

SECTION II - PROPOSAL DATA SHEET (PDS)

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

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for Proposals is: [insert reference number of the Request for Proposals]</p> <p>The Employer is: PNG Power Limited</p> <p>The name of the RFP is: Port Moresby Transmission Lines Project: Edevu to Moitaka</p> <p>The number and identification of lots (contracts) comprising this RFP is: N/A</p>
ITP 2.1	The Financing Recipient is: the Independent State of Papua New Guinea
ITP 2.1	<p>Loan or Financing Agreement amount: [insert AU/US\$ equivalent]</p> <p>The name of the Project is: Port Moresby Transmission Lines Project: Edevu to Moitaka</p>
ITP 1.3 (a)	<p>“Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this procurement process:</p> <p>[https://portal.tenderlink.com/pngpower]</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <ul style="list-style-type: none"> • Issuing RFP. • Submissions of Proposals. <p>The Proposal must be either uploaded to the system or lodged by email to: [tenders@pngpower.com.pg]</p> <p>Two digital files must be submitted:</p> <ul style="list-style-type: none"> • Proposal – Technical Part. • Proposal – Financial Part.

ITP 4.1	Maximum number of members in the JV shall be: Three (3)
ITP 4.5	<p>A Proposer will be excluded from consideration if listed:</p> <ul style="list-style-type: none"> (i) By the Australian Minister of Foreign Affairs under the Charter of the United Nations Act of 1945 and/or listed in regulations made under Division 102 of the Criminal Code Act of 1995 (Cth); (ii) by the World Bank on its "Listing of Ineligible Firms" or "Listing of Firms Letters of Reprimand" posted at www.worldbank.org (the "World Bank List") or on http://www.worldbank.org/debarr; or (iii) by any other donor of development funding on a list similar to the World Bank List.
B. RFP Document	
ITP 7.1	<p>For Clarification of Proposal purposes only, the Employer's address is:</p> <p>Attention: [ASHER LIULIU]</p> <p>Address: [CNR WARDS RD & CORDIA STREET, HOHOLA, PORT MORESBY, NCD, PAPUA NEW GUINEA]</p> <p>City: Port Moresby</p> <p>Country: <i>Papua New Guinea</i></p> <p>Telephone: <i>N/A</i></p> <p>Electronic mail address: [aliuliu@pngpower.com.pg]</p> <p>Requests for clarification should be received by the Employer no later than: 14 days after issuing the RFP.</p>
ITP 7.1	<p>Web page: [www.pngpower.com.pg/tenders and https://portal.tenderlink.com/pngpower]</p>
ITP 7.4	<p>A Pre-Proposal meeting to detail the scope of work, describe the site conditions and address any initial questions will take place at the following date, time and place:</p> <p>Date: <<insert>> _____</p> <p>Time: <<insert>> _____</p> <p>Place: <<insert>> _____</p> <p>A site visit conducted by the Employer shall not be organized.</p>

C. Preparation of Proposals	
ITP 11.1	<p>The language of the Proposal is: <u>English</u></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITP 12.2(I)	<p>The Proposer shall submit as part of its Technical Part the following additional documents:</p> <p>Code of Conduct for Contractor's Personnel (ES)</p> <p>The Proposer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>Local Labour and Industry Participation Plan</p> <p>The Proposer shall submit a preliminary local labour and industry participation plan as requested in Section VII, including questionnaire detail in Appendix A of Section VII. The plan will be assessed separately and form part of the required contract scope and deliverables (including milestones associated with its achievement).</p> <p>Construction Environmental and Social Management Plan</p> <p>The Proposer shall submit a preliminary Construction Environmental and Social Management Plan (CESMP), based on the project ESMP appended to the Feasibility Study.</p> <p>Draft WHS Plan</p> <p>The Proposer shall submit a draft Workplace Health and Safety (WHS) Plan for the Project. This shall accompany other detail requested on the management of quality, environmental matters and community engagement in Appendix B of Section VII.</p> <p>COVID-19 Management Plan</p> <p>The Proposer shall submit a COVID-19 Management Plan that details the risks associated with the pandemic and mitigation and management measures proposed to manage risks and maintain project schedule. Further detail on the requirements of the plan is provided in Section VII.</p> <p>Safeguards & Quality Questionnaire</p> <p>The Proposer shall submit the Safeguards & Quality Questionnaire in Appendix C of Section VII.</p>

