**3. Technical Offer**

**3. Technical Offer**

**[The information to be provided by the Tenderer in the Technical Offer shall be used for purposes of establishing responsiveness in accordance with ITT Clause 31. This information shall not be incorporated in the Contract. Attach additional pages as necessary.]**

|  |  |
| --- | --- |
| 1. Environmental, Health and Safety Requirements
 |  1.1 The Contractor will be required to carry out the Works in accordance with the site-specific Environmental Management Plan (“EMP”), to be prepared by it following Contract award, and approved by the Project Manager. Tenderers shall demonstrate that they possess a high level of Environmental and Social (“E&S”) management expertise and can successfully manage the E&S risks associated with the implementation of the Works, as follows: 1. Provide examples of site-specific E&S management plans developed by the Tenderer for similar work over the last 5 years;
2. Demonstrate a successful record implementing effective E&S mitigation measures on similar projects over the last 5 years;
3. Describe proposed E&S staffing, roles and responsibilities, and management structure;
4. Describe the proposed approach to managing E&S impacts during implementation of the Works, including a description of the mitigation measures that will be used and international E&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical E&S issues related to the Works; and
5. Provide 2 references regarding the Tenderer’s development of site-specific EMPs and successful implementation of E&S mitigation measures.
 |
|  | 1.2 The Contractor will be required to carry out the Works in accordance with the site-specific Health and Safety Plan to be developed by it following Contract award, and approved by the Project Manager. Tenderers shall demonstrate that they possess a high level of Health and Safety (“H&S”) management expertise and can successfully manage the H&S risks related to the implementation of the Works. To demonstrate, they shall provide the following:1. Provide examples of H&S management plans developed by the Tenderer for similar work over the last 5 years;
2. Demonstrate a successful record implementing effective H&S mitigation measures on similar projects over the last 5 years;
3. Describe proposed H&S staffing, roles and responsibilities, and management structure;
4. Describe the proposed approach to managing H&S impacts during implementation of the Works, including a summary of mitigation measures that will be used and international H&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical H&S issues related to the Works; and
5. Provide 2 references regarding the Tenderer’s development of H&S plans and successful implementation of H&S mitigation measures.
 |

|  |  |
| --- | --- |
| 2. Programme | 2.1 Proposed work programme (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tender Documents. |

2.2 Cash flow projection indicating quarterly projected expenditure

 throughout the duration of the Contract (taking into consideration advance payment and retention).

|  |  |
| --- | --- |
| 3. Resources | 3.1 Equipment. Same as per Qualification Information Form-5. |
|  | 3.2 Key Personnel. Same as per Qualification Information Forms-6.1 & 6.2. |
|  | 3.4 Subcontractors. Provide information on proposed sub-contracts and firms involved. Refer to **GCC Clause 7** of the **Form of Contract** in **Section V**. |

|  |  |  |  |
| --- | --- | --- | --- |
| Sections of the Works | Value of sub-contract | Subcontractor(name and address) | Experience in similar work |
| (a)(b) |  |  |  |

|  |  |
| --- | --- |
| 4. Country of Origin | 4.1 The country(ies) of origin of major items of plant, materials, goods and services proposed to be provided is(are) as follows: |

**Table of Plant and Materials**

|  |  |
| --- | --- |
| Item | Country of Origin |
| Plant (list all major items)  |  |
| Material (list all major items) |  |
| Equipment (list all major items) |  |
| Goods (list all major items)  |  |
| Services (list all major items) |  |

4. Letter of Acceptance

**[Letterhead of the Employer]**

**[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITT Clauses 41 and 42. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Tenderer only after evaluation of Tenders has been completed, subject to any review required.]**

***[insert date]***

Identification No: and**: *[insert identification number]***

Title of Contract**:**

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

This is to notify you that your Tender dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Tender Documents] for the Contract Price of the equivalent[[1]](#footnote-1) of [insert amount in numbers and words] [insert name of currency], as corrected and modified[[2]](#footnote-2) in accordance with the Instructions to Tenderers is hereby accepted by the Employer. ***[insert one of the following (a) or (b) options]****[[3]](#footnote-3)*

1. We accept that [insert name proposed by Tenderer] be appointed as the Adjudicator.[[4]](#footnote-4)
2. We do not accept that [insert name proposed by Tenderer] be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the Appointing Authority], we are hereby requesting [insert name], the Appointing Authority, to appoint the Adjudicator in accordance with **ITT Sub-Clause 44.1**.[[5]](#footnote-5)

You are hereby instructed to (a)proceed with the execution of the said Works in accordance with the Contract (b) sign and return the attached Agreement, and (c) forward the performance security pursuant to **GCC Sub-Clause 4.2** within 28 days after receipt of this Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:
***[insert proper name of the Employer]***Attachment: Agreement

1. Delete “of the equivalent” if the Contract Price is expressed wholly in one currency. [↑](#footnote-ref-1)
2. Delete “corrected and” or “and modified” if not applicable. [↑](#footnote-ref-2)
3. Delete this entire section if the Adjudicator originally proposed by the Employer is accepted by the Tender. [↑](#footnote-ref-3)
4. To be used only if the Contractor disagrees in the Tender with the Adjudicator proposed by the Employer in the Instructions to Tender, and has accordingly offered another candidate. [↑](#footnote-ref-4)
5. To be used only if the Contractor disagrees in the Tender with the Adjudicator proposed bythe Employer in the ITT, has accordingly offered another candidate, and the Employer does not accept the counterproposal. [↑](#footnote-ref-5)