SS
STEM	17-4PH SS
BONNET GASKETS	AFLAS OR EQ
HANDWHEEL	CAST IRON
PACKING FITTING	316 SS
BODY VENT FITING	316 SS
STUDS	ASTM A193 Gr.B7M
NUTS	ASTM A194 Gr.2HM

## **m. Reporting Requirements**

### **m1. Daily Reporting**

A daily update report will be required on a midnight-to-midnight basis, and will include the following data:

1. Drilled depth.
2. Tools run.
3. Bit and BHA details.
4. Rotating hours.
5. Circulating hours
6. Cumulative Motor hours. If motor failed, include total hours to failure and details of failure.
7. Comments regarding log quality as appropriate.
8. Any failures, including reasons and attempted solutions.
9. MWD log covering the section drilled during the twenty-four (24) hour period with at least thirty (30) meters overlap with the previously drilled section, where possible.
10. Tabulated deviation survey data, including depth, inclination, azimuth and calculated TVD.
11. Operations summary.
12. Daily Geological Report (DGR): The DGR shall contain the main geological parameters of the well, description of the formations drilled that day and geological summary.

### **m2. Monthly Reporting**

A monthly report will be required to be submitted as provided under GCC 4.20.

### **m3. Well Completion Reports**

For each well completed the Contractor shall submit two (2) paper copies and an electronic copy of the Drilling Completion Report, containing

- Well data: location and casing setting
- Drilling summary: summarized description of the operations carried out in the different well sections, including drilling parameters and run data
- Well drilling history: day by day description of the work progress
- Casing data: table showing for each section casing characteristics (weight, grade, number of joints, etc.)
- Cementing data: table showing the type and amount of cement utilized at different depths
- Drill bits: table showing the type and number of bits utilized at different intervals
- Drilling materials: table showing the material consumption in the well (mud, LCM, cement and cement additives, rock bits, casings, wellhead equipment)
- Challenges: list of the most relevant events which affected negatively the drilling operations and description of the applied countermeasures.

### **m4. Geology Well Completion Reports**

For each well completed the Contractor shall submit two (2) paper copies and an electronic copy of the Geology Well Completion Report, containing:

- General information on the well framework
- Stratigraphic sequence
- Description of the lithological units
- Identification of potential feed zones and list of water circulation losses
- Detailed description of the secondary mineral paragenesis
- Final discussion of the geological findings
- Drilling parameters
- Petrographic analysis of thin sections.

### **m5. Well Completion Test Reports**

For each well completed the Contractor shall submit two (2) paper copies and an electronic copy of the Well Completion Test Report, containing:

- Pressure, Temperature and Spinner profiles under different conditions
- Results of the water loss test at different injections rates, including Spinner readings
- Results of the injection testing
- Estimate of the Injectivity Index
- Pressure transient results with estimation of all the hydraulic parameters and identification of the major feed zones.

## **m6. Well Discharge Test Reports**

For each well completed the Contractor shall submit two (2) paper copies and an electronic copy of the Well Discharge Test Report, containing:

- Monitoring of well head pressure
- Downhole Pressure, Temperature and Spinner Profiles prior to flowing
- Downhole Pressure, Temperature and Spinner Profiles during discharge
- Discharge tests through the James lip pressure method with monitoring of discharge parameters and definition of output curve
- Geochemical monitoring.

## **n. Rigsite Mini-camp**

In consideration of the social, logistic and morphological conditions prevailing at site, it is deemed inopportune to establish a full base camp (worker camp) in the general area of the drilling operations for food and lodging of the whole Contractor personnel and for accommodating on a temporary basis the staff of the Employer and of the Engineer. Actually, numerous facilities present in the immediacy of the three drilling sites offer ample possibilities for a good quality accommodation in terms of food and lodging. It is however necessary to foresee some structures next to the drilling operation sites (hereinafter denominated "Rigsite Mini-camp"), where personnel of the Engineer can operate and interact with the Contractor personnel, in particular in the course of particularly critical operations such as cementing, setting of the production casing or testing.

The Rigsite Mini-camp shall comprise one conference/meeting room, to be used for daily activities of control and supervision of the drilling activities and two sleeping cabins to comply with the following minimum requirements. All structures shall be thermally and acoustically insulated, equipped with air conditioning and fully furnished using good, modern and quality materials. Moreover, they will have doors and windows capable of keeping dust / fine sand particles outside the accommodation. The sleeping cabins shall include but not be limited to a private shower and washroom facilities, fridge, internet connection, satellite systems and TV. The offices shall include but not be limited to telephones, internet connection, coffee makers, comfortable sofa, desks and chairs etc. as specified to accommodate Employer and Engineer personnel.

The Contractor shall provide at least twice daily cleaning and house-keeping services, including the requisite materials for office, sleeping cabins and diner/recreation cabin, and shall be responsible for providing laundry services at the rigssite.

As required by PCC 6.14, the Contractor shall provide four (4) meals and four (4) snacks of sufficient quality, quantity and variety to be considered above international drilling industry standards, per man per day for all Contractor Personnel and Engineer on the Drilling Unit, as well as for any Employer's Personnel up to 6 person who may be at the wellpad from time to time. All catering personnel shall have completed a safe food handling course and a medical fitness certificate for food handling. As required by PCC 6.15, the Contractor shall provide potable water, as required, for an efficient and continuous operation. The Contractor may provide catering services either through a kitchen unit to be supplied along with the Drilling Unit or by outsourcing the service.

The Contractor is responsible for organizing and mobilizing the offices and cabins required for their personnel in accordance with operational requirements, their company policies, and physical space constraints with wellpads.

## Responsibility Matrix

Table 19 shows the equipment, machinery, tools, materials, supplies, instruments, services, and labor listed in the following numbered items. These shall be provided at the location by, and at the expense of, the party hereto designated by an "X" mark in the appropriate column.

**Table 19 - Equipment, Consumables, Services and Personnel Furnished by Contractor or Employer.**

Nº	ITEM	SUPPLIED BY		AT EXPENSE OF		Incl. in BoQ rates
		Contractor	Employer	Contractor	Employer	
<b>A) EQUIPMENT</b>						
1	Drilling Unit and Integrated Services Equipment as set out in Technical Specifications	X		X		X
2	Maintenance of Drilling Unit and Integrated Services Equipment	X		X		X
3	Blow out preventers and related equipment	X		X		X
3a	- Spare parts and consumables	X		X		X
3b	- Drill pipe rams and rubber packing units	X		X		X
3c	- Steel gaskets for BOP to match wellhead	X		X		X
4	Reamers stabilizers	X		X		X
4a	- Maintenance and spare parts	X		X		X
4b	- Blades and rollers	X		X		X
4c	- Replacement sets of blades or rollers	X		X		X
5	Fishing tools (if included in Rig Specifications)	X		X		X
5a	- Maintenance and spare parts	X		X		X
5b	- Consumables	X		X		X
5c	- Replacement sets of consumables during OPERATIONS (grapple, basket, packer, etc.)	X		X		X
5d	Special Fishing Tools required at Engineer's satisfaction through written orders	X			X	
6	Shale shakers	X		X		X
6a	Shale shaker screens	X		X		X

7	Degasser	X		X		X
7a	- Maintenance, spare parts and consumables	X		X		X
8	Desander	X		X		X
8a	- Maintenance, spare parts	X		X		X
8b	- Consumables (cones)	X		X		X
9	Desilter	X		X		X
9a	- Maintenance, spare parts	X		X		X
9b	- Consumables (cones)	X		X		X
10	Mud cleaner	X		X		X
10a	- Maintenance, spare parts	X		X		X
10b	- Consumables (cones, screens)	X		X		X
11	Mud Cooling Tower	X		X		X
11a	- Maintenance, spare parts	X		X		X
11b	- Consumables	X		X		X
12	CO <sub>2</sub> detection system	X		X		X
13	H <sub>2</sub> S detection system	X		X		X
14	Equipment not here above designated but necessary for the normal and efficient performance of the Work	X		X		X
15	Equipment not here above designated but required at Engineer's satisfaction through written orders	X			X	
16	Generally, all Contractor's equipment listed in Technical Specifications, and all not included in Technical Specifications but existing and required to perform the works	X		X		X

#### B) TANGIBLE ITEMS & CONSUMABLES

1	Fuel for DRILLING UNIT and LOGISTICS equipment (crane, forklifts, trucks, vehicles...)					
1a	- Before actual commencement date and after termination date	X		X		X
1b	- During operational duration	X			X	
1c	- During Intermove	X		X		X



2	Lubricants, oil, grease, hydraulic fluids, cleaning solvents, etc.	X		X		X
3	Casing thread lubricant	X		X		X
4	Drill pipe thread lubricant	X		X		X
5	Rubber drill pipe protectors	X		X		X
6	Drill pipe wipers	X		X		X
7	Drilling bits	X		X		X
8	Casings and casing accessorize	X		X		X
9	Wellheads and associated attachments	X		X		X
10	Cement and additives	X		X		X
11	Drilling Fluid consumables and additives	X		X		X
12	Aerated Drilling additives	X		X		X
13	Mudlogging consumables	X		X		X
14	Well Logging and Testing consumables	X		X		X
15	All necessary oxygen, acetylene, nitrogen, welding consumables, paints:	X		X		X
16a	Potable water	X		X		X
16b	Industrial water (i.e., drill water, etc.)		X		X	
17	Other materials and consumables required by Contractor for normal operations or needed for maintenance	X		X		X
18	Other consumables specifically required by Engineer	X	X		X	