ITP 12.3 (e)	The Proposer shall submit with its Proposal the following additional documents: None
ITP 14.1	Alternative Proposals shall be considered.
ITP 15.1	The Works are contracted on a "single responsibility" basis.
ITP 15.3	The prices quoted by the Proposer shall be subject to adjustment during the performance of the Contract.
ITP 16.1	<p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative B as described below:</p> <p>Alternative B (Proposers allowed to quote in local and foreign currencies):</p> <p>(a) The prices shall be quoted by the Proposer in the Schedule of Priced Activities and Sub-activities separately in the following currencies:</p> <ul style="list-style-type: none"> (i) for those inputs to the Works that the Proposer expects to supply from within the Employer's country, in PNG Kina /, and further referred to as "the local currency" or in Australian Dollars; and (ii) for those inputs to the Works that the Proposer expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"), in either of the above currencies.
ITP 19	<p>A <i>Proposal Security</i> shall not be required.</p> <p>A Proposal-Securing Declaration shall be required.</p> <p>If the Proposer performs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Financing Recipient will declare the Proposer ineligible to be awarded contracts by the Employer for a period of five (5) years, starting from the date the Proposer performs any of the actions specified in ITP 19.9 (a) or (b.)</p>
ITP 19.3 (d)	Other types of acceptable securities: None
ITP 20.1	The Proposal shall be valid for 90 days.
ITP 20.3	The Proposal price shall be adjusted by the following factor(s): None
ITP 21.1	<p>The written confirmation of authorization to sign on behalf of the Proposer shall consist of:</p> <p>A Proof of Authorisation shall be furnished in the form of a written Power-of-Attorney which shall accompany the Proposal.</p>
D. Submission of Proposals	

ITP 22.1(b)	In addition to the original of the Proposal, the number of copies (if delivered in hardcopy) is: Three (3)
ITP 23.1	<p>For Proposal submission purposes only, the Employer's address is :</p> <p>Attention: DANAE PALA – TEAM LEADER TENDERS & SUPPLY MANAGEMENT / _____</p> <p>Street Address: PNG POWER LIMITED, NATIONAL OFFICE, CNR WARDS RD & CORDIA STREET, HOHOLA, PORT MORESBY, NCD, PAPUA NEW GUINEA _____</p> <p>City: [insert name of city or town] _____</p> <p>_____</p> <p>Country: [insert name of country] _____</p> <p>The deadline for Proposal submission is:</p> <p>Date: [insert day, month, and year] _____</p> <p>Time: 5:00 p.m.</p>
ITP 23.1	<p>Proposers shall have the option of submitting their Proposals electronically.</p> <p>The electronic Proposal submission procedures shall be: [insert a description of the electronic Proposal submission procedures.]</p>
E. Opening of Technical Parts of Proposals	
ITP 26.1	<p>The Proposal opening shall take place at:</p> <p>Street Address: [insert street address and number] _____</p> <p>Floor/Room number: [insert floor and room number, if applicable] _____</p> <p>City: [insert name of city or town] _____</p> <p>Country: [insert name of country] _____</p> <p>Date: [day, month, and year] _____</p> <p>Time: 10:00 a.m. _____</p>

ITP 26.1	The electronic Proposal opening procedures shall be: <i>[insert a description of the electronic Proposal opening procedures.]</i>	
G. Evaluation of Technical Parts of Proposals		
ITP 31.2	The technical factors (sub-factors) and the corresponding weight out of 100% are:	
	Technical Factor	Weight in percentage (%)
	1. Overall Project Management	15 Max.
	a. Extent to which Proposed Works meet the Employer's Requirement	5
	b. Overall Approach	5
	c. Key Personnel Qualifications, Experience and Resource Schedule	5
	2. Value Addition	10 Max.
	a. Extent to which Proposal adds value in terms of performance, functionality and/or O&M costs.	4
	b. Local Content and Industry Participation Plan	6
	3. Approach and Methodology	40 Max.
	a. Design methodology and philosophy including, i. Integration of key issues such as climate resilience, value engineering, GEDSI, O&M costs and environmental response.	5
	b. Construction management strategy;	5
	c. Technical Standards and Building Construction and Environmental Laws compliance	4
	d. Method statement for key construction activities;	3
	e. Testing and commissioning strategy	3
f. Code of Conduct	2	
g. Work Program;	10	

