



REPUBLIC OF UGANDA
MINISTRY OF WATER AND ENVIRONMENT

Request for Bids

Works

(Without Prequalification)

Procurement of:

**CONSTRUCTION WORKS FOR KABUYANDA EARTH DAM
IN ISINGIRO DISTRICT**

RFB No: *MWE/WRKS/20-21/00005*

Project: *Irrigation for Climate Resilience Project (ICRP)*

Employer: *Ministry of Water and Environment (MWE)*

Country: *Uganda*

Loan No.: *P163836*

Issued on: *December 2020*

BIDDING DOCUMENTS

VOLUME 1 – STANDARD PROCUREMENT DOCUMENT

ISSUED OCTOBER 2020

**THE BIDDING DOCUMENTS HAVE BEEN PREPARED IN FIVE
VOLUMES:**

Volume 1: Standard Procurement Document

Volume 2: Bills of Quantities

Volume 3: Technical Specifications

Volume 4: Drawings

Volume 5: Environmental and Social Safeguards Policy 2018

Volume 1 - Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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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:
- (a) 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;
 - (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
 - (c) **“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;
 - (d) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
 - (e) **“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;
 - (f) **“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;

- (g) **“Contractor’s Personnel”** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and
- (h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

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 are issued.

2.1 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, or a state-owned enterprise or institution —subject to ITB 4.6— or any combination of them 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. All Bidders 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, that 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 Project Manager for the Contract implementation;
 - (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 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 procurement 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, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be 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.

**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 consist of Parts 1, 2, and 3, which include 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 of Contract
- Section IX - Particular Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this 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

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 inquiries during the

Visit, Pre-Bid Meeting

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 prior to the deadline for submission of Bids within a period **specified in the BDS**. 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 prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, 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 in no case 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) **Bidder’s Eligibility**: documentary evidence in accordance with ITB 17.1 establishing the Bidder’s eligibility to Bid;
- (f) **Qualifications**: documentary evidence in accordance with ITB 17.2 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
- (g) **Conformity**: a technical proposal in accordance with ITB 16; and
- (h) 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) **Bill of Quantities or Activity Schedule** completed in accordance with ITB 12 and ITB 14 as specified **in the BDS**;
- (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 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include 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.

11.6 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 Priced Activity Schedules or 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. Such parts will be **identified in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and

14.1 The prices and discounts quoted by the Bidder in the

Discounts

Letter of Bid – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 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 indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise **provided in the BDS**, and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the 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, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms 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 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.
- 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 prices¹ and the total Bid price submitted by the Bidder.

- 15. Currencies of Bid and Payment**
- 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**.
- 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 Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 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 Bidders’ proposal to meet the work’s requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 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.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 38.1, 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 38.1.
- 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

¹ In lump-sum contracts, delete “rates and prices and the.”

² For lump-sum contracts, delete “unit rates and prices and shown in the Schedule of Adjustment Data are reasonable” and replace with “Lump-sum.”

Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiry 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 its 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, and 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, and 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 50.

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:

- if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or
- if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 49; or
- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.

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 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 mentioned in ITB 4.1 and ITB 11.5.

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 in the Letters of Bid; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 49; or
 - (ii) furnish a Performance Security and if required in the BDS, the Environmental, and Social (ES) Performance Security in accordance with ITB 50;

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 as **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” 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 interlineations, 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”.
- 21.2 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. 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:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) 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 withdrawal 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 the 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. All Bidders, or their representatives and any interested party may attend a public opening. 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, the written notice of withdrawal in the 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 At the Bid opening 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) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
- (d) if applicable, any Alternative Bid – Technical Part.

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 Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all 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 36.
- 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. Nonmaterial Nonconformities**
- 29.1 Provided that a Bid is substantially responsive, the Employer may waive any 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.

- 29.3 Provided that a Bid is substantially responsive pursuant to ITB 31, 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 Bids, the Employer shall use its best estimate.

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts

- 30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31. Determination of Responsiveness

- 31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets 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.
- 31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation,

reservation or omission.

- 31.4 If a Bid 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.

32. Qualification of the Bidder

- 32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's 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 different from the Bidder.

- 32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- 32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening.

33. Subcontractors

- 33.1 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.

- 33.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

- 33.3 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.

H. Public Opening of Financial Parts of Bids

34. Public Opening of Financial Parts

34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, 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”.

34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (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.**

34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

34.4 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 Qualification Criteria 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, 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.

34.5 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**.

34.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

34.7 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.

34.8 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 Parts of Bids

35. Evaluation of Financial Parts

35.1 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 Quantities³ for admeasurement contracts, but including Daywork⁴ items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (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 37;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.2 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.

35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria

36. Correction of Arithmetical Errors

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

- (a) only for admeasurement contracts, 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

³ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

⁴ Daywork is work carried out following instructions of the Project Manager 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.

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.

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid.

37. Conversion to Single Currency

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

38. Margin of Preference

38.1 Unless otherwise **specified in the BDS**, a margin of preference for domestic Bidders⁵ shall not apply.

39. Comparison of Financial Parts

39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.

40. Abnormally Low Bids

40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from

⁵ 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.

the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.

41. Unbalanced or Front Loaded Bids

41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost, 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.

41.2 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 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.

42. Most Advantageous Bid

42.1 Having compared the evaluated costs of Bids, 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:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

43. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

43.1 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.

- 44. Standstill Period** 44.1 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 48. 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.
- 45. Notification of Intention to Award** 45.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) 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 names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period; and
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

J. Award of Contract

- 46. Award Criteria** 46.1 Subject to ITB 43, 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 as specified in ITB 42.
- 47. Notification of Award** 47.1 Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 44.1 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”).

47.2 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 either as nonresponsive or as not meeting qualification criteria, or were not evaluated, 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, if specified in BDS ITB 49.1

47.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

48. Debriefing by the Employer

48.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 45.1, 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.

48.2 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

48.3 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.

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

49. Signing of Contract

49.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

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

50. Performance Security

50.1 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 General Conditions of Contract, subject to ITB 41.2 (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.

50.2 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 to sign the Contract Agreement 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.

51. Adjudicator

51.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**52. Procurement
Related Complaint**

52.1 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.