### C) SAFETY

1	First aid on worksite	X		X		X
2	Medivac from worksite to nearest medical facilities	X		X		X
3	"Near Miss" and accidents reports	X		X		X

4	All necessary equipment, materials, PPE and clothing for the safe undertaking of the Works. At least ten (10) extra sets of minimum PPE (see E&S Requirements) for visitors	X		X		X
---	---	---	--	---	--	---

<b>D) INSPECTIONS / CALIBRATIONS</b>						
1	Inspection of BHA's components, DC, HWDP, DP, kelly and top drive system	X		X		X
2	Inspection of drill string after rig demobilization (if required)	X			X	
3	Inspection of mast, dead line anchor, bails, elevators, slings, etc. as per Contractor's Preventative Maintenance System	X		X		X
4	Inspection of HP hoses/lines, Chicksans and fixed pipe lines attached to Drilling Unit	X		X		X
5	Other drill string inspections required by Engineer	X			X	
6	Remedial to any defect following above inspections	X		X		X
7	Calibration of CO2 and H2S detectors/systems and alarms	X		X		X

<b>E) SERVICES AND PERSONNEL</b>						
1	Means for mobilization of Drilling Unit, Integrated Services and equipment, Tangible Items and Consumables	X		X		X
2	Means for demobilization of Drilling Unit, Integrated Services and equipment, Tangible Items and Consumables	X		X		X

3	Means for moving Drilling Unit, Integrated Services and equipment, Tangible Items and Consumables	X		X		X
4	Routine transport, loading/unloading of Contractor's equipment and consumables on site	X		X		X
5	Special transport of Contractor's heavy equipment	X		X		X
6	Transport of Contractor's Personnel	X		X		X
7	Cars, vehicles and hoisting gear and all necessary operators	X		X		X
8	Specialized Welding for CHF and inspection	X		X		X
9	Contractor's Personnel for Drilling Unit and Integrated Services					
9a	- necessary for the normal and efficient performance of the Work	X		X		X
9b	- additional required by Engineer through written order	X			X	
10	Safety and professional training courses for Contractor's Personnel	X		X		X
11	All associated formalities for Contractor's Personnel related to travel documents, health certificates, visas, work permits, etc.	X		X		X
12	Distribution of electricity, fresh water, and compressed air on the worksite as required by the integrated services	X		X		X
13	Septic tank systems complete with tie in pipe and fittings for connection	X		X		X

14	Handling of all items on the worksite	X		X		X
<b>F) LODGING</b>						
1	Lodging for Contractor's Drilling Unit and Integrated Services Personnel	X		X		X
2	Lodging for Contractor's key personnel (Rig Managers and Toolpushers at rigsite mini-camp)	X		X		X
3	Lodging for Engineer at rigsite mini-camp	X		X		X
4	Catering for Contractor's Personnel, Engineer and Visitors.	X		X		X

<b>G) WELLPAD</b>						
1	Construction of access roads and wellpad		X		X	
	- including levelling, earthworks, foundations for Contractor's equipment		X		X	
2	Authorization for access to wellpad		X		X	
3	Maintenance of access to wellpad		X	X		
4	Maintenance of camp and drilling sites		X		X	
5	Construction and maintenance of disposal ponds		X		X	
6	Construction and maintenance of cellars		X		X	
7	Drill water		X		X	
8	Water lines, water pumps, electric cables and their maintenance		X		X	
9	Electricity for the water pumps	X		X		X
10	Operation of water supply pumps	X		X		X

11	Removal of wreck, debris and waste material	X		X		X
12	Restoration of wellpad		X		X	

## Environmental and Social (ES) Requirements

This section sets out the specific environmental, and health and safety requirements for the Works. The environmental, and health and safety specifications for the works should be read in conjunction with the General & Particular Conditions of Contract.

Bidders should ensure that they have the methods, processes, systems, equipment and tools to deliver the outcomes required by the Conditions of Contract, as well as to fulfil the conditions of any licences, permits or consents required for the Works.

Prior to undertaking any activity, the successful bidder will be required to prepare and submit to the satisfaction of the Engineer MSIPs (collectively called the Contractor’s Environmental and Social Management Plan) as necessary to describe the methods, processes, systems, equipment and tools that will be put in place to deliver works in accordance with the E&S requirements as described in GCC 4.1.

With respect to the cost of complying with the E&S requirements of the contract, the Bidders attention is drawn to the following:

**The Bidder shall ensure that all costs for the tools, equipment, processes and methods for delivering the works in compliance with the E&S Requirements (including those set out in this section and in the general & particular conditions of contract) are incorporated as a subsidiary obligation in the prices quoted for other Bill of Quantity items.**

The MSIPs provided as part of the bid will be applied as agreed from Contract Award. The processes, equipment, tools and methods described in the MSIPs shall not be varied unless otherwise agreed in advance with the Engineer.

The Code of Conduct (see ITB11.2 (h) and Section IV) will be applied from Contract Award.

Pursuant to the following clauses of the GCC/PCC, the Contractor will be required to fulfil the following specifications:

### **GCC/PCC 4.1 Contactor’s General Obligations – Management Strategies and Implementation Plans**

In addition to the MSIPs provided during the bidding process, as a minimum the Contractor will be required to prepare the following MSIPs before commencing relevant activities:

**Traffic Management Plan** to describe the arrangements that the Contractor shall put in place to ensure the safe use of access roads by construction vehicles and abnormal loads that includes, at a minimum, the following:

- Traffic controls to establish one-way traffic or road closures approved by the SLU emergency services and other relevant authorities, such as:
  - o Locations and types of traffic signals (traffic lights, traffic flaggers etc)

- Use of pilot cars
- Location and type of warning signs (including to warn drivers of slow-moving vehicles entering and exiting during mobilization)
- Advance notification measures of changes to traffic arrangements
- Training of drivers, including in local traffic laws and speed limits
- Communication and engagement activities with the community

Traffic management plan is required only when road closures or one way traffic will be used.

**Emergency Preparedness and Response** (either standalone document or as part of the health and safety manual) that includes, at a minimum, the following:

- A description of project facilities, including site plans highlighting potential hazard areas such as hazardous material storage and high-risk activities like geothermal brine production and pressurized geothermal drilling
- Identify potential emergency scenarios, including as a result of natural events
- Hazard detection systems and alert procedures to be provided and their maintenance
- Emergency preparedness, response and evacuation procedures that shall be followed, including
  - response and evacuation procedures aligned with government emergency plans for natural disaster events including hurricanes, landslides, earthquakes, volcanic eruptions, and floods
  - response procedures to biological hazards, such as dangerous or infectious wildlife and plants, and disease prevention, including the risk of HIV/AIDS.
  - fire prevention and response procedures
- Contact details for emergency service providers and the nearest medical facility
- Identification of on-site personnel responsible for emergency response planning and implementation
- Training of personnel in the preparedness and response procedures (including practice drills to be undertaken)
- Communication and engagement activities with the community

## **GCC/PCC 4.15 Access Route**

### *Traffic Management*

The necessary safety measures to be put in place to avoid incidents and injuries shall include but not be limited to appropriate: signs warning of slow-moving construction vehicles and of the entrances to sites; traffic signals and/or flaggers; lighting; barricades or cones; use of pilot cars during transport of equipment; agreeing traffic management plan with local emergency responders where temporary one-way traffic or road closers are required; construction vehicle speed controls and monitoring; construction vehicle roadworthiness inspections and regular maintenance; confirming the energized status of any powerlines that cross or are in close proximity to the access roads.

Notice shall be provided at least two weeks prior to the implementation of traffic management measures and/or the movement of abnormal and slow-moving loads, to warn of potential traffic delays and their duration.

#### *Protect Overhead Utility Lines*

The drilling contractor shall identify and clearly mark all overhead utility and communication lines that cross access roads, and undertake measures to prevent accidental damage during the use of the access road. The minimum clearance between abnormal loads, construction vehicles and energized power lines shall be as required by LUCELEC, and as necessary, the drilling contractor shall coordinate with LUCELEC and any other relevant utility or communication service providers to de-energize, temporarily disconnect or reposition the lines to allow the safe use of access roads.

#### *Maintenance of Access Route*

The drilling contractor is indemnified of responsibility for repairs to damage of access route caused as a result of disposal of drilling cuttings.

#### *Permits for Access to Site*

The Employer will provide all required permits for access to the drilling sites.

### **GCC/PCC 4.8 Health and Safety Obligations**

Further to the requirements of GCC/PCC4.8, the Contractor’s health and safety manual shall address as a minimum the following risks and hazards:

moving machinery, motorized equipment, work at heights or in confined spaces, repetitive tasks, falling objects, extreme heat, loud noise, and hazardous materials.. For drilling activities, the health and safety manual shall pay special attention to unique hazards, including exposure to geothermal gases, hot fluids, drilling materials, and the potential for well blowouts.

With respect to GCC/PCC 4.8 (a) (i) the health and safety manual shall also detail:

- the safety signs and instructions to be used on the site, including where they will be positioned
- how only authorized persons wearing the minimum PPE of Hi Visibility vest, helmet and safety boots will be permitted to work on Site
- the PPE that will be available on site and for which activities it is to be used
- the Permit to Work (PTW) system for high risk jobs/tasks/activities

With respect to the procedures for prevention, preparedness and response in the event of an emergency (PCC 4.8 (a) (iii)):

- Describe and map the project facilities that present potential hazards, such as hazardous material & waste stores

- Identify the high-risk activities to be undertaken like geothermal brine production and pressurized geothermal drilling
- Identify potential emergency scenarios, including as a result of natural events
- Indicate the hazard detection systems and alert procedures to be provided and their maintenance regime
- Provide the emergency preparedness, response and evacuation procedures that shall be followed, including
  - response and evacuation procedures aligned with government emergency plans for natural disaster events including hurricanes, landslides, earthquakes, volcanic eruptions, and floods
  - response procedures to biological hazards, such as dangerous or infectious wildlife and plants, and disease prevention, including the risk of HIV/AIDS.
  - fire prevention and response procedures
- Contact details for emergency service providers and the nearest medical facility
- Plan for medivac in cases of severe injury or medical emergencies to nearest regional medical facility that can adequately administer the required treatment
- Identification of on-site personnel responsible for emergency response planning and implementation
- Training of personnel in the preparedness and response procedures (including practice drills to be undertaken)

In accordance with GCC/PCC4.8 (b) *other requirements stated in the Specification* the contractor shall:

#### *Fire Prevention and Response*

Assess the risk of fire at each project site based on the nature of activities, environmental conditions, and the presence of flammable or combustible materials. Where a fire risk (including wildfire risk) exists, provide appropriate fire prevention and response equipment, such as fire extinguishers, shovels, axes, and dedicated water tanks. All workers shall receive training in fire prevention and response before commencing work. Smoking on site shall be strictly limited to designated smoking areas away from combustible materials, and all smoking waste must be fully extinguished and properly disposed of to prevent fire hazards.

#### *Personal Protective Equipment*

The Contractor shall supply the Contractor’s Personnel with personal protective equipment (PPE) as needed to perform their functions safely. The Contractor shall ensure that the Contractor’s Personnel wear and use the PPE properly during the Works. The minimum PPE to be worn on site will be:

- Hi Visibility clothing: Yellow or Orange, [ANSI Class 3, EN ISO 20471:2013](#) Class 3 and CE marked or other equivalent
- Safety Boots: [ASTM F2413-17](#) (and with ankle support and a penetration resistant sole), [EN ISO 20345:2021](#) S3 and CE marked or compliant to OSHA 1926.96 or other equivalent

- Hard Hat: [ANSI Z89.1](#) Type 1, Class G or EN397 (and CE marked)

In addition, PPE shall be provided to Contractor’s Personnel where needed to protect them from harm:

- Eye/face protection (safety glasses, goggles or face shield) where there is a risk of flying elements, particles, dust, chemical spray etc. e.g. complying with OSHA 1926.102 or another equivalent
- Hearing protection where Works will result in Contractor’s Personnel being exposed to noise levels of 85dBA or higher (ear defenders or ear plugs to OSHA 1926.101 or another equivalent standard)
- Hand protection where there is a risk of cuts or abrasion, exposure to hazardous chemicals or materials (gloves suitable to form a barrier to the threat) complying with OSHA 1910.138 or another equivalent standard
- Respiratory protection where dust, fumes, vapours etc, are generated by the Works or there is a risk of Contractor’s Personnel being exposed to hydrogen sulfide gas concentrations above 20 parts per million (ppm). Dust masks shall be to N95/N99, and respirators shall be fitted with filter protection to comply with OSHA 1910.103 or other equivalent standard.
- Autonomous respiratory equipment shall be provided in enclosed areas of the drill rig and shall be unlocked. Workers shall receive training in use of this respiratory equipment.
- Safety belts, harnesses, secured tether-lines or lanyards complying with [ANSI Z359](#) family of standards or other equivalent standard
- Other specialized protective equipment for the drilling, welding, etc.

The Contractor shall ensure that all Personal Protective Equipment (PPE) is properly fitted to each worker, taking into account individual body size and gender, and that all workers receive training on the correct use of PPE before commencing work on the project site. PPE must be effective in safeguarding worker health and safety.

In addition, appropriate respiratory protection and air quality monitoring in line with Air Quality Monitoring and Noxious Gas Management requirements must be implemented to ensure that workers are not exposed to hydrogen sulfide concentrations above 10 parts per million (ppm).

#### *Journey Management Procedure*

The Contractor shall establish and implement journey management procedures to ensure the safe transport of personnel Contractor’s Personnel accommodated in hotels, rented housing, or equivalent facilities, from and to the wellpads. At a minimum, vehicles used shall be in sound mechanical condition, fitted with firmly secured seats and seat belts for every occupant, adequately covered, and shall not carry passengers beyond their rated capacity. Journey plans shall be documented, driver training and vehicle inspection records shall be maintained.

#### **GCC 4.18 Protection of the Environment**

Necessary measures to protect the environment on and off site shall include but not be limited to:

- All hazardous materials shall be stored in clearly labeled, appropriate containers located at least 30 meters (100 feet) from downgradient drainage and/or within secondary containment.
- Spill containment and cleanup kits shall be available in areas of risk, including where hazardous materials are used or stored. Any spills or leaks shall be cleaned up promptly and safely, with any contaminated soil properly disposed of.
- Stormwater shall be directed away from storage areas, mud pond etc. such that noxious materials are not carried off the Site. Stormwater control measures, pipework, ponds and other containment measures shall be inspected for leaks, spills and correct function, and repairs or maintenance shall be implemented timely to ensure the stormwater controls are effective.
- Refueling and maintenance of equipment or vehicles shall be undertaken in designated areas at least 30 meters from downgradient drainage.
- Contractor’s Personnel shall be trained on procedures to protect the environment on and off site, including hazardous materials handling.
- Contractor’s Personnel shall be trained in spill response.
- Trash bins shall be provided at each Site and Contractor’s Personnel instructed to keep the Site clean and free from litter.
- The Contractor shall check the Site and it’s immediate surrounds each day and collect any litter noted.
- Dumping, burying, or burning of waste by the Contractor is prohibited. Wastes, including latrine wastes, shall be disposed in accordance with the approved Waste Management MSIP.
- The Contractor shall ensure that all accommodation (including welfare facilities, offices, toilets etc.) are regularly cleaned and serviced to maintain hygienic conditions.
- The Contractor’s Equipment shall be serviced and maintained in accordance with the manufacturer’s recommendations, and all engine covers, noise mufflers and emission control devices (e.g. catalytic converters) shall be in place while the equipment is being operated.
- To minimize and control dust:
  - water (where available) maybe applied to disturbed soils, but not to the extent that it creates Site run-off
  - vehicle speeds may be reduced
  - stockpiles of loose materials may be covered
- To ensure no disruption of water for domestic and agricultural users as a result of the water abstraction, the Contractor shall develop a strategy to the Engineers satisfaction for a supplementary water supply and implement this strategy if water extraction for the project could deplete water resources below levels that are required to supply the community. The Contractor shall consult with WASCO, WRMA and the Employer to identify the locations and approach for supplemental water supply.
- Structures within 30 meters of drilling activities at Fond St Jacques shall be documented with photographs prior to and after drilling to assess and record any cracking. If any structural damage as evidenced by new cracking is documented, the Contractor shall repair

or compensate for the damage that was incurred as a result of the project to the satisfaction of the Engineer.

- Where lighting will be installed for worker safety and security, the Contractor shall ensure that light spillage is minimized and that the lights do not cause nuisance to nearby properties.

#### *Well Testing: informing the community and mitigating for noise*

During well testing, the Contractor shall use a drum silencer to minimize noise and ensure that venting of geothermal resources is conducted as far away from sensitive receptors as possible.. For community members residing within 500 meters, the Contractor shall provide at least two weeks' advance notice prior to any venting, including the testing timeframe and expected noise levels at their residence. This notice shall include guidance on measures to reduce noise exposure, such as using earplugs, noise-canceling headphones, or keeping windows closed. The Contractor shall supply suitable measures to protect the community from noise during planned venting which would include issuing earplugs and noise cancelling headphones to all members of the community within 200m of the well pad. In addition, the contractor shall provide advanced public notification to the broader Soufriere area to inform the community of planned venting and testing activities, duration and expected noise and emissions levels.

#### *Drilling Effluent Management*

All drilling fluids shall be fully contained within a lined mud pond, with a minimum freeboard of 0.5 meters (1.6 feet) maintained at all times to prevent overflow. The mud pond shall be covered to protect against rainfall and a perimeter barrier shall be installed to prevent stormwater entry. Under no circumstances shall drilling effluent be discharged into the environment; instead, it must either be reinjected into the geothermal well upon completion of drilling or allowed to evaporate. Additionally, drilling fluids shall be reused as much as feasible during operations to promote water conservation.

#### *Geothermal Brine Management*

During well testing, any geothermal brine produced shall be discharged either into a storage tank or into a pond lined with a temperature and water-resistant membrane. The lined pond will be provided by the Employer. A minimum freeboard of 0.5 meters (1.6 feet) shall be maintained in any brine pond to prevent overflow. Brine ponds shall also be covered to minimize rainwater accumulation and equipped with temporary barriers to prevent rain-induced overflow. Under no circumstances shall there be any discharge of brine to the environment; all brine generated during testing shall be reinjected into the geothermal well.

#### *Invasive Weed Control*

Contractor’s Equipment that bought to Saint Lucia shall be sanitized prior to arrival in Saint Lucia. Contractor’s Equipment shall be inspected at the port of entry to ensure it is free of caked mud and plant material.

### *Air Quality Monitoring and Noxious Gas Management*

The Contractor shall design and implement to the satisfaction of the Engineer an air quality monitoring program that will continuously monitor for unsafe levels of potentially harmful geothermal gases during well drilling and testing. This program shall include the use of automated gas detection systems that sound an alarm if gas concentrations reach or exceed the following limits:

<b>GAS</b>	<b>Threshold Limit Value and Permissible Exposure Limit</b>	<b>Short Term Exposure Limit</b>	<b>Immediately Dangerous to Life or Health</b>
<b>H2S</b>	10 ppm	15 ppm	100 ppm
<b>CO2</b>	5000 ppm	30000 ppm	40000 ppm

In the event that unsafe gas concentrations are detected, the Emergency Response Procedures shall be implemented and as a minimum the affected area shall be immediately evacuated, and only properly trained personnel equipped with appropriate PPE may intervene. These personnel shall follow the procedures outlined in the Contractor’s Well Control Manual to stop the release, including the use of Blow-Out Preventers during drilling operations or a Master Valve during well testing.

### *Water Quality Monitoring*

Will be undertaken by the Employer and data provided to the Contractor.

### ***GCC 6.7 Health and Safety of Personnel***

#### *Health and Safety Officer*

The Health and Safety Officer to be appointed by the Contractor shall be the Health, Safety and Environment Supervisor/Community Liaison Officer appointed to Key Personnel position 10.

The Contractor’s Health, Safety and Environment Supervisor/Community Liaison Officer shall be on site to undertake the inspection and monitoring of the Works. The inspection and monitoring will verify the MSIPs are being implemented as approved as a minimum, and where necessary update or establish different working practices to achieve compliance with the E&S Requirements, GCC & PCC.

The Contractor’s Health, Safety and Environment Supervisor/Community Liaison Officer shall develop to the Engineer’s satisfaction a compliance checklist to record each inspection, including the use of photographs.

#### *First Aid Equipment*

The Contractor shall provide and maintain fully stocked a first aid kit suitable for small construction sites with low-risk injuries at each Site. The first aid kit should be stocked to [ANSI/ISEA Z308.1-2021 Class A First Aid Kit or equivalent] standard.

## **GCC/PCC 6.24 Workers’ Organisations & GCC/PCC 6.26 Contractor’s Personnel Grievance Mechanism**

### *Grievance Redress Mechanism*

The Contractor shall establish and maintain a grievance mechanism for Contractor’s Personnel, and, where applicable, for workers’ organizations as referenced in Sub-Clause 6.24, to raise workplace concerns. The mechanism must be proportionate to the contract’s nature, scale, and associated risks, and must function in a prompt, transparent, and understandable manner, ensuring timely feedback in a language understood by the concerned parties. It must operate independently, without bias, and guarantee protection from retaliation. Contractor’s Personnel must be informed of the grievance mechanism upon engagement, and measures must be implemented to ensure it is easily accessible to all. The mechanism should not restrict access to legal or administrative remedies, nor override grievance systems established by collective agreements. Existing mechanisms may be used if they meet the required standards of accessibility, promptness, and transparency, and may be supplemented with contract-specific features where needed.

The Contractor shall also operate a Grievance Redress Mechanism (GRM) in accordance with the RESDP GRM procedure and manual which will be supplied to the Contractor by the PIU to receive and respond to complaints, including those related to noise, from Community.

## ***GCC 6.28 Training of Contractor’s Personnel***

The Contractor is required to provide appropriate training to relevant personnel on Environmental and Social (ES) aspects of the Contract, including specific sensitization on the prohibition and prevention of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH), emergency response, as described in the approved MSIPs, as directed by the Engineer and as outlined in Sub-Clause 4.8 in relation to health and safety.

As a minimum, the Contractor shall provide or facilitate the following training:

- Introduction to Labour Law for all contractor’s personnel to be provided by the Labour Department. (1hr)
- General Induction for Construction Workers – Safety, Health and Environment – <https://www.wbkggtf.org/node/3823> (delivered by the Contractor)
- Cultural Sensitivity Training to include SEA/SH sensitization (2hrs) (the training will be prepared by the Employer and delivered by Contractor).
- Worker Cultural Resource Sensitivity Training (1hr) (the training will be prepared by the Employer and delivered by Contractor).
- Identification of potential archeological and cultural resources (1hr) (the training will be prepared by the Employer and delivered by the Contractor).

- Biodiversity awareness and protection training (1hr) (the training will be prepared by the Employer and delivered by the Contractor).

#### ***GCC/PCC 6.25 Non-Discrimination and Equal Opportunity***

The Contractor is required to ensure that all employment-related decisions concerning Contractor’s Personnel are based solely on the inherent requirements of the job and not on personal characteristics unrelated to job performance. Employment practices must follow the principles of equal opportunity and fair treatment across all aspects of the employment relationship, including recruitment, hiring, compensation, working conditions, access to training, promotions, terminations, retirements, and disciplinary actions.

#### *Working Conditions and Equality*

Employment opportunities generated by the project must be equally accessible to both men and women. Where local labor is engaged for drilling activities, job postings and notices must be distributed in a manner that encourages participation from both genders.

## Contractor’s Representative and /Key Personnel

**Contractor’s Representative and Key Personnel**

Item No.	Position	Relevant academic qualifications	Work Experience (years)	In Similar Drilling Experience (years)	Number
1	Contractor’s Representative	University Degree in Engineering, management, law, accounting, or other relevant field	20	10	1
2	Rig Manager	Relevant university degree in engineering or applied sciences	20	10	2
3	Tool Pusher	Technician Diploma or Engineering Degree	15	10	2
4	Aerated Drilling Engineer	Relevant university degree in engineering or applied sciences	10	5	2
5	Cementing Engineer	Relevant university degree in engineering or applied sciences	10	5	2
6	Mud Engineer	Relevant university degree in engineering or applied sciences	10	5	2
7	Well logging and well testing Engineer	Relevant university degree in engineering or applied sciences	10	5	2
8	Geochemist	University degree in Earth Sciences, Geosciences or related field	10	5	2
9	Geologist	University degree in Earth Sciences,	10	5	2

		Geosciences or related field			
10	Health, Safety and Environment Supervisor/Community Liaison Officer	Degree in Environmental Engineering or Environmental Science and Diploma in Occupational Health & Safety	10	8 years HSE 2 years CLO	1

## **Drawings**

**A copy of the following Drawings is provided as an attachment to this document.**

**C104 SALTIBUS SITE SECTION PLAN**

**C113 SALTIBUS WELL CELLAR DETAILS**

**C204 BELLE PLAINE SITE SECTION PLAN**

**C209 BELLE PLAINE WELL CELLAR DETAILS**

**C304 FOND ST JACQUES SITE SECTIONS PLAN**

**C309 FOND ST JACQUES WELL CELLAR DETAILS**

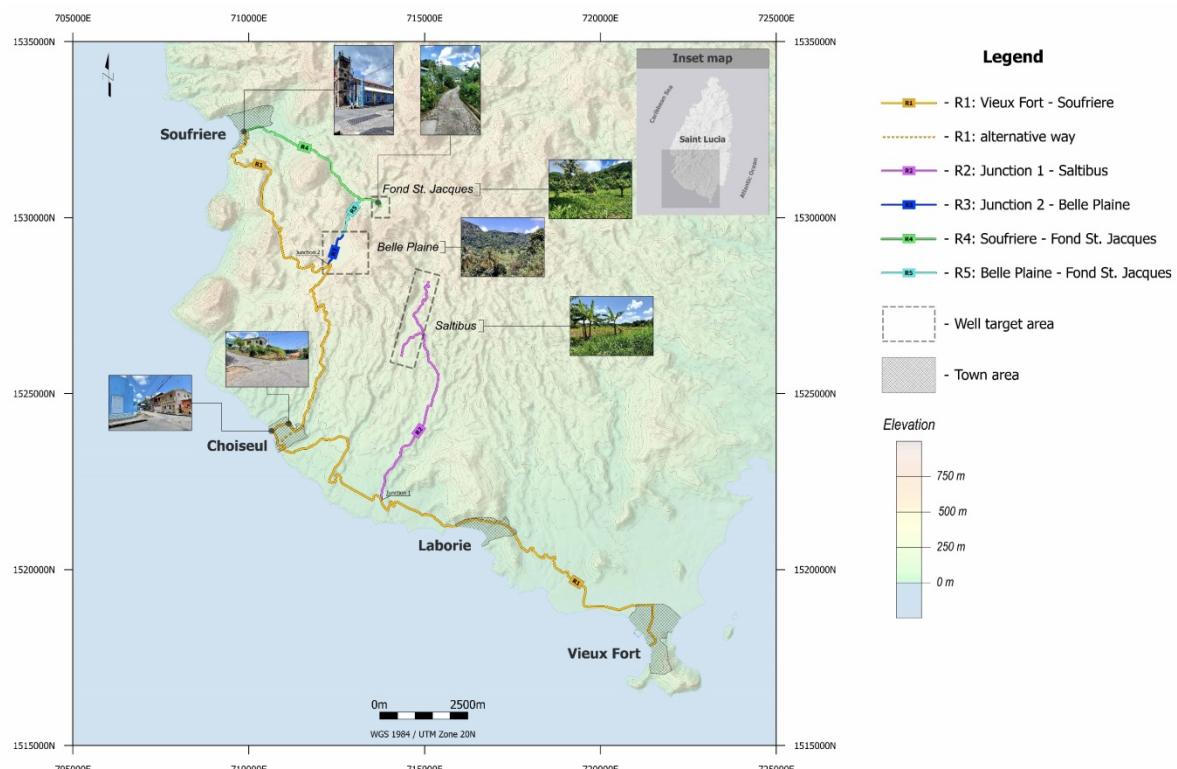
**C109 SALTIBUS TEMPORARY STORAGE AREA**

## Supplementary Information

### Access to the drilling sites

During the site reconnaissance the Consultant team has inspected the access routes from Vieux Fort town, which is the planned port for the unloading of shipped material, to the proposed well locations. The road network to the Project area is represented in below figure. It is deemed that the radius of curves, the road slopes and the capacity of bridges are suitable to allow the transit of a semi-trailer truck delivering the drilling rig and the related components (casing, spare parts, etc.). Therefore the access to the Project site is considered feasible.

The access route is described in the table below.



**Figure - Road network to drilling sites**

**Table - Critical points of access roads to proposed drilling sites**

<b>Road</b>	<b>Route</b>	<b>Length (km)</b>	<b>Critical Points</b>
R1	Vieux Fort-Soufriere	34	Sharp curves in Choiseul at chainages 18, 18.5 and 34 km
R2	Junction 1-Saltibus	9	Sharp curves in Saltibus at chainages 8.2 km and 8.8 km
R3	Junction 2-Belle Plaine	1	-
R4	Soufriere-Fond Saint Jacques	5	Very narrow rough road, passing through Belvedere village near Fond Saint Jacques at chainage 5 km. The 200 m long road must be rehabilitated enlarging carriageway width to 3.5 m. Curve radius shall be increased.

## **PART 3 – Conditions of Contract and Contract Forms**

**Red Book:**

© FIDIC 2017 - 2022. All rights reserved.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red 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 Building and Engineering Works Designed by the Employer” must be obtained from FIDIC.

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

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

FIDIC code: ISBN13 : 978-2-88432-084-9

## **Section VIII - General Conditions (GC)**

## **Section IX - Particular Conditions**

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

## 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	4%
Employer's name and address	1.1.31	Department of Infrastructure, Ports and Transport (DIPT) Union Complex – Union Castries – Saint Lucia
Engineer's name and address	1.1.35	<b>ELC - Electroconsult S.p.A.</b> Via Marostica 1, 20146, Milano, Italy
Bank's name	1.1.89	The <b>World Bank</b>
Borrower's name	1.1.90	<u>Saint Lucia</u>
Time for Completion	1.1.84	<u>450</u> days
Defects Notification Period	1.1.27	60 days
Sections	1.1.73	<i>Not Applicable</i>
Electronic transmission system	1.3 (a) (ii)	Email
Address of Employer for communications:	1.3(d)	Project Implementing Unit Renewable Energy Sector Development Project Public Utilities Services and Renewable Energy Division. Ground Floor, Sir Stanislaus James Building, Waterfront, Castries Attention: Ken Aldonza - Project Manager Email: <a href="mailto:KenAldonza@GOSLRESDP.onmicrosoft.com">KenAldonza@GOSLRESDP.onmicrosoft.com</a>
Address of Engineer for communications:	1.3(d)	<b>ELC - Electroconsult S.p.A.</b> Via Marostica 1, 20146, Milano, Italy
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	Saint Lucia

Conditions	Sub-Clause	Data
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	
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	<i>Accepted Contract Amount</i>
Site	1.1 74	<p>Saltibus, Belle Plaine and Fond St. Jaques, which are in south-west sector of Saint Lucia within Soufriere province.</p> <p>Saltibus drilling site (S5) and storage area (MS-1) are approximately 18 km north from Vieux Fort.</p> <p>Belle Plaine drilling site and storage area are approximately 6 km south-east from Soufriere.</p> <p>Fond St. Jacques drilling site is nearby Belvedere village at approximately 5 km south-east from Soufriere.</p>
Time for access to the Site	2.1	<p>For MS-1 and S5 - No later than the Commencement Date</p> <p>For Belle Plaine and Fond St. Jacques – Within 3 months of Commencement Date</p>
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>5%</u> require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	<i>N/A</i>
Performance Security	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of 10 % percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	Not Applicable

Conditions	Sub-Clause	Data
Number of additional paper copies of progress reports	4.20	None
Cyber security	4.20	<i>N/A</i>
Cyber security-immediate reporting	4.20	<i>N/A.</i>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	50%
Parts of the Works for which subcontracting is not permitted	5.1(b)	Drilling Unit
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour requirement under the contract to the employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	12 hours per shift – 24/7
Number of additional paper copies of program	8.3	<u>None</u>
Delay damages payable for each day of delay	8.8	<u>0,1</u> % of the Accepted Contract Amount, less provisional sum, for DAAB.
Maximum amount of delay damages	8.8	<u>10</u> % of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	Daily Rate and Unit Price
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	Non Applicable
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	4 %
Total advance payment	14.2	<u>5</u> % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 10 % (b) percentage deductions for the repayment of the Advance Payment 25%
Period of payment	14.3	Each month

Conditions	Sub-Clause	Data
Number of additional paper copies of Statements	14.3(b)	None
Percentage of retention	14.3(iii)	5 %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5 %
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped 70 .
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site 30 .
Minimum Amount of Interim Payment Certificates	14.6.2	1.4 % of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	N/A.
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	35 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	3%
Number of additional paper copies of draft Final Statement	14.11.1(b)	<i>None</i>
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<i>Continuous rainfall, High Humidity and Heat</i>

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	<p>Insurance required for the Works: one hundred percent (100%) of the Accepted Contract Amount, deductible – two percent (2%) _____</p> <p>Insurance required for Goods: full replacement value including delivery to the Site, deductible – two percent (2%) _____</p> <p>insurance required for liability for breach of professional duty: _____</p> <p>insurance required against liability for fitness for purpose (if any is required): _____</p> <p>Insurance required for injury to persons and damage to property: 20 Million Eastern Caribbean Dollars (XCD)</p> <p>Insurance required for injury to employees: 5 Million Eastern Caribbean Dollars</p> <p>other insurances required by Laws and by local practice:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	15 %
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	Hurricanes, Typhoons

Conditions	Sub-Clause	Data
Extent of insurance required for Goods	19.2.2	<p>All Goods, materials, equipment, and Plant to be incorporated into the Works must be insured against:</p> <ul style="list-style-type: none"> <li>- Loss or damage during transit (international and/or domestic),</li> <li>- Theft, fire, accidental damage, and natural disasters,</li> <li>- Handling and unloading risks at the site,</li> <li>- Storage risks at the site or intermediate locations, until installed or taken over</li> </ul>
Amount of insurance required for Goods		110% of the total value of the Goods
amount of insurance required for liability for breach of professional duty	19.2.3(a)	
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes/No
Period of insurance required for liability for breach of professional duty	19.2.3	
Amount of insurance required for injury to persons and damage to property	19.2.4	20 Million Eastern Caribbean Dollars (XCD)
Other insurances required by Laws and by local practice (give details)		
Time for appointment of DAAB member (s)	21.1	28 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	<p>Proposed by Employer  <i>1. Egbert Louis</i>  2. _____  3. _____</p> <p>Proposed by Contractor <i>[Attach CVs to the Contract]</i></p> <p>1. _____  2. _____  3. _____</p>

**Table: Summary of Sections (if any)**

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
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

## Part B - Special Provisions

**Sub-Clause 1.1.49****Laws**

The Sub-Clause is replaced with:

**“Laws”** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”

**Sub-Clause 1.1.74****Site**

The Sub-Clause is replaced with:

**“Site”** means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”

**Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88****Sub-Clause 1.1.89 Bank**

**“Bank”** means the financing institution (if any) named in the Contract Data.

**Sub-Clause 1.1.90****Borrower**

**“Borrower”** means the person (if any) named as the borrower in the Contract Data.

**Sub-Clause 1.1.91****ES**

**“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

**Sub-Clause 1.1.92****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.

**“SEA/SH Prevention and Response Obligations”** means the Contractor’s obligations in regard to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.25, 5.1, 6.9, 6.27, and 6.28.

**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: “it’s;”

“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;”

and the list renumbered accordingly.

**Sub-Clause 1.6**

**Contract Agreement**

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**

#### **Inspections & Audit by the Bank**

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

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C-Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, *inter alia*, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

#### **Sub-Clause 2.4**

#### **Employer’s Financial Arrangements**

The first paragraph is replaced with:

“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 2.6**  
**Employer-Supplied Materials and Employer's Equipment**

*[If Employer- Supplied Materials are listed in the Works' Requirements for the Contractor's use in the execution of Works, the following provisions may be added]:*

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 Specification, at the time(s) stated in the Specification (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.”

*[If Employer's Equipment are listed in the Specification for the Contractor's use in the execution of Works, the following provisions may be added]:*

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

“The Employer shall make the Employer's Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (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 Specification, 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 2.7**  
**SEA/SK Conference**

The following new Sub-Clause is added

“The Employer shall organize and run a SEA/SK orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SK orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SK orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SK Referrals*], Sub-Clause 21.10 [*Dissatisfaction with DAAB's decision of SEA/SK Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*].

**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.

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****Engineer's Representative**

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

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

**Sub-Clause 3.4****Delegation by the Engineer**

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

“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****Replacement of the Engineer**

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

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

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

The following is inserted after the paragraph “The Contractor shall execute the Works...”:

“The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

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. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice 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 applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid 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 4.4.1 [*Preparation and Review*].”

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.

“if so stated in the Specification, the Contractor shall:

- (i) design structural elements of the Works taking into account climate change considerations;
- (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people

of all ages and abilities in different situations and under various circumstances;

- (iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and
- (iv) any other requirement stated in the Specification.”

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.”

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

Any **Mobilization** fee stated in Bill of Quantities No.1 shall be reimbursed as follows:

An invoice for 70% of the Mobilization Fee shall be submitted to the Engineer only after the Engineer issues the Notice to Mobilize.

An invoice for the remaining 30% of the Mobilization Fee shall be submitted to the Engineer only after the drilling rig, integrated services, and all tangible items required from the Contractor have arrived at the first Drilling Location and are fully ready to commence operations.

The first payment (70%) shall be made by the Employer within twenty-eight (28) days following receipt of:

a properly issued invoice,  
the Shipping Documents,  
evidence of freight and cargo insurance, and

This period includes fourteen (14) days for the Engineer's review and approval.

The second payment (30%) shall be made by the Employer within twenty-eight (28) days following receipt of:

a properly issued invoice, and  
confirmation by the Engineer that the drilling rig, integrated services, and all tangible items from the Contractor are present at the first Drilling Location and ready for operations.

This also includes fourteen (14) days for the Engineer's review and approval.

**Mobilization** fee stated in Bill of Quantities No.1 shall be deemed to cover all costs and expenses incurred by contractor to mobilise, load out, transport, load down, rig up, modify (if necessary) and commission the Drilling Unit, Integrated Drilling Services and consumables to the initial wellpad location, regardless of actual costs, services, time incurred and personnel provided. The mobilisation fee shall be the only fee payable (other than Plant and Materials fee) to Contractor until the Drilling Unit, Integrated Drilling Services and Contractor tangible items are fully mobilized, commissioned, accepted by Engineer, and are ready in all respects to spud the first well, i.e. no day rate charges will be applicable during this period. The mobilisation fee shall also cover the mobilisation of all Contractor personnel required to perform the work. The Mobilisation shall be deemed completed once the last load has reached the first wellpad, and the Drilling Unit, Integrated Drilling Services and Contractor Tangible Items and all related equipment are rigged up and ready in all respects to commence operations.

Any **Demobilization** fee stated in Bill of Quantities No.1 shall be reimbursed as flows:

An invoice for 70% of the Demobilization Fee shall be submitted to the Engineer only after the Engineer issues the Notice to Demobilize.

An invoice for the remaining 30% of the Demobilization Fee shall be submitted to the Engineer only after the drilling rig, integrated services, leftover consumables have left St. Lucia.

The first payment (70%) shall be made by the Employer within twenty-eight (28) days following receipt of:

a properly issued invoice,  
the Shipping Documents,

This period includes fourteen (14) days for the Engineer's review and approval.

The second payment (30%) shall be made by the Employer within twenty-eight (28) days following receipt of:

a properly issued invoice, and  
confirmation by the Engineer that the drilling rig, integrated services, leftover consumables have left St. Lucia.

This also includes fourteen (14) days for the Engineer's review and approval.

The demobilisation fee shall be deemed to cover all costs and expenses incurred by Contractor, regardless of actual costs, to demobilise the Drilling Unit, Integrated Drilling Services, Leftover Contractor Items and personnel from the final wellpad location, including all costs related to insurance, dismantling, packing and transportation to its designated demobilisation location. The demobilisation fee shall be the only fee payable to Contractor whilst the Drilling Unit, Integrated Drilling Services, Contractor Items and personnel are being demobilised, i.e. no other charges will be applicable during this period.

Any **Moving Between Locations** fee stated in Bill of Quantities No.1 shall be reimbursed as flows:

The Contractor shall submit invoices for the **Moving Between Locations** fee upon completion of the respective rig move and confirmation by the Engineer that Contractor has spudded the next well.

The **Employer** shall make payment within **twenty-eight (28) days** of receipt of a properly issued invoice, which includes a period of **fourteen (14) days** for approval by the **Project Manager**.

The lump sum **Moving Between Locations** fee shall apply for all moves between two wellpads, regardless of the distance between well locations, and shall be based on the prior agreed

route available for the main loads, accounting for overhead clearance, bridge load ratings and road size, etc. No lump sum Moving Between Locations fee shall apply for the move to the first well on which operations are to be performed under the Contract, or for the move away from the final wellpad on which operations are to be performed under the Contract. Both of these cases are covered by the lump sum mobilization and demobilization fees. The relevant lump sum Moving Between Locations fee shall be payable to Contractor only after the preceding wellpad has been cleared in accordance with the Contract, and the Drilling Unit and Integrated Drilling Services has spudded the well at the next wellpad, and all required Contractor Items are ready to commence drilling and Engineer has accepted that the move has been completed.

The lump sum move fee is deemed to cover all costs and expenses incurred by Contractor in moving the Drilling Unit and Integrated Drilling Services including all costs related to transport of the Drilling Unit and Integrated Drilling Services equipment, all Contractor Items and personnel, from release of the Contractor from operations on the preceding well, until the next well is spudded. No other lump sum or day rate payments shall be payable during period when the lump sum Moving Between Locations payment applies.

#### **General Repair Allowance**

In the event of any breakdown of the Drilling Unit, Integrated Drilling Services equipment or any preventative maintenance to surface or subsurface equipment including the BOP control unit (and any related equipment), or if it becomes necessary to shut down the Drilling Operations for repairs of any surface or subsurface equipment due to lack of materials, equipment, services or labor required to be provided by Contractor, the following general repair allowance shall apply:

For the first forty-eight (48) cumulative hours per calendar month, payment shall be at the Stand-by Rate with Full Crew, thereafter the Zero Rate shall apply and Contractor shall not be entitled to any compensation until the moment that normal operations recommence.

If Contractor is at Zero Rate during the last day of the month for reasons described above, the Zero Rate shall continue to apply until such time as normal operations recommenced.

Unused hours cannot be accumulated or used during subsequent months.

For periods less than a calendar month at the start and end of the Contract, the number of hours specified above shall be reduced pro-rata.

Notwithstanding the foregoing, preventative maintenance of the top drive system (TDS), and slipping and cutting of block line operations shall be covered up to the time limits described below:

(i) Preventative maintenance of the TDS shall be performed at the operating rate up to a maximum of a half (1/2) hour per calendar day without carry over, subject always to Contractor endeavoring to carry out this type of maintenance during times that do not affect the operations.

(ii) Slipping and cutting of the block line operations shall be performed at the operating rate up to a maximum of one and one quarter (1-1/4) hours per slip and cut operation.

**Zero Rate** shall mean the time when the Contractor's Drilling Unit, Integrated Drilling Services or Contractor Tangible Items are not available or operable and interrupting the drilling operations for a time in excess of the General Repair Allowance. Contractor shall not be entitled to any compensation until the moment that normal operations recommence.

#### **Loss of or Abnormal Damage to Contractor Downhole Equipment**

Except to the extent of fair wear and tear, Employer shall reimburse Contractor in respect of loss of or damage to Contractor Downhole Equipment which occurs whilst the said items are in-hole below the rotary table, except to the extent that such loss or damage is caused by the gross negligence or willful misconduct (whether statutory or otherwise) of Contractor.

Except to the extent of fair wear and tear, Employer shall reimburse Contractor in respect of loss of or damage to Contractor Downhole Equipment due to abnormal damage (meaning damage which could not reasonably be expected in accordance with Scope of Work) which occurs whilst the said items are in-hole below the rotary table and results directly from:

- Corrosion, erosion or abrasion caused by the nature of the well effluent; or
- Excessive overpull (i.e. 85% of the pipe yield strength as per RP7G latest edition and when expressly instructed by Engineer)

except to the extent that such damage is caused by the gross negligence or willful misconduct (whether statutory or otherwise) of Contractor.

Employer liability for such loss or damage to Contractor Downhole Equipment shall be limited to either the actual repair cost or the replacement cost, whichever is the lesser. Where repair is possible, Employer shall, at its sole option, reimburse Contractor in respect of either the foregoing repair cost or replacement cost. Notwithstanding the foregoing, any replacement costs for which Employer is liable shall be reimbursed to Contractor subject to the deduction of depreciation, which shall be calculated in accordance with "Lost in Hole or Abnormal Damage Charges and Depreciation" described below.

***Lost in Hole or Abnormal Damage Charges and Depreciation***  
The replacement cost of any item of Contractor Downhole Equipment, shall be the actual documented purchase price. The actual amount payable to Contractor or the loss of Contractor Downhole Equipment shall be the said actual documented purchase price following the application of a depreciation rate.

In the event of abnormal damage or abnormal wear / tear to Contractor Downhole Equipment, that does not result in the actual or total constructive loss of such Contractor Downhole Equipment, Employer shall pay Contractor for the documented cost of repairing the damaged Contractor Downhole Equipment, up to a maximum of the amount otherwise payable to Contractor for the actual loss of Contractor Downhole Equipment after the application of the straight line depreciation.

The amount payable to Contractor shall be based on the time of the occurrence of the actual loss of, or abnormal damage to Contractor Downhole Equipment. The depreciated replacement cost shall be the amount payable to the Contractor for the actual total loss of Contractor Downhole Equipment. Depreciation of Contractor Downhole Equipment shall be deemed to have commenced at the initial documented date of delivery to Contractor following its initial purchase, with no residual value. All rates and any consumable costs shall cease for Contractor Equipment declared lost in hole from the time that such Contractor Equipment are initially stuck.

Employer shall have the right to reject claims where Contractor has failed to comply with its obligations specified in the Contract including, but not limited to, the following:

- the minimum inspection criteria and technical standards, as detailed in Technical Specifications have not been met by the Contractor; or

- if Contractor fails to meet its own procedures and standards.

The depreciation replacement cost shall be calculated as shown below.

Depreciation Classification	Equipment Description	Method of Depreciation
A	Electronic & Multifaceted Equipment, including but not limited to: Electric Logging Tools, Measurement While Drilling Tools, Logging While Drilling Tools, Rotary Steerable Drilling Systems, Turbines.	Straight line depreciation over 5 years to a residual cost of 60% from last documented full service including full strip down, with upgrades and modifications.
B	Bottom Hole Assembly Components with Intermediate Complexity, including but not limited to: Positive Displacement Motors, dynamically adjustable gauge stabilisers, jars, accelerators, thrusters.	Straight line depreciation over 5 years to a residual cost of 60% from date of manufacture or purchase date for items purchased from an external source.
C	Basic Bottom Hole Assembly Components, including but not limited to: Drill collars (all), Stabilisers, Hole openers, under reamers, roller reamers, all circulating and float subs, all other non-replaceable and/or non-refurbishable items	Straight line depreciation over 5 years to a residual cost of 50% from date of manufacture or purchase date for items purchased from an external source.
D	All other Contractor Downhole Equipment other than those classified as A, B or C.	Depreciation rate of 2% per month from the initial documented date of delivery of Contractor Downhole Equipment to Contractor, following its initial purchase, up to a maximum of 50% of replacement cost.

Contractor shall justify any claim for abnormal damage or lost in hole as set out below. Such resultant recharges to Employer should clearly identify and be supported by where appropriate the following information:

- Bottom hole assembly sheets showing Contractor Downhole Equipment lost in hole.
- Inspection report for lost in hole Contractor Downhole Equipment pre-delivery.
- Documentation supporting basis for replacement cost.
- Evidence of age of Contractor Downhole Equipment.
- Photographs of damaged articles.
- Subcontractor invoice (if relevant).
- Supporting documentation from Engineer at the well location referring to incident or activity when damage occurred.

The deductible amount for a single claim for the actual loss of or abnormal damage to Contractor Downhole Equipment

shall be three thousand U.S. Dollars (\$3,000.00) per occurrence. A single claim shall be for the total cost of all Contractor Downhole Equipment that are an actual loss and/or abnormally damaged. All claims that are less than three thousand U.S. Dollars (\$3,000.00) shall be to Contractor account.

### **Responsibility for the Well**

In the event of loss of or damage to any well caused by the gross negligence or willful misconduct (whether statutory or otherwise) of Contractor, Contractor liability shall be include performing all Remedial Work at the rates specified as Remedial Work Rate. Remedial Work means all things necessary or expedient to restore the situation well (including without limitation, as may be applicable, inspections to locate the hole, damage surveys, removal of debris and wreckage, re-entry into and/or making safe the old well, re-drilling and running casing) and shall involve the use of all available Contractor Drilling Unit, Integrated Drilling Services and Contractor Personnel, and shall be deemed to have started immediately after the loss or damage in question and shall end either when:

- the well or casing is restored to the state it was in immediately prior to the loss or damage, or
- a new replacement well reaches the same depth and is in the same condition as the old well immediately prior to the loss or damage, or
- the well in question has been properly abandoned in accordance with good drilling practice, in the event where restoration or re-drilling is impossible.

During any period of remedial work caused by the gross negligence or willful misconduct (whether statutory or otherwise) of Contractor, the operating rate shall cease to be applicable until all remedial work has been performed. During this period all other day rates (Drilling Unit and Integrated Drilling Services) shall be calculated against the **50%** applied to the operating rate.

#### **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, the 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 bidding documents for the subject contract or in another form agreed by 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  
Return of Performance Security**

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

**Sub-Clause 4.3**

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor

<b>Contractor's Representative</b>	shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
<b>Sub-Clause 4.6</b>	The following is added after the first paragraph:
<b>Co-operation</b>	"The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."
<b>Sub-Clause 4.8</b>	The following are included after deleting "and" at the end of (f) and replacing ":" with ";" at the end of (g):
<b>Health and Safety Obligations</b>	<p>"</p> <ul style="list-style-type: none"><li>(h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;</li><li>(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;</li><li>(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;</li><li>(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;</li><li>(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</li></ul>

(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 4.4.1 [*Preparation and Review*].

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,

(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 Specification.

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 4.15****Access Route**

Sub-Clause 4.15 (e) shall be modified to read:

‘All costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Employer’.

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

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

The Contractor shall monitor road safety incidents and accidents 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:

- i. protect the environment (both on and off the Site); and
- ii. 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 Specification, 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  
Progress Reports**

Replace “4.20 (g) with: “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*], and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, 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**

Sub-Clause 4.21 Security of the Site is replaced with:

#### **“Sub-Clause 4.21 Security of the Site**

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 Specification.

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 Specification.”

**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 Specification and relevant Laws.”

**Sub-Clause 4.24****Suppliers (other than Subcontractors)****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 4.8, 5.1 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 riverbeds 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 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 5.1**  
**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 SEA/SH Prevention and Response Obligations.

All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations.”

The following is added after the first sentence of the fourth paragraph: “The Contractor's submission to the Engineer shall also include such 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 5.1:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [*After Termination*].

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

**Sub-Clause 5.2.2**  
**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 5.2.3 [*Payment to nominated Subcontractors*].”

**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 Specification. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor’s foreign personnel.”

**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 Specification; 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 Specification, 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 Specification.”

**Sub-Clause 6.6****Facilities for Staff and Labour**

The following is added as the last paragraph:

“If stated in the Specification, 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 Specification.”

**Sub-Clause 6.7****Health and Safety of Personnel**

In the second paragraph, “The Contractor” is replaced with:

“Except as otherwise stated in the Specification, 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 6.10****Contractor's Records**

Sub-Clause 6.10(a) is replaced with the following:

"Occupations, actual working hours for each class and skill category of Contractor's Personnel including identifying those engaged through local labour."

**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 Specification 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 or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the 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 name, age, gender, hours worked, and category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers., and whether they are local labour as specified in Sub-Clause 6.1. These records shall be summarised on a monthly basis and submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Sub-Clause 6.24**  
**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 non-discrimination 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 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). 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.

#### **6.27.1 The Contractor's SEA/SH Response Mechanism**

#### **Contractor's SEA/SH Response Mechanism; Receipt**

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any

**of SEA/SH  
allegations; and  
Contractor's and  
non-compliance**

other person including third parties (“SEA/SH Response Mechanism”).

The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel.

**6.27.2 Receipt of SEA/SH allegations**

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate, the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

**6.27.3 Contractor’s non-compliance with SEA/SH contractual obligations**

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

**Sub-Clause 6.28**

**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 SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification 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 and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.

<b>Sub-Clause 7.3 Inspection</b>	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”
<b>Sub-Clause 7.7</b> <b>Ownership of Plant and Materials</b>	The following is added before the first paragraph: “Except as otherwise provided in the Contract,”
<b>Sub-Clause 8.1</b> <b>Commencement of Work</b>	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; (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.”

**Sub-Clause 8.3**

The following is added as Sub-Clause 8.3(l):

“Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)”.

**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**

Paragraph (b) is replaced with:

the Contractor shall be exempt to pay all taxes, duties and fees required to be paid by the Contractor under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.6 [Adjustments for Changes in Laws];

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 bidding 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****Withholding (amounts in an IPC)**

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

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

- “(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 Works' 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).

(d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met.

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.”

<b>Sub-Clause 15.1</b>	“and” is deleted from (b) and
<b>Notice to Correct</b>	“.” 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).”
<b>Sub-Clause 15.2.1</b>	
<b>Notice</b>	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.”
<b>Sub-Clause 15.8</b>	The following new Sub-Clause is added:
<b>Fraud and Corruption</b>	<p>“</p> <p>15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.</p> <p>15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”</p>
<b>Sub-Clause 16.1</b>	The following paragraph is inserted after the first paragraph:
<b>Suspension by Contractor</b>	“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.”

<b>Sub-Clause 16.2.1</b>	Sub-paragraph (j) is deleted in its entirety.
<b>Notice</b>	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 [ <i>Commencement of Works</i> ] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
<b>Sub-Clause 16.2.2</b>	The following is added at the end of Sub-Clause 16.2.2:
<b>Termination</b>	“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.”
<b>Sub-Clause 16.3</b> <b>Contractor's Obligations</b> <b>After Termination</b>	<i>[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]</i> “and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added: “ <ul style="list-style-type: none"> <li>i. deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [<i>Employer-Supplied materials and Employer's Equipment</i>]; and</li> <li>ii. remove all other Goods from the Site, except as necessary for safety, and leave the Site.”</li> </ul>
<b>Sub-Clause 17.1</b> <b>Responsibility for Care of the Works</b>	<i>[If Employer- Supplied Materials are listed in the Specification for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [<i>Employer-Supplied Materials and Employer's Equipment</i>]]</i> After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials.”

*[If Employer's Equipment are listed in the Works' Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]*

After the two instances of “Goods” in the last paragraph, the following is added: “, Employer's Equipment,”

#### **Sub-Clause 17.7**

##### **Use of Employer's Accommodation/Facilities**

The following Sub-Clause is added as 17.7:

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, 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)

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.”

#### **Sub-Clause 18.1**

##### **Exceptional Events**

Sub-paragraph (c) is substituted with:

“(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;”

#### **Sub-Clause 18.4**

##### **Consequences of an Exceptional Event**

The following is added at the end of sub-paragraph (b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ Insurance to be provided by the Contractor].”

#### **Sub-Clause 18.5**

##### **Optional Termination**

In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably.”

#### **Sub-Clause 19.1**

##### **General Requirements**

The following paragraphs are added after the first:

“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>This agreement of terms shall take precedence over the provisions of this Clause."</p>
<b>Sub-Clause 19.2</b> <b>insurance to be provided by the Contractor</b>	<p>The following is inserted as the first sentence in Sub-Clause 19.2:</p> <p>"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country."</p>
<b>Sub-Clause 19.2.5</b> <b>Injury to employees</b>	<p>The second paragraph is replaced with:</p> <p>"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."</p>
<b>Sub-Clause 20.1</b> <b>Claims</b>	<p>In a): "any additional payment" is replaced with "payment."</p>
<b>Sub-Clause 20.2</b> <b>Claims for Payment and/or EOT</b>	<p>The first paragraph is replaced with:</p> <p>"If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"</p>
<b>Sub-Clause 21.1</b> <b>Constitution of the DAAB</b>	<p>The following is added at the end of the first paragraph:</p> <p>"The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [<i>Receipt of SEA/SH allegations</i>] and Sub-Clause 6.27.3 [<i>Contractor's non-compliance with SEA/SH contractual obligations</i>], in accordance with Sub-Clause 21.9 [<i>SEA/SH Referrals</i>]."</p> <p>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."</p> <p>After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."</p>
<b>Sub-Clause 21.2</b>	<p>For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]" is replaced</p>

**Failure to Appoint DAAB Member (s)** with: “within 42 days from the date the Contract is signed by both Parties”.

**Sub-Clause 21.6 Arbitration** In the first paragraph, “unless otherwise agreed by both Parties:” is deleted and replaced with: “ The Parties agree:”

**The following new Sub-Clauses 21.9 to 21.11 are added**

**Sub-Clause 21.9 SEA/SH Referrals**

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of

occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.

**Sub-Clause 21.10**  
**Dissatisfaction with**  
**DAAB's decision on**  
**SEA/SH Referrals**

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 [*SEA/SH Referrals*], such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 [*Dissatisfaction with DAAB's decision*]. Sub-Clause 21.5 [*Amicable Settlement*] shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 [*Arbitration*].

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

**Sub-Clause 21.11**  
**Bank's disqualification of**  
**the Contractor and its**  
**Subcontractor/s**

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractors receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without prejudice to the Parties' rights and obligations under the Contract.

## **Appendix- General Conditions of DAAB Agreement**

### **1. Definitions**

Sub-Clause 1.4 “DAAB Activities.” At the end, the following is added: “This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract.”

	In Sub-Clause 1.8 a(i): “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer.”
<b>2. General Provisions</b>	Sub-Clause 2.2 is deleted in its entirety.
<b>3. Warranties</b>	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: <ul style="list-style-type: none"><li>a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;</li><li>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;</li><li>c) has received formal training as an adjudicator from an internationally recognized organization;</li><li>d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;</li><li>e) has experience in the interpretation of construction and/or engineering contract documents;</li><li>f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and</li><li>g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”</li></ul>
<b>7. Confidentiality</b>	In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added: “or (d) is being provided to the Bank.”
<b>9. Fees and Expenses</b>	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.

**Annex- DAAB Procedural Rules**

Rule 3.3 In 3.3 (b), “140 days” is replaced with: “90 days”.

Rule 3.7 The following is added after the sentence: “The agenda shall include review of the (i) Contractor’s compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer’s failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions.”

Rule 3.10 The following is added at the end of the paragraph: “The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations.”

The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor’s failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions.”

## Particular Conditions

### Part C- Fraud and Corruption

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

#### 1. Purpose

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

#### 2. Requirements

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

2.2 To this end, the Bank:

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

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other 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, consultants, contractors,

<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.

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 the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

---

<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.

## 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 other permits and consents
- 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. 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);
- h. training:
  - (i) number of new workers, number receiving induction training, dates of induction training;
  - (ii) Number receiving cultural sensitivity (local norms and behaviours) training, dates of training
  - (iii) Number receiving cultural resources (artifacts not necessarily of an archaeological nature) training, date of training

- (iv) Other trainings provided and number who attended
- i. environmental supervision:
  - (i) environmentalist: days worked, areas inspected and numbers of inspections of each, highlights of activities/findings, recurring issues;
- j. Grievances: list number and nature of new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
  - (i) Worker grievances;
  - (ii) Community grievances
- k. Community engagement:
- l. Number, dates and location of consultations
- m. 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) Equipment that has been maintained or serviced during the period.
- n. Environmental mitigations and issues (what has been done):
  - (i) dust: actions taken to minimise dust emissions during the reporting period;
  - (ii) stormwater controls/erosion control: inspections, repairs and maintenance undertaken during the period to ensure stormwater controls remain effective;
  - (iii) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - (iv) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - (v) details of supplementary water measures implemented in the reporting period.
- o. 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 MSIP 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 Manual 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.

## 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, which 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

#### SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
- (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.
- (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.
- (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.

***[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]***

***[If (d) or ( e) above are applicable, provide the following information:]***

Period of disqualification: From: \_\_\_\_\_ To: \_\_\_\_\_

If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations **(as per (d) above)**

Name of Employer: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract description: \_\_\_\_\_

Brief summary of evidence provided: \_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations **(as per (e) above)** *[attach details as appropriate]*.

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

## Table of Forms

<b>Notification of Intention to Award .....</b>	<b>286</b>
<b>Beneficial Ownership Disclosure Form .....</b>	<b>290</b>
<b>Letter of Acceptance .....</b>	<b>292</b>
<b>Contract Agreement .....</b>	<b>293</b>
<b>Performance Security- Option 1: Demand Guarantee.....</b>	<b>295</b>
<b>Performance Security- Option 2: Performance Bond .....</b>	<b>297</b>
<b>Environmental and Social (ES) Performance Security .....</b>	<b>299</b>
<b>Advance Payment Security .....</b>	<b>301</b>
<b>Retention Money Security.....</b>	<b>303</b>

## Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

## Notification of Intention to Award

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

**Project:** *[insert name of project]*

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

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

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

**RFB No:** *[insert RFB 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 Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

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

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

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

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

**[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful.**  
**Do NOT include: (a) a point by point comparison with another Bidder's Bid or**  
**(b) information that is marked confidential by the Bidder in its Bid.]**

#### 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 Bid. 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 Bidder, 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 Bidder, 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 Bidder who submitted a Bid 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 BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder 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 Bidder is any natural person who ultimately owns or controls the Bidder 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 Bidder*

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

**Request for Bid 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 Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

**OR**

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

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

**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 Bidder 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 Bidder”

**Name of the Bidder:** \*[*insert complete name of the Bidder*] \_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[*insert complete name of person duly authorized to sign the Bid*] \_\_\_\_\_

**Title of the person signing the Bid:** [*insert complete title of the person signing the Bid*] \_\_\_\_\_

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

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

This is to notify you that your Bid 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 Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

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

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

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

## Attachment: Contract Agreement

## Contract Agreement

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

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid 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;
  - (b) the Letter of Bid;
  - (c) the addenda Nos \_\_\_\_\_ (if any);
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings; and
  - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ES Management Strategies and Implementation Plans;
    - ii. Code of Conduct for Contractor's Personnel (ES);
    - iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration; and
    - iv. Local Labour Method Statement
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

## 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.:** \_\_\_\_\_

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

---

<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."

---

[signature(s)]

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

## Performance Security- Option 2: Performance Bond

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

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

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

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders 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 Bidder, arrange for a Contract between such Bidder 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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its 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 expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

<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."

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]*

*[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 \_\_\_\_\_ ..

<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.*

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 \_\_\_\_ 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.

---

[signature(s)]

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

---

<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.

<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.

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 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.***

---

<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."