	<i>h. Contract personnel organization chart</i>	<i>1</i>
	<i>i. O&M capacity building and knowledge</i>	<i>3</i>
	<i>j. Risk assessment</i>	<i>2</i>
	<i>k. Key equipment strategy</i>	<i>2</i>
	4. Quality and Safety Management	<i>10 Max.</i>
	<i>Quality management including</i> <i>i. Project quality procedures,</i> <i>ii. Approach to design management,</i> <i>iii. Site quality</i>	<i>4</i>
	<i>Safety management, including</i> <i>i. Policies and/or procedures to ensure compliance with the relevant national legislation,</i> <i>ii. Site safety provisions,</i> <i>iii. Workplace Health and Safety Plan,</i> <i>iv. Advancing women's equality and safety by demonstrating a commitment to addressing gender-based violence</i>	<i>4</i>
	<i>COVID-19 management plan</i>	<i>1</i>
	<i>Climate and disaster resilience</i>	<i>1</i>
	5. Environmental and Social Safeguard Management	<i>15 Max.</i>
	<i>a. Environmental Management, including</i> <i>i. Environmental management plan, policies and procedures, quality accreditation</i> <i>ii. Method of identification of activities with potential impact, and mitigation proposals</i> <i>iii. Other</i>	<i>8</i>
	<i>b. Social Safeguard Management plan, including Gender Inclusion and Community Engagement, including</i> <i>i. Development of actions to address GEDSI constraints for women and people living with disabilities</i>	<i>7</i>

	ii. <i>Strategies to ensure the inclusion of GEDSI considerations into the design and construction of the Project</i>	
	6. Previous Experience	<i>10 Max.</i>
	a. <i>Design and construction of transmission lines and substations of similar scale and in similar construction conditions</i>	5
	b. <i>Similar contract experience in similar climate condition (tropical climate)</i>	3
	c. <i>Similar contract experience requiring environmental management of Cat B project rating</i>	2
H. Opening of Financial Parts		
ITP 34.1	The Letter of Proposal and Price Schedules shall be initialed by two representatives of the Employer conducting Proposal opening.	
I. Evaluation of Financial Part		
ITP 38.1	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: Australian dollars.</p> <p>The source of exchange rate shall be: The Selling Exchange rate of the Bank of Papua New Guinea available at the website: http://www.bankpng.gov.pg/</p> <p>The date for the exchange rate shall be the deadline for submission of Proposals as specified in ITP 23, unless otherwise specified by the Employer.</p> <p>The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure under Alternative B that follows:</p> <p>Alternative B: Proposers quote in local and foreign currencies</p> <p>The Employer will convert the amounts in various currencies in which the Proposal Price, corrected pursuant to ITP 37.1, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>	
ITP 39.1	A margin of domestic preference shall not apply.	

ITP 40.1 (f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <p>(a) Deviation in Time Schedule: Yes</p>
J. Evaluation of Combined Technical and Financial Part	
ITP 43.1	<p>The weight to be given for cost is: 40%</p> <p>The weight to be given for technical is: 60%</p>
ITP 44.1	BAFO does not apply.
ITP 46.1	<p>Negotiation does apply.</p> <p>If negotiation applies, the procedure will be:</p> <ul style="list-style-type: none"> • The Employer and the Contractor will meet and agree on changes that are not substantial. (Substantial changes are changes which include any cost variation more than 5% of the contract value (cost) or timeframe (contract duration), significant changes in scope or technical requirements, changes in key personnel or payment/delivery milestones.) • A probity officer engaged by DFAT will be present at any negotiation. • If any changes have been negotiated, the Employer will identify all proposed changes to the Form of Contract. • The Employer will submit the negotiated contract for No-Objection to AIFFP. • If the negotiations fail (i.e. if the parties fail to reach an agreement on contract terms), negotiations with the second-ranked Proposer may only start after No-Objection has been obtained from AIFFP.
K. Award of Contract	
ITP 53.1	The successful Proposer shall submit the Beneficial Ownership Disclosure Form.
ITP 54.1 and 54.2	The successful Proposer shall be required to submit an Environmental and Social (ES) Performance Security.
ITP 55.1	<p>The procedures for making a Procurement-related Complaint are</p> <p><<PPL to enter details>></p> <p>If a Proposer wishes to make a Procurement-related Complaint, the Proposer shall submit its complaint following these procedures.</p>

	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this RFP document;2. the Employer's decision to exclude a Proposer from the procurement process prior to the award of contract; and3. the Employer's decision to award the contract.
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A. Technical Part

1. Qualification

1.1 Update of Information

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

1.2 Financial Resources

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

(i) the following cash-flow requirement:

AUD \$ 8,000,000 for the first twelve (12) months of the contract,

and

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

1.3 Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity Requirements	Joint Venture Requirements			Submission Requirements
		All Members Combined	Each Member	One Member	

1.3.1 General Experience

Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last (5) years prior to the bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-1
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1.3.2 (a) Specific Experience

A minimum number of (3) similar turnkey	Must meet requirement	Must meet requirement ³	N/A	N/A	Form EXP-2(a)
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³ 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 a member

contracts that have been satisfactorily and substantially ¹ completed as a prime contractor, joint venture member ² , management contractor or subcontractor within the last (5) years each of minimum value of US\$15,000,000, but with a cumulative value of all contracts equal to or more than US\$70,000,000. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Part 2 (Employer's Requirements)					
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1.3.2 (b) Specific Experience in managing ES aspects

For the contracts in 1.3.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor in at least the last (5) years prior to the bid submission deadline, experience managing all ES risks and impacts for Category 2 Projects.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP-2(b)
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1.4 Contractor's Representative and Key Personnel

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

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

contributing to meeting the requirement 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 members, each of value equal or more than the minimum value required, shall be aggregated.

¹ Substantial completion shall be based on 80% or more of the contract completed.

² For contracts under which the Proposer participated as a joint venture member or sub-contractor, only the Proposer's role and responsibilities shall be considered to meet this requirement.

1.5 Equipment

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

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

1.6 Subcontractors

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

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

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

2. Evaluation of Technical Part (ITP 31)

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

Technical proposal scoring methodology

1. Each criteria shall be rated based on the following approach:
 - a. For Criteria 1-5:

Rating	Description of Rating of Scores
Excellent 100%	Significantly exceeds requirements. Exceptional demonstration by the Proposer showing it has the relevant experience, ability, understanding, skills and resources required to properly delivery the Project on time. Response identifies factors that could offer potential added value. <u>Excellent supporting evidence provided.</u>
Good 80%	Exceeds the requirements and demonstrates an above average understanding of the Proposer showing it has the relevant experience, ability, understanding, skills and resources required to deliver the Project on time. <u>Good supporting evidence provided.</u>

Acceptable 70%	Satisfies the requirements. The Proposer has demonstrated it has relevant experience, the ability, understanding, skills and resources necessary to deliver the Project on time. <u>Sufficient supporting evidence is provided.</u>
Unacceptable 50%	The submission does not satisfy the requirements, and there are identified deficiencies.
Objectionable 20%	The submission is significantly below the requirements or is absent. There are major reservations concerning the Proposer's relevant experience, the ability, understanding, skills and resources necessary to deliver the project on time. Little or no supporting evidence is provided.

b. For Criteria 6 (Past Experience):

Rating	Description of Rating of Scores
Excellent 100%	Significantly exceeds requirements. Exceptional demonstration by the Proposer showing it has <u>previously implemented more than 10 similar projects.</u>
Good 80%	Exceeds the requirements. Above average demonstration by the Proposer showing it has <u>previously implemented more than five similar projects.</u>
Acceptable 70%	Satisfies the requirements. The Proposer has previously implemented at least one contract or <u>substantially completed a contract of similar nature.</u>
Some reservations 50%	The submission does not fully meet the requirements. The Proposer was just recently awarded a similar contract.
Serious reservations 20%	Significantly below the requirements or is absent. There are major reservations concerning the Proposer's relevant experience. The Proposer has participated in a contract of similar size but involvement is limited to <u>only design or build/construct portions, or only for a single component.</u>

2. Proposers must achieve a minimum passing score of 70% for each criteria to be considered substantially responsive.

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

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

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

where:

S_j = the Factor Technical Score of factor “j”

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

n = the number of Factors

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

B. Financial Part

1. Margin of Preference

Not applicable.

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

The following factors and methods will apply:

(a) Time Schedule

Time for completion of the Works from the Commencement Date shall be between **xxx** days minimum and 598 days maximum. The adjustment rate in the event of completion beyond the minimum period shall be 0.5 (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Proposals offering a completion date beyond the maximum designated period shall be rejected.

(b) Life Cycle Costs

Life cycle costing shall not apply.

(c) Specific additional criteria

Not applicable.

(d) Multiple Contracts (ITP 40.3)

Not Applicable.

C. Combined Evaluation

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

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

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

where

C = Evaluated Proposal Cost

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

T = the total Technical Score awarded to the Proposal

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

X = weight for Cost as specified in the PDS

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

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Proposal Forms

Letter of Proposal - Technical Part

INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

Dear Sir or Madam:

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

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

Having examined the RFP Documents, including any Addenda issued in accordance with ITP 8, we, the undersigned, offer to execute the Works to provide detailed engineering, procurement, construction, installation, and commissioning services for the following facilities:

- A new 35 km 132 kV double-circuit transmission line to connect the existing PNG Power Ltd. Moitaka station to the Edevu Hydropower station being developed by PNG Hydro Ltd.
- Two (2) new 132 kV/66 kV bays extension to the Moitaka substation.
- A new 66 kV/11 kV substation at Gerehu to integrate into the existing L546 66 kV single-circuit line.

- A new 132 kV substation at Edevu with one (1) bay to connect to the Edevu Hydropower station and two (2) bays to connect to the Moitaka station

in full conformity with the said RFP Documents, and any Addenda.

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

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

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

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

- (i) *[have not been subject to disqualification by AIFFP / DFAT for non-compliance DFAT Environmental and Social Safeguard Policy (2018).]*
- (ii) *[are subject to disqualification by AIFFP / DFAT for non-compliance with DFAT Environmental and Social Safeguard Policy (2018).]*
- (iii) *[had been subject to disqualification by AIFFP / DFAT for non-compliance with DFAT Environmental and Social Safeguard Policy (2018). An arbitral award on the disqualification case has been made in our favor.]*
- (iv) *[had been subject to disqualification by AIFFP / DFAT for non-compliance with DFAT Environmental and Social Safeguard Policy (2018) 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 AIFFP / DFAT for non-compliance with DFAT Environmental and Social Safeguard Policy (2018) for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

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

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

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

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

Name	Address
1.	
2.	
3.	

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

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

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

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

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

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

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

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

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

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

ENCLOSURE(S):

Letter of Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

Dear Sir or Madam:

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

Having examined the RFP Documents, the Addenda issued in accordance with ITP 8, we, the undersigned, offer to execute the Works to provide detailed engineering, procurement, construction, installation, and commissioning services for the following facilities:

- A new 35 km 132 kV double-circuit transmission line to connect the existing PNG Power Ltd. Moitaka station to the Edevu Hydropower station being developed by PNG Hydro Ltd.
- Two (2) new 132 kV/66 kV bays extension to the Moitaka substation.
- A new 66 kV/11 kV substation at Gerehu to integrate into the existing L546 66 kV single-circuit line.
- A new 132 kV substation at Edevu with one (1) bay to connect to the Edevu Hydropower station and two (2) bays to connect to the Moitaka station,

in full conformity with the said RFP Documents, and any Addenda for the total Proposal Price, excluding any discounts offered as follows:

[Insert one of the options below as appropriate]

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

Or

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

The discounts offered and the methodology for their application is:

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

If our Proposal is accepted, we undertake to provide an advance payment security, and a Performance Security in the forms, in the amounts, and within the times specified in the RFP Documents.

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

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

ENCLOSURE(S):

Appendix to Proposal

Schedule of Cost Indexation

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

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

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

where:

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

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

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

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

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

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

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

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

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

Table of Adjustment Data

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

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Proposer's related currency amount	Proposer's proposed weighting
	Nonadjustable	—	—		a: 10%
	Labour				b: (40 to 70%)*
	Equipment				c: (10 to 40%)*
	Materials				d: (10 to 40%)*
	Other				e: (0 to 20%)*
Total					1.00

["a" is a fixed percentage. For "b", "c", "d" and "e" a range of values has been given and the Proposer shall specify a value within the range such that the total weighting = 1.00]*

Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index	Base value and date	Proposer's related source currency in type/amount	Equivalent in FC1	Proposer's proposed weighting
	Nonadjustable	—	—	—		a: 10%
	Labour					b: (40 to 70%)*
	Equipment					c: (10 to 40%)*
	Materials					d: (10 to 40%)*
	Other					e: (0 to 20%)*
Total						1.00

[* "a" is a fixed percentage. For "b", "c", "d" and "e" a range of values has been given and the Proposer shall specify a value within the range such that the total weighting = 1.00]

Table C. Summary of Payment Currencies

Table: Alternative B

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

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	

Schedule of Priced Activities and Sub-activities

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

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



Pricing Schedule

Daywork Schedule

General

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

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the laws of the Independent State of Papua New Guinea. The basic rates will be payable in local currency only.
 - (b) The additional percentage payment to be quoted by the Proposer and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:
 - (i) foreign: ____ percent (to be stated by proposer).¹

¹ The Proposer shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

- (ii) local: _____ percent (to be stated by proposer).

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
 - (b) the additional percentage payment shall be quoted by the Proposer and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
 - (i) foreign: _____ percent (to be stated by the proposer);²
 - (ii) local: _____ percent (to be stated by the proposer);
 - (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

² The Proposer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

- (a) foreign: _____ percent (to be stated by the proposer).³
- (b) local: _____ percent (to be stated by the proposer).

³ The Proposer shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Schedule of Daywork Rates: 2. Materials

[illegible]

a. To be entered by the Proposer,

Schedule of Daywork Rates: 3. Contractor's Equipment

[illegible]

a. To be entered by the Proposer.

Daywork Summary

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

Specified Provisional Sums

<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1		
2		
3		
4	<i>[To be entered by the Employer The provisional sums shall include an estimated amount to cover the Employer's portion (50%) of DAAB's fees and expenses.]</i> provisional sums for the Employer's portion of DAAB costs	
etc.		
	Total for Specified Provisional Sums	
	(carried forward to Grand Summary (B), p. _____)	

Grand Summary

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

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

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

Schedule of Payments

Project: [insert name of project] Employer: PNG Power Limited MILESTONE PAYMENT SCHEDULE Each milestone will only be paid when the milestone is substantially complete (including necessary QC/QA documentation)*				
ENGINEERING				
MS-1.0	Item Description	Component	Milestone Value (USD)	Estimated Date of Completion (As per project schedule)
MS-1.1	Issued For Client Review (IFCR) Submission	T-Line		
MS-1.2	Issued For Construction (IFC) Approval	T-Line		
MS-1.3	Issued For Client Review (IFCR) Submission	All Substations		
MS-1.4	Issued For Construction (IFC) Approval	All Substations		
MS-1.5	As-Built Submitted	T-Line		
MS-1.6	As-Built Submitted	All Substations		
Engineering Total Cost			\$	
PROCUREMENT				
MS-2.0	Item Description	Component	Milestone Value (USD)	Estimated Date of Completion (As per project schedule)
MS-2.1	Issuance of PO - Tower Steel	T-Line		
MS-2.2	Issuance of PO - Tower Foundation Material	T-Line		
MS-2.3	Issuance of PO - Insulators/Hardware/Dampers/Grounding	T-Line		
MS-2.4	Issuance of PO - Conductors & OHSW/DPGW	T-Line		
MS-2.5	Issuance of PO - Foundation Material (Xfms and Major Equip)	Edevu SS		
MS-2.6	Issuance of PO - Foundation Material (Xfms and Major Equip)	Moitaka TS		
MS-2.7	Issuance of PO - Foundation Material (Xfms and Major Equip)	Gerehu TS		
MS-2.8	Issuance of PO - Power Transformers	Moitaka TS		
MS-2.9	Issuance of PO - Power Transformers	Gerehu TS		
MS-2.10	Issuance of PO - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Edevu SS		
MS-2.11	Issuance of PO - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Moitaka TS		
MS-2.12	Issuance of PO - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Gerehu TS		
MS-2.13	Issuance of PO - Major Equipment (MV Switchgear/Bus VT/ES/Cap Bank)	Gerehu TS		
MS-2.14	Issuance of PO - Steel Structures (Gantries and Major Equip)	Edevu SS		
MS-2.15	Issuance of PO - Steel Structures (Gantries and Major Equip)	Moitaka TS		
MS-2.16	Issuance of PO - Steel Structures (Gantries and Major Equip)	Gerehu TS		
MS-2.17	Issuance of PO - Bus Work and Grounding (Bus and Cables)	Edevu SS		
MS-2.18	Issuance of PO - Bus Work and Grounding (Bus and Cables)	Moitaka TS		
MS-2.19	Issuance of PO - Bus Work and Grounding (Bus and Cables)	Gerehu TS		
MS-2.20	Issuance of PO - Control Building (incl. AC/DC, P&C and SCADA)	Edevu SS		
MS-2.21	Issuance of PO - Control Building (incl. AC/DC, P&C and SCADA)	Moitaka TS		
MS-2.22	Issuance of PO - Control Building (incl. AC/DC, P&C and SCADA)	Gerehu TS		
MS-2.23	Tower Shop and Assembly Drawings Release	T-Line		
MS-2.24	FAT - Tower Steel (if required)	T-Line		
MS-2.25	FAT - Tower Foundation Material (if required)	T-Line		
MS-2.26	FAT - Insulators/Hardware/Dampers/Grounding (if required)	T-Line		
MS-2.27	FAT - Conductors (if required)	T-Line		
MS-2.28	FAT - OHSW & DPGW (if required)	T-Line		
MS-2.29	Delivery at Site - Tower Steel - 50%	T-Line		
MS-2.30	Delivery at Site - Tower Steel - 100%	T-Line		
MS-2.31	Delivery at Site - Tower Foundation Material	T-Line		
MS-2.32	Delivery at Site - Insulators/Hardware/Dampers/Grounding - 100%	T-Line		
MS-2.33	Delivery at Site - Conductors & OHSW/DPGW - 100%	T-Line		
MS-2.34	Delivery at Site - Foundation Material (Xfms and Major Equip)	Edevu SS		
MS-2.35	Delivery at Site - Foundation Material (Xfms and Major Equip)	Moitaka TS		
MS-2.36	Delivery at Site - Foundation Material (Xfms and Major Equip)	Gerehu TS		
MS-2.37	Delivery at Site - Power Transformers	Moitaka TS		
MS-2.38	Delivery at Site - Power Transformers	Gerehu TS		
MS-2.39	Delivery at Site - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Edevu SS		
MS-2.40	Delivery at Site - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Moitaka TS		
MS-2.41	Delivery at Site - Major Equipment (CBs/CTs/DSs/CVTs/SAs/SSTs/E-Gen)	Gerehu TS		
MS-2.42	Delivery at Site - Major Equipment (MV Switchgear/Bus VT/ES/Cap Bank)	Gerehu TS		
MS-2.43	Delivery at Site - Steel Structures (Gantries and Major Equip)	Edevu SS		
MS-2.44	Delivery at Site - Steel Structures (Gantries and Major Equip)	Moitaka TS		
MS-2.45	Delivery at Site - Steel Structures (Gantries and Major Equip)	Gerehu TS		
MS-2.46	Delivery at Site - Bus Work and Grounding (Bus and Cables)	Edevu SS		
MS-2.47	Delivery at Site - Bus Work and Grounding (Bus and Cables)	Moitaka TS		
MS-2.48	Delivery at Site - Bus Work and Grounding (Bus and Cables)	Gerehu TS		
MS-2.49	Delivery at Site - Control Building (incl. AC/DC, P&C and SCADA)	Edevu SS		
MS-2.50	Delivery at Site - Control Building (incl. AC/DC, P&C and SCADA)	Moitaka TS		
MS-2.51	Delivery at Site - Control Building (incl. AC/DC, P&C and SCADA)	Gerehu TS		
Procurement Total Cost			\$	