A. General	
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: MWE/WRKS/20-21/00005</p> <p>The Employer is: Ministry of Water and Environment</p> <p>The name of the RFB is: Construction of Kabuyanda Earth Dam</p> <p><u>Main Contents of the construction works:</u></p> <p>The scope of works comprises of construction of a 33m high Earth dam and headwork, access roads.</p>
ITB 1.2 (a)	The number and identification of lots (contracts) comprising this RFB is: N/A
ITB 2.1	<p>The Borrower is: Government of Uganda, represented by Ministry of Water and Environment</p> <p>Loan or Financing Agreement amount: US\$ 169.2 million</p> <p>The name of the Project is: Irrigation for Climate Resilience Project (ICRP)</p> <p>Source of fund: International Development Association.</p>
ITB 4.1	Maximum number of members in the JV shall be: Two (2)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Head, Procurement and Disposal Unit</p> <p>Address: Ministry of Water and Environment Headquarters Plot 3-7, Kabalega Crescent, Luzira Kampala</p> <p>Electronic mail address: pdu@mwe.go.ug, kateregga9@hotmail.com</p> <p>Copy or copies submitted to: kizitohl@yahoo.co.uk, okurutv@gmail.com</p> <p>Floor/ Room number: Ground Floor</p>

	<p>City: Kampala</p> <p>Country: Uganda</p>
<p>ITB 7.4</p>	<p>A Pre-Bid site visit facilitated by the Employer and taking into account Covid-19 guidelines issued by the Ministry of Health shall take place at the following date, time and place:</p> <p>Date: 19th January, 2021</p> <p>Starting Time: 11:00 am (Ugandan Time)</p> <p>Meeting Place: Isingiro District Headquarters, Isingiro District</p> <p>Contact Person: Eng. Henry Kizito</p> <p>Email: kizitohl@yahoo.co.uk</p> <p>Telephone No: +256753224575</p> <p>Bidders are encouraged to send experienced and competent personnel for the site visit for the purposes of assessing the risks, contingencies and other circumstances which may influence or affect the bid or the Works including, but not limited to, methods of construction of the various parts (components) of the Works, sources of Materials and delivery of resources to Site. The bidders will be responsible for their own facilitation throughout the pre-bid site visit and Meeting scheduled below.</p> <p>A Pre-Bid meeting taking into account covid-19 guidelines issued by the Ministry of Health shall take place at the following date, time and place</p> <p>Date: 21st January, 2021</p> <p>Starting Time: 10:00 am (Ugandan Time)</p> <p>Place: Ministry of Water & Environment Headquarters</p> <p style="padding-left: 40px;">Plot 3-7, Kabalega Crescent, Luzira</p> <p style="padding-left: 40px;">(Auditorium, 2nd Floor)</p> <p>The meeting will also be available online. A link will be shared with all registered bidders prior to the date of the meeting. Bidders who wish to attend the Online pre-bidding meeting shall register and submit their official email addresses no later than 3 days prior to the date of meeting to: kizitohl@yahoo.co.uk</p> <ol style="list-style-type: none"> 1. The Standard Operating Procedures (SOPs) issued by the Ministry of Health (MoH) that will be followed by MWE during the meeting and site visit will include but not limited to the following; Obtain permission to congregate from the respective covid-19 task forces of the districts in the project area.

	<p>2. All participants shall be in face masks as recommended by MoH</p> <p>3. MWE shall provide hand sanitizers and hand washing facilities at the meeting venue.</p> <p>4. Social distance requirement shall be maintained at all times</p> <p>Whenever deemed necessary, during the site visits, Bidders shall move in groups of not more than 10 people to maintain the social distance requirements during site visit.</p>
ITB 7.6	Web page: www.mwe.go.ug
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.2 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>a) For contracts cited as specific experience, the Bidder shall include in its bid the contact information including telephone number, fax number, email address and physical location of previous employers as well as the address of the location of the works. All the contact details provided must be reachable. Failure to reach any previous employer will result in disqualification of the bid.</p> <p>b) For bidders who are non-Ugandan or not registered in Uganda, at least one similar contract cited as previous experience should be outside the Bidder's country.</p> <p>c) Code of Conduct (CoC) for Contractor's Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) 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> <p>i) Labour influx, such as spread of communicable diseases including HIV/AIDS, and other Sexually Transmitted Diseases, Tuberculosis, illicit behavior and crime, sexual harassment.</p> <p>ii) Gender based violence; and associated risks such as workers</p>

	<p>strikes and reputational risks.</p> <p>iii) Transportation of construction materials and associated risks of accidents, contamination of environment, noise and dust emissions, traffic congestion, etc.</p> <p>iv) Waste Management; risks include management of hazardous waste, outbreak of diseases, esthetic impact, potential contamination of surface and groundwater sources, etc.</p> <p>v) Environmental protection. Risks related to the impact on the project affected environment, particularly any impact on natural habitats identified in the ESIA. The Code of Conduct shall ensure to avoid actions that may affect the environmental conditions of the project area unless specified in the ESIA/ESMPs, especially any human-wildlife contact/encounter, impact on wetlands, forests/trees, and waterbodies.</p> <p>vi) Health and Safety. Enforce the use of Personal Protection Equipment (PPE), place safety signs to avoid accidents to community and workers, and protect workers' health, among others</p> <p>d) Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage key Environmental, Social, Health and Safety (ESHS) risks.</p> <p>i) Traffic Management Plan to ensure safety of local communities from construction traffic.</p> <p>ii) Water Resource Protection Plan to prevent contamination of drinking water.</p> <p>iii) Management plan to prevent unauthorized access to the sites.</p> <p>iv) Management plan for deep excavations, e.g. warning tape.</p> <p>v) Management plan for working offshore, e.g. access bridge.</p> <p>vi) Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit.</p> <p>vii) Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.</p> <p>viii) Labour Force Management Plan to mitigate effects of labour influx, such as spread of communicable diseases including HIV/AIDS, and other</p>
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	<p>Sexually Transmitted Diseases, Tuberculosis, illicit behavior and crime, sexual harassment.</p> <p>ix) Transportation management plan for the construction materials and associated risks of accidents, contamination of environment, noise and dust emissions, traffic congestion, etc.</p> <p>x) Waste Management Plan for management of hazardous and non-hazardous waste streams, noise, dust, soil erosion, runoffs, storm water during construction, outbreak of diseases, esthetic impact, and potential contamination of surface and groundwater sources, etc.</p> <p>xi) Environmental Protection Plan. Risks related to the impact on the project affected environment, particularly any impact on natural habitats identified in the ESIA. The Code of Conduct shall ensure to avoid actions that may affect the environmental conditions of the project area unless specified in the ESIA/ESMPs, especially any human-wildlife contact/encounter, impact on wetlands, forests/trees, and waterbodies.</p> <p>xii) Emergency Prepared Plan: to guide management of any emergency situations during implementation of project construction activities and this will include but not limited to, response to incidents/accidents, accident log, etc: and Grievance Redress Mechanisms.</p> <p>xiii) Health and Safety Management Plan: to enforce the use of Personal Protection Equipment (PPE), place safety signs to avoid accidents to community and workers, and protect workers’ health, among others.</p> <p>The Contractor and its workers shall be required to submit for approval before commencement of works, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Part B of the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p>
ITB 11.3 (b)	<p>The following schedules shall be submitted with the Bid:</p> <ul style="list-style-type: none"> i. Priced Bills of Quantities ii. Technical data sheets for pipes and fittings – The data sheets are provided in Appendix 1 of the Particular Technical Specifications
ITB 11.3 (d)	<p>The Bidder shall submit the following additional documents in its Bid: N/A</p>
ITB 13.1	<p>Alternative Bids shall not be permitted.</p>

ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITB 14.5	The prices quoted by the Bidder shall be subject to price adjustment
ITB 15.1	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in Uganda Shillings, and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s Country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b)The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p>
ITB 18.1	The Bid validity period shall be 180 days. The Bid should be valid until 14th August, 2021
ITB 18.3 (a)	
ITB 19.1	<p>A Bid Security shall be required.</p> <p>Bid Security shall be required, the amount and currency of the Bid Security shall be UGX 1,100,000,000 or equivalent amount in any freely convertible currency acceptable to the Employer.</p> <p>The bid security shall be in the form of an Unconditional Bank Guarantee from a recognized financial institution. Should the issuing financial institution be outside Uganda, it shall have a correspondent Bank in the Republic of Uganda to make it enforceable.</p>
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Registered or notarized power of attorney with a sample signature of the person signing the Bid.

	<p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties</p> <ol style="list-style-type: none"> i. stating that all parties shall be jointly and severally liable, and ii. nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
<p>D. Submission of Bids</p>	
<p>ITB 21.2</p>	<p>In addition to the original of the Bid, the number of copies is: Three (3) hard copies and 1(one) soft copy. A soft copy of the bidder’s priced BOQ shall be part of the submission.</p> <p>All bids shall be submitted in both hard and soft copies.</p> <p>The soft copies shall be split into two (i) one soft copy for the Qualification and Technical Part and (ii) one for the Financial Part.</p> <p>The soft copy of the financial offer in CD ROM form shall be enclosed in the sealed envelope that contains the hard copy of the financial offer. Both technical and Financial offer sealed envelopes shall be in a separate, sealed outer envelope marked BID.</p> <p style="text-align: center;"><i>(i) In the event of any discrepancy between the hardcopy and the soft copy, the original hardcopy shall prevail.</i></p>
<p>ITB 22.1</p>	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: Attention: Head, Procurement and Disposal Unit Address: Ministry of Water and Environment Headquarters Plot 3-7, Kabalega Crescent, Luzira Luzira, Kampala</p> <p>Floor/ Room number: Ground Floor/PDU Office City: Kampala Country: Uganda</p> <p>The deadline for Bid submission is: Date: 15th February, 2021 Time: 11:00 am (Ugandan Time)</p> <p>Bidders shall have the following other options of submitting their Bids noting the responsibility and risk of ensuring the bids are submitted by the bid submission deadline lies with the bidder:</p>

	<p>Option 1</p> <p>The Bidder may send the bid by e-mail to their Embassy if they are willing to assist. The Embassy may print the bid from the scanned copy of the bid and submit the bid with a letter from the Embassy confirming authenticity of the firm and the bid. The scanned copy with the letter from the Embassy will be accepted as original. The Bidder is responsible to submit the complete bid and the Employer bears no responsibility. The Embassy should be advised to maintain confidentiality particularly when they are printing bids from multiple bidders.</p> <p>Option 2</p> <p>The bidder may send the bid by e-mail to their local representative along with scanned copy of the authorization to sign (Power of Attorney - POA) the bid. The local representative could print and sign the bid based on the scanned copy of the authorization to sign (Power of Attorney) the bid and submit. The scanned copy of authorization to sign will be accepted instead of original authorization to sign the bid as contemplated in ITB 20.3.</p> <p>Important Note:</p> <p><i>(i) If the bidder follows Option 2, the bidder shall send the original authorization to sign the bid (Power of Attorney) for Employer's record as per address given in ITB BDS 22.1</i></p> <p><i>(ii) A bidder should ideally submit a bid using one of the above options for submission. However, due to Covid-19 Pandemic and restrictions and for the purposes of ensuring timely delivery of the bid to the employer, If a bidder submits a bid using more than one of available options listed above, then whichever bid is received last prior to the deadline for bid submission, shall be considered the final bid from the bidder.</i></p> <p><i>(iii) Regardless of the method used for submission, a bid must reach the address above by the deadline for submission. Late bids shall be rejected.</i></p> <p>Bidders SHALL NOT have the option of submitting their bids electronically.</p>
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The Bid opening shall take place at: Address: Ministry of Water and Environment Headquarters Floor/ Room number: Ground Floor/PDU Office</p>

	<p>Plot 3-7, Kabalega Crescent, Luzira.</p> <p>City: Kampala Country: Uganda Date: 15th February. 2021 Time: 11:10 am (Ugandan Time)</p>
ITB 25.6	<p>The Letter of Bid - Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be stamped and initialed by one representative of the Employer conducting Bid opening: The Financial part of the technical proposal shall not be opened.</p>
F. Evaluation of Bids – General Provisions	
G. Evaluation of Bids - Technical Parts	
ITB 33.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance
ITB 33.2	N/A
ITB 33.3	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 20% of the total contract amount</p> <p>Bidders planning to subcontract more than 10% of the total volume of work shall specify, in the Letter of Bid, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>
H. Public Opening of Financial Parts	
ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>Any interested party who wishes to attend this public opening may contact Head Procurement and Disposal Unit by email at kateregga9@hotmail.com , with a copy to kizitohl@yahoo.co.uk and request to be notified of the location, date and time of the public opening of the Financial Parts. The request should be made before the deadline for submission of Bids, stated above</p>
ITB 34.5	<p>The Letter of Bid – Financial Part and priced bills of quantities shall be initialed by One representative of the Employer conducting Bid opening: Each Financial Part of the Bid and key pages of the priced bills of quantities</p>

	shall be stamped with the Employers official stamp and initialed by the chairperson of the bid opening and shall be numbered.
I. Evaluation of Bids - Financial Parts	
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Uganda Shillings (UGX)</p> <p>The source of exchange rate shall be: Bank of Uganda</p> <p>The date for the exchange rate shall be: 28 days before bid opening</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p> <p>For comparison of bids, the Bid Price, corrected pursuant to Clause 36, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Day work 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>
ITB 38.1	A margin of domestic preference shall apply.
J. Award of Contract	
ITB 49.1	The successful Bidder shall not submit the Beneficial Ownership Disclosure Form.
ITB 50.1 and 50.2	The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.
ITB 51 Adjudicator	N/A
ITB 52.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make 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>Attention: Head, Procurement and Disposal Unit</p>

	<p>Address: Ministry of Water and Environment Headquarters Plot 3-7, Kabalega Crescent, Luzira Luzira, Kampala</p> <p>Floor/ Room number: Ground Floor/PDU Office</p> <p>City: Kampala</p> <p>Country: Uganda</p> <p>Email: kateregga9@hotmail.com</p> <p>With copy to: kizitohl@yahoo.co.uk</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 the Bidding Documents;2. the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and3. the Employer's decision to award the contract, the terms of the Bidding Documents.4. the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and5. the Employer's decision to award the contract.
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Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders when qualification in the evaluation of the Technical Part is applied. No other factors, methods or criteria shall be used other than those 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 construction 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 is 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 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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Section III - Evaluation and Qualification Criteria

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

The Technical proposal including the **Management Strategies and Implementation Plans (MSIP)** submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements - ESHS Specifications.

A Bid not comprising an MSIP Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

In addition, the bidder shall clearly outline his approach to adequately address ESHS matters for this specific project. The proposed approaches must be specific to the work outlined in the technical methodology and address the mobilization and works implementation phase.

1.2 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

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	
1. Eligibility							
1.1	Nationality	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	Conflict of Interest	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	Bank Eligibility	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	State- owned Enterprise or Institution of the Borrower country	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	United Nations resolution or Borrower's country law	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	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							

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	
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2015	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	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	Pending Litigation	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	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1 st January 2015	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

¹ 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.

² This requirement also applies to contracts executed by the Bidder as JV member.

³ 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.

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	
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil 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 Assault) contractual obligations in the past five years. ⁴	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
3. Financial Situation and Performance							
3.1	Financial Capabilities	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: US Dollars Two Million One Hundred Thousand (US\$ 2,100,000) for a period every	Must meet requirement	Must meet requirement	Must meet 65%, (sixty five percent) of the requirement	Must meet 80%, (eighty percent) of the requirement	Form FIN – 3.1, with attachments

⁴The 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	
		<p>Three (3) months for the subject contract net of the Bidders other Commitments</p> <p>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 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 five (5) years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>N/A</p>	<p>Must meet 65%, (sixty five percent) of the requirement</p> <p>Must meet the requirement</p>	<p>Must meet 80%, (eighty percent) of the requirement</p> <p>Must meet of the requirement</p>	
3.2	Average Annual Construction Turnover	<p>Minimum average annual construction turnover of, US Dollars Sixteen Million Five Hundred Thousand (US\$ 16,500,000), calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five (5) years</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet 65%, (sixty five percent) of the requirement</p>	<p>Must meet 80%, (eighty percent) of the requirement</p>	<p>Form FIN – 3.2</p>

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. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Ten years , starting 1 st January 2010.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	A minimum number of similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or sub-contractor starting from 1 st January 2010: EITHER (a) Two (2) dams in the past 10 years, each of minimum value of US Dollars Sixteen Million Two Hundred Thousand (USD 16,200,000) and at least one of them being an earth dam.	Must meet requirement	Must meet requirement ⁷			Form EXP 4.2(a)

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

⁶ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement

⁷ 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>OR</p> <p>(b) One (1) earth dam in the past 10 years of minimum value of US Dollars Thirty Two Million Four Hundred Thousand (USD 32,400,000).</p> <p>(c) Similarity includes scope of works, engineering complexity, construction methods or technology based on the following:</p> <p>(i) Earth dam(s)</p> <p>Where a bidder’s specific experience includes earth dam(s), the following will apply:</p> <p><i>For 2No. Earth Dams, each should comprise of:</i></p> <ul style="list-style-type: none"> • <i>River diversion works by excavation and/or filling; minimum earth volumes 5,000 m³</i> • <i>Dam embankment; by excavation for foundation and filling with earth materials; minimum fill volumes of 400,000 m³</i> • <i>Intake/outlet structure; pipe works or concrete works volumes of 110 m³</i> 					

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	
		<ul style="list-style-type: none"> • <i>Spillway structure; minimum concrete volume of 9,000 m³</i> <p>For 1No. Earth Dam, it should comprise of:</p> <ul style="list-style-type: none"> • <i>River diversion works by excavation and/or filling; minimum earth volumes 10,000 m³</i> • <i>Dam embankment; by excavation for foundation and filling with earth materials; minimum earth fill volumes 800,000 m³</i> • <i>Intake/outlet structure; pipe works or concrete works volumes of 220 m³</i> • <i>Spillway structure; minimum concrete volume of 18,000 m³</i> <p>(ii) Concrete dam</p> <p>Where a bidder's specific experience includes a gravity concrete dam/barrage, the following will also apply:</p> <ul style="list-style-type: none"> • <i>River diversion works by excavation and/or filling; minimum earth volumes 10,000 m³</i> • <i>Concrete works; minimum concrete volumes 200,000m³</i> 					

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	
		<ul style="list-style-type: none"> Intake/outlet structure; minimum concrete volumes of 110 m³ 					
4.2 (b)		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2010 and Application submission deadline, a minimum construction experience in the following key activities successfully completed⁸:</p> <p>1.</p> <p>onstruction of zoned earth dam comprising of:</p> <ul style="list-style-type: none"> i) River diversion works by excavation and/or filling - 5000 m³/month ii) Dam embankment; by excavation for foundation and filling with impervious clay core and earth materials and 	<p>Must meet requirements</p> <p>5,000 m³/month</p> <p>400,000 m³/annum</p>		<p>Must meet 65% of the requirements</p> <p>3,250m³/month</p> <p>260,000 m³/annum</p>	<p>Must meet 80% of the requirements</p> <p>4,000 m³/month</p> <p>320,000 m³/annum</p>	Form EXP – 4.2 (b)

⁸ 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	
		compaction in layers - <i>400,000 m³/annum</i> iii) pillway construction by lining in concrete and masonry. <i>18,000 m³/annum</i> iv) intake/outlet structure - <i>220m³/month</i> OR 2..... onstruction of concrete dam comprising of: i) roller compacted concrete dam body - <i>100,000m³/annum</i> ii) intake/outlet structure - <i>220m³/month</i> iii) pillway structure - <i>18,000 m³/annum</i>	18,000 m ³ /annum 220m ³ / month 100,000m ³ / annum 220m ³ /mont h 18,000m ³ / annum		11,700 m ³ /annum 143 m ³ / month 65,000m ³ / annum 143 m ³ /month 11,700 m ³ / annum	14,400 m ³ /annum 176 m ³ /month 80,000m ³ / annum 176 m ³ /month 14,400m ³ / annum	

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 (c)	Specific Experience in managing Environmental and Social (ES) aspects	<p>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 Sub-contractor between 1st January 2015 and Application submission deadline, experience in managing ES risks and impacts in the following aspects:</p> <ol style="list-style-type: none"> 1. Surface water source pollution/contamination 2. Air, Sound and soil pollution 3. Gender Based Violence 4. HIV/AIDS 5. Occupational health and safety 6. Endangered plant animal species 7. Water Resource Protection Plan to prevent contamination of drinking water]; 8. Community Engagement Plan to prevent child labour, child sexual abuse, community health and safety, etc. 9. Health and Safety Management Plan to ensure the occupational and community health and safety. 10. Waste management plan for management of hazardous and non-hazardous waste streams, 	Must meet requirements	Must meet requirement	Must meet the requirements	Must meet the requirements	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	
		effluent generated during work activities, solid waste, oil spillage, etc. 11. Grievance redress mechanisms to manage complaints raised during works implementation. 12. Management of Noise pollution, Dust, Solid wastes (Hazardous and none Hazardous), and Soil erosion/runoffs/ storm water during construction.					

5. Key Personnel

- i. 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 table below.
- ii. 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.
- iii. The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).
- iv. In case of a Joint Venture, the JV proportion **MUST** be reflected in the percentage of staff belonging to each of the JV members.
- v. For any position, equivalent academic/education qualifications in a related field/discipline will be acceptable.
- vi. All the key-personnel listed below shall demonstrate to be fluent in English language, both written and spoken.
- vii. The Bidder **MUST** demonstrate that the personnel for the key positions meet the following requirements, **which are the minimum**.

Item No.	Position/Specialization	Minimum Qualifications	General Professional Experience (years)
1	Project Manager	-Bachelors Degree in Civil Engineering, MSc in Construction Management, -Registered with Engineers' Registration Board (ERB) or relevant body in other country -Completed at least one similar project as Project Manager in the past 10 years.)	15
2	Chief Engineer (Overall Technical Management Chief)	-Bachelors Degree in Civil Engineering, Master or higher Degree in Civil Engineering and/or Construction Management -Registered with Engineers' Registration Board (ERB) or relevant body in other country -Completed at least one similar project as Chief Engineer in the past 10 years.	15

Section III - Evaluation and Qualification Criteria

Item No.	Position/Specialization	Minimum Qualifications	General Professional Experience (years)
3	Site Agent	-Bachelors Degree in Civil Engineering	10
4	Land Surveyor	-Bachelors Degree in Land Surveying, Registered with Surveyors' Registration Board (ERB) or relevant body in other country -Completed at least one similar project as Land Surveyor in the past 10 years.	10
5	Quantity Surveyor	-Bachelors Degree in Quantity Surveying or Building Economics -Completed at least one similar project as Quantity Surveyor in the past 10 years.	10
6	Environmental Specialist / Officer	-Bachelors Degree in Environmental Science, Occupational Health or related discipline	5
7	Health and Safety (HSS) Officer	-Bachelors Degree in Environmental Science, Occupational Health or related discipline	5
8	Sociologist	-Bachelors Degree in Sociology or Social Sciences	5
9	Superintendent of Works – Hydraulic/Drainage works	-Higher Diploma in Civil Engineering	5
10	Superintendent of Works – Earthworks (2No.)	-Higher Diploma in Civil Engineering	5
11	Superintendent of Works – Concrete/Structural works	-Higher Diploma in Civil Engineering	5
12	Superintendent of Works – Road works	-Higher Diploma in Civil Engineering	5
13	Materials/Laboratory Technician	-High Diploma in Civil Engineering	5
14	AutoCAD Draftsman	-Ordinary Diploma in Civil Engineering or Architecture	5
15	Foreman - Pipe Laying	-Ordinary Diploma in Water Engineering	5

Curriculum Vitae (CV) signed by the personnel designated to execute the works MUST be attached. For each of the proposed personnel, demonstrate proficiency in written and spoken English by confirming the language of study of the relevant academic qualifications was English or providing a certificate confirming proficiency in both written and spoken English from a recognized institution.

6. Equipment

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

No.	Equipment Type and Characteristics	Capacity	Earliest Year of Manufacture	Minimum No. required
1	Bull Dozer,	D6 or better	2010	3
2	Excavators with bucket	1.0 m ³ bucket or better	2010	3
3	Motor Grader	HP140	2010	2
4	Wheel loaders,	2 m ³ bucket	2010	2
5	Self-propelled water bowser,	7 – 10 m ³	2010	2
6	Self-propelled vibratory rollers,	10 tons	2010	2
7	Sheep's foot roller,	10 tons	2010	1
8	Plate Compactors	-	2010	2
9	Dumpers/Tippers,	10-20 ton	2010	8
10	Mobile Crane,	7-10 tons	2010	1
11	Mobile Concrete Mixer/Batching Plant	5m ³	2010	1
12	Concrete mixer truck,	2 m ³	2010	2
13	Pokers vibrators		2010	4
14	Dewatering pumps,	2m ³ /hr	2005	2
15	Standard sets of Surveyor's equipment			2

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

- **Owned Equipment: Documentary evidence of ownership such as copies of registration books and information on current locations of the equipment.**
- **Leased/Hired Equipment: Lease/hire agreements and information on current locations of the equipment.**

2. Financial Part

2.1 Margin of Preference

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) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
 - (a) If a result of this comparison, a Proposal from Group A is the Most Advantageous Bid, it shall be selected for the award, if the Bidder is qualified.
 - (b) 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 cost offered in each Bid from Group B.

- (c) 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.

2.2 Financial Evaluation

The criteria listed in ITB 35.3 (a) – (e) shall apply:

The Employer shall use the criteria and methodologies listed in this Section to evaluate bids. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the qualification criteria and has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

3. Due Diligence

The Employer will undertake due diligence on the lowest evaluated qualified Bidder as specified below:

- (i) **Technical Requirements** – Due diligence shall be done to:
 - a) Verify and validate the Bidder’s performance on previous contracts in the Bidder’s submission.
 - b) Verify and validate current commitments and litigation record of the Bidder.
- (ii) **Financial Requirements** - Due diligence shall be done to verify and ascertain the Bidder’s financial contracting capacity and bank commitment to provide a credit line to the Bidder.

Section IV - Bidding Forms

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

- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (h) **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;
- (i) **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];*
- (j) **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;
- (k) **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
- (l) **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;
- (m) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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]*

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 to be attached with the Bid

Appendix A to Technical Part: Technical Proposal

Site Organization

[insert Site Organization information]

Provide a detailed description/illustration of the proposed site organization in terms of personnel, offices, materials storage, workshops etc.

Method Statement

[insert Method Statement]

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. As a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract;
- (b) Outline of the arrangements of the Bidder to manage coordination of Site access;
- (c) Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints;
- (d) Comments on any offshore or waterfront aspects of the Works (if relevant);
- (e) Comments on logistics and traffic management;
- (f) Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements;
- (g) Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements;

Etc.

Mobilization Schedule

[insert Mobilization Schedule]

provide a detailed description/illustration of the proposed mobilization schedule for materials, equipment, labour etc. including sources.

Construction Schedule

[insert Construction Schedule]

Each Bidder shall set out a detailed Program and Schedule for mobilisation and construction of the Works to be performed, including estimated starting and finishing dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Works Requirements and shall address the following:

- (a) Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications;
- (b) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path;
- (c) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works;

ES Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet those requirements and objectives, which are specified in Section VII, Works Requirements - ESHS Specifications.

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Project Area Environmental and Social Management Plan (PA-ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

Bidders shall provide detailed information on all the items of the above-mentioned table of contents.

A Bid for which the ESHS Methodology is evaluated as not substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

The bidders proposed approach to ESHS issues must be specific to the work outlined in the technical methodology and address both, the mobilisation phase and the works implementation phase.

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (h) 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 ESHS provisions of the contract including those as may be more fully described in the following:

- 1. *The Works Requirements described in Section VII;***
- 2. *Environmental and Social Impact Assessment (ESIA);***
- 3. *NEMA requirements for disposal of debris, excavated materials, hazardous waste, establishment of quarries, borrow pits and decommissioning of construction works.***
- 4. *Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)***

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

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.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers 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, and 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 gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Appendix B to Technical Part: 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 shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment (a) <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Appendix C to Technical Part: Key Personnel

Form PER -1: Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	

	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Title of position: Sexual Exploitation, Abuse and Harassment Expert <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER-2: Resume and Declaration Key Personnel

Name of Bidder

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

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

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

Declaration

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

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix D to Technical Part: Bidder's Qualification

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:

[indicate country of Constitution]

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: _____

1. Attached are copies of original documents of

- 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.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 49.1, the successful Bidder shall provide additional*

information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]

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. <i>[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		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 in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<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 (ES) 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

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

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

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 15 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 statements¹ for the _____ years required above; and complying with the requirements

¹ 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 Construction 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction 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 Construction 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 Construction 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"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
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) Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	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"/>	Sub- contractor <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				

² If applicable

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

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

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): _____

Appendix E to Technical Part: Bid Security

Form of 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]

Form of Bid Security – Bid Bond

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*³ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20____, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) 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, if required, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20____.

³ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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 of _____ starting on _____, 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.

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.]

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 in black font 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 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 A to Financial Part: Schedules

Bill of Quantities

The Bill of Quantities is bound separately in Volume 2

NB: The Bill of Quantities contains an Environmental, Social, Health and Safety (ESHS) Cost Schedule. ESHS costs in the BOQs cover ESHS measures on all Sites (as defined in Clause 1.3 of ESHS Specifications)

Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	200,000,000	1.00	200,000,000	
TOTAL BID PRICE (Including provisional sum)				

Schedule of Adjustment Data

In Tables A, below, the Bidder 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.

Note to Tables A and B below: For B, C, D, E and F, the Bidder will be required to specify values such that the total weighting = 1.00

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
A	Nonadjustable	Uganda Consumer Price Index (CPI) and Inflation for Core, Food Crops, & EFU, here "Headline" of the preceding month of invoicing, as published by Uganda Bureau of Statistics (https://www.ubos.org).	28 days before bid opening	—	A: <u>0.2</u>
LL	Local Labour				B: <u>0.05 - 0.2</u>
F	Fuel				C: <u>0.05 - 0.1</u>
ASGC	Aggregate / Sand/gravel/Clay				D: <u>0.05 - 0.1</u>
RS	Reinforcement Steel				E: <u>0.05 - 0.2</u>
C	Cement				F: <u>0.05 - 0.2</u>
E	Equipment				G: <u>0.05 - 0.2</u>
Total					1.00

Table B. Foreign Currency (FC)

State type:

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
A	Nonadjustable	United States	28 days before bid opening	—		A: <u>0.2</u>
FL	Foreign Labour	Consumer Price Index				B: <u>0.1 - 0.2</u>
DI	Ductile Iron Pipes	published by the United States Bureau of Labor Statistics				C: <u>0.1 - 0.2</u>
E	Equipment	(https://www.bls.gov/).				D: <u>0.05 - 0.2</u>
C	Cement					E: <u>0.05 - 0.2</u>
RS	Reinforcement Steel					F: <u>0.05 - 0.2</u>
Total						1.00

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 – Corrupt and Fraudulent

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the 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;¹⁷ (ii) to be a nominated¹⁸ 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 inspect¹⁹ all accounts, records and other documents relating to the procurement process, selection

¹⁷ 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.

¹⁸ 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.

¹⁹ 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.

and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Works' Requirements

Section VII - Works’ Requirements

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Scope of Works

CONSTRUCTION OF KABUYANDA EARTH DAM

1. GENERAL REQUIREMENTS OF THE WORKS

1.1 Extent of the Works - Part 1

- a) Supply, testing and commissioning of material
- b) Supply, testing and commissioning of equipment

1.2 Extent of the Works - Part 2

The Works to be executed by the Contractor shall include the following.

1.2.1 Civil Works for Kabuyanda Earth Dam

- a) Upstream cofferdam
- b) Downstream cofferdam
- c) Main zoned earth dam
- d) Spillway
- e) Silting basin
- f) Road bridge(s)
- g) Intake gallery

1.2.2 Source Protection

The contractor will construct a buffer zone nearby the intake by;

- a) Installing concrete pillars and wire chain link
- b) Planting trees and maintaining
- c) Installation of sign boards

1.3 Extension of the National Power Grid

The Client shall under a separate contract to execute the following works around the Kabuyanda earth dam site - under the supervision of the consultant- to provide the power for the scheme

- a) Extension of 11KV power grid up to the Kabuyanda dam site
- b) Installation of the transformer.

1.4 General description of the project

Kabuyanda dam will create a storage of 8.801 Mm³ and its live volume of 7.289 Mm³ will provide water for Irrigation of 3300 ha.

The selected dam is on the seasonable Mishumba River, a tributary of the Kagera River and drains an area of about 90 Km².

The irrigation scheme foreseen a low-pressure pipe system. The Kabuyanda Irrigation scheme is composed of the following main works:

- (a) Earthfill dam with 33.80 max height from foundation and a crest length of approximately 314 m;
- (b) Free flow ogee crested spillway located on the left bank of the dam, designed to discharge a flood of 58.20 m³/s, with a return period of 10,000y;
- (c) Intake structure consisting of inlet & outlet channels with barrel (Intake gallery) for carrying pipeline for irrigation purpose.
- (d) Control building;
- (e) Temporary and permanent roads
- (f) Irrigation network consisting of:
 - i. Main and secondary distribution lines reaching the different zones in the command area;
 - ii. Secondary & Tertiary lines distributing water directly to the irrigation blocks or units and relevant hydrants;
 - iii. Hydrants each serving 20Ha irrigation units;
 - iv. On & off valves at each farm
 - v. Sprinkler, Drip & Hose irrigation system within the farm
- (g) Installation of pressure and flow control valves at 20Ha block, water meter at 1 Ha, air valves at peaks and summits, scour valves, isolation valves (BFV) etc.,
- (h) construction of thrust blocks/anchor blocks, road crossings for MS pipes, stream crossings

1.5 Detailed scope of the work

The scope of the work under this package comprises of

- (a) Diversion works
- (b) Intake structure consisting of inlet & outlet channels with barrel (Intake gallery) for carrying pipeline for irrigation purpose
- (c) Earthfill dam with 33.80 max height from foundation and a crest length of approximately 314 m;
- (d) Free flow ogee crested spillway located on the left bank of the dam, designed to discharge a flood of 58.20 m³/s, with a return period of 10,000y;
- (e) Control building;

- (f) Temporary and permanent roads

1.5.1 Diversion Works

The river diversion will consist of an approximately 152 m long barrel (intake gallery), located on the left side of the natural river at a lower level to divert water from the river bed in the stretch between the temporary upstream and downstream cofferdams.

The proposed layout of the river diversion works consists of the following components:

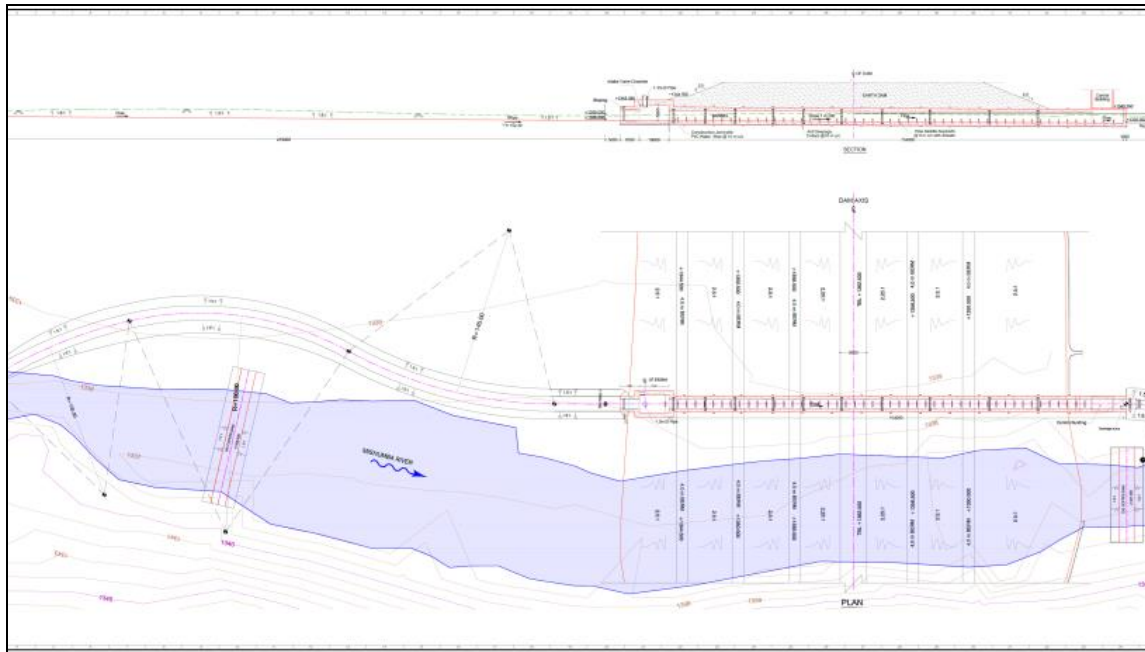
- (a) Barrel (Intake gallery);
- (b) U/S cofferdam;
- (c) D/S cofferdam.

The gallery is a concrete structure having square section. The main features are:

3.0	m	Gallery width
3.5	m	Gallery height
152	m	Length
0.5	%	Longitudinal slope
1336.35	m a.s.l.	U/S invert elevation
3.0	m	Gallery width

The intake gallery, after the diversion phase, will house the pipeline which will feed the irrigation system.

The general layout of diversion works is shown in the following figure:



1.5.2 Dam

The dam envisaged for the Kabuyanda is a Zoned Earth fill dam with side channel spillway.

1.5.2.1 Earth Dam

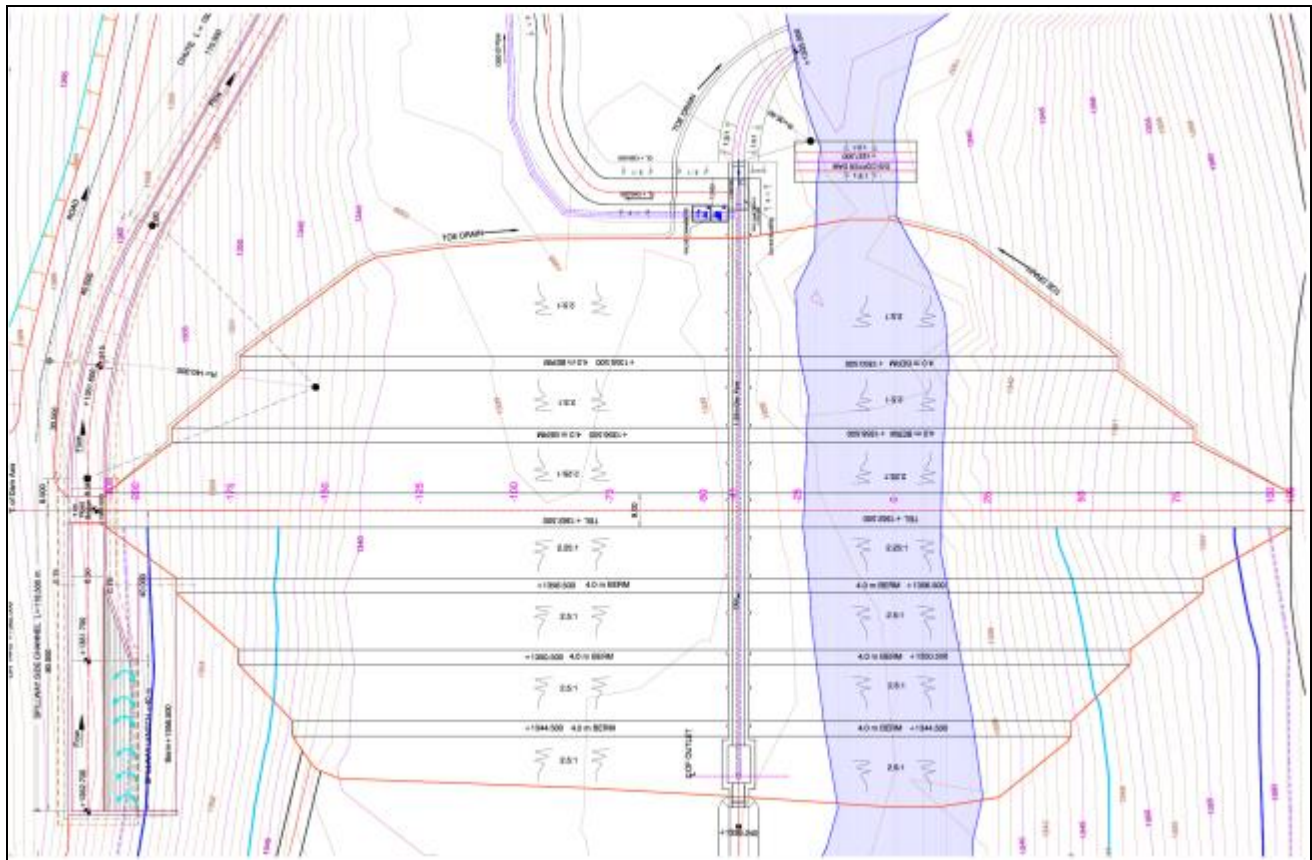
All the materials foreseen for the construction of the dam body are available on site or in close proximity and results from selecting, placing and compacting the local clay and silt deposits or, for the small amounts of required different material (large stone, filters, downstream toe drain) from crushing and selection of material from close quarry or mine areas.

The main features of the dam are:

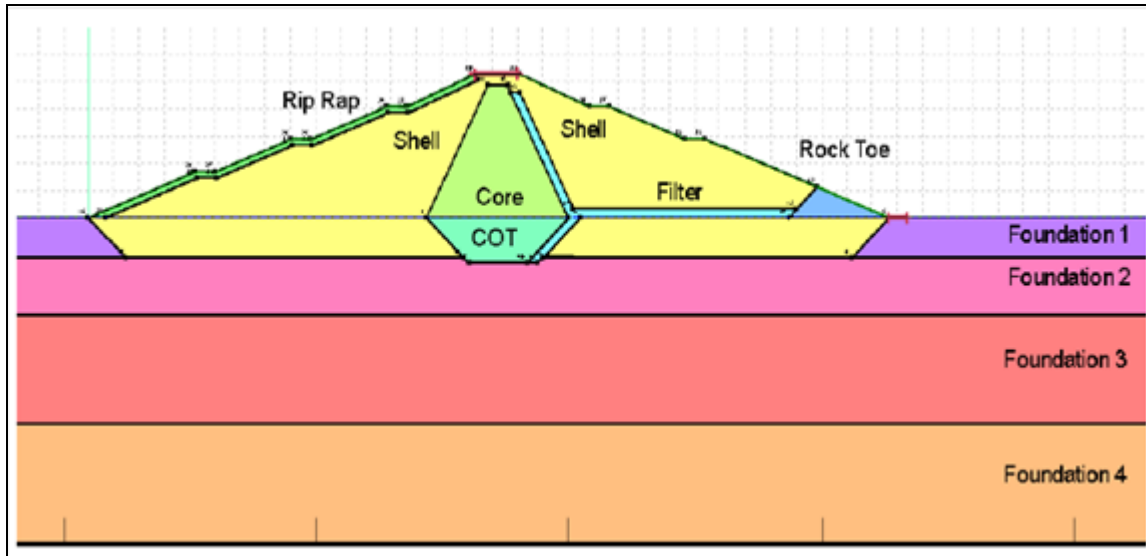
- | | |
|---|---------------------------|
| (a) Max dam height from foundation | : 33.80m |
| (b) Max dam height from the river bed | : 26.45m |
| (c) Max crest length (length of dam) | : 314m |
| (d) Base width (upstream to downstream toe) | : 160m |
| (e) Upstream slope | : 2.25:1+2.5:1+2.5:1(h/v) |
| (f) Downstream slope | : 2.25:1+2.5:1(h/v) |
| (g) Top width of Dam | : 9m |
| (h) Minimum Operating Level/
Minimum Drawdown Level (MDDL) | : +1347.00m |
| (i) Maximum Operating Level/
Full Reservoir Level (FRL) | : +1359.00m |

- (j) Maximum Flood Level/ Maximum Water Level (MWL) : +1359.80m
- (k) Top Bund Level (TBL) : +1362.50m

The general arrangement layout of the dam is shown in the following figure:



The typical section of the dam is shown in the following figure:



The material zoning is described hereafter:

- a) **DAM BODY:**
The Dam body is divided into two sub zones i.e., Core and shell. This material will be laid in layers 0.3 m thick and compacted by 4 No. passes of an 18-ton crawler type tractor.
- b) **FINE FILTER $D > F_1$**
This material consists of SM/SC material, available from quarry.
- c) **COARSE FILTER (F_2)**
This zone act as transition material between the fine filter (F_1) and Rip-Rap (R). This material consists of GW/GP material, available from quarry.
- d) **RIP-RAP**
This zone is constituted by mid-sized crushed material with particles dimension up to 300/600 mm. This material, available from quarry, will be placed by excavator in order to obtain the maximum interlocking.
- e) **SOD**
Field sod on the downstream face of the dam.

1.5.2.2 Spillway

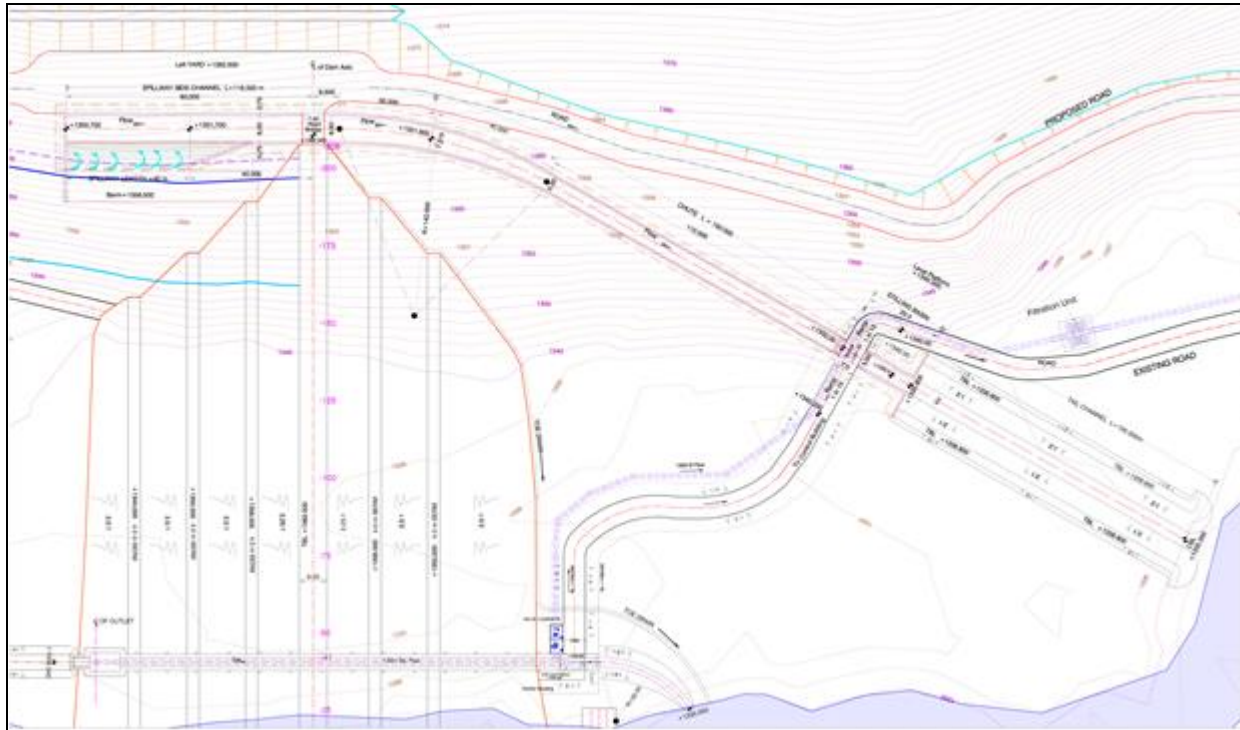
The spillway structure of Kabuyanda Dam will be located on the left side of the dam, in order to reduce the interference of the concrete structure with the embankment dam. A side channel spillway has been selected, since it is particularly well-suited for embankment dams.

The spillway system will comprise the following hydraulic elements:

- i) an ogee crest with sill elevation at RL +1359.00m;
- ii) a side channel about 78.50 m long, characterized by a rectangular section 8.5 m wide and by a variable flow in the first stretch in correspondence of the spillway crest.
- iii) a side channel about 30.00 m long, characterized by a variable rectangular section from 8.5m to 7.215m width.
- iv) a steep chute about 40 m long characterized by a rectangular section of progressively narrowing width (from 7.215m to 5m);
- v) a chute about 110m long and 5 m wide with stilling basin for energy dissipation is located at the end of the chute.

The height of the spillway chute is $H = 19.60\text{m}$, while the slope is 1 in 7.65. The spillway structure will end with a stilling basin to dissipate the water energy by means of a hydraulic jump and reduce scouring of the river bed. The stilling basin has been designed for routed flood with 10,000 years return period, $Q_{10000} = 58.20 \text{ m}^3/\text{s}$. Tail channel of about 100m long protected with stone pitching, will convey the spilled flow from the stilling basin to the natural river bed.

The spillway plan is illustrated in the following figure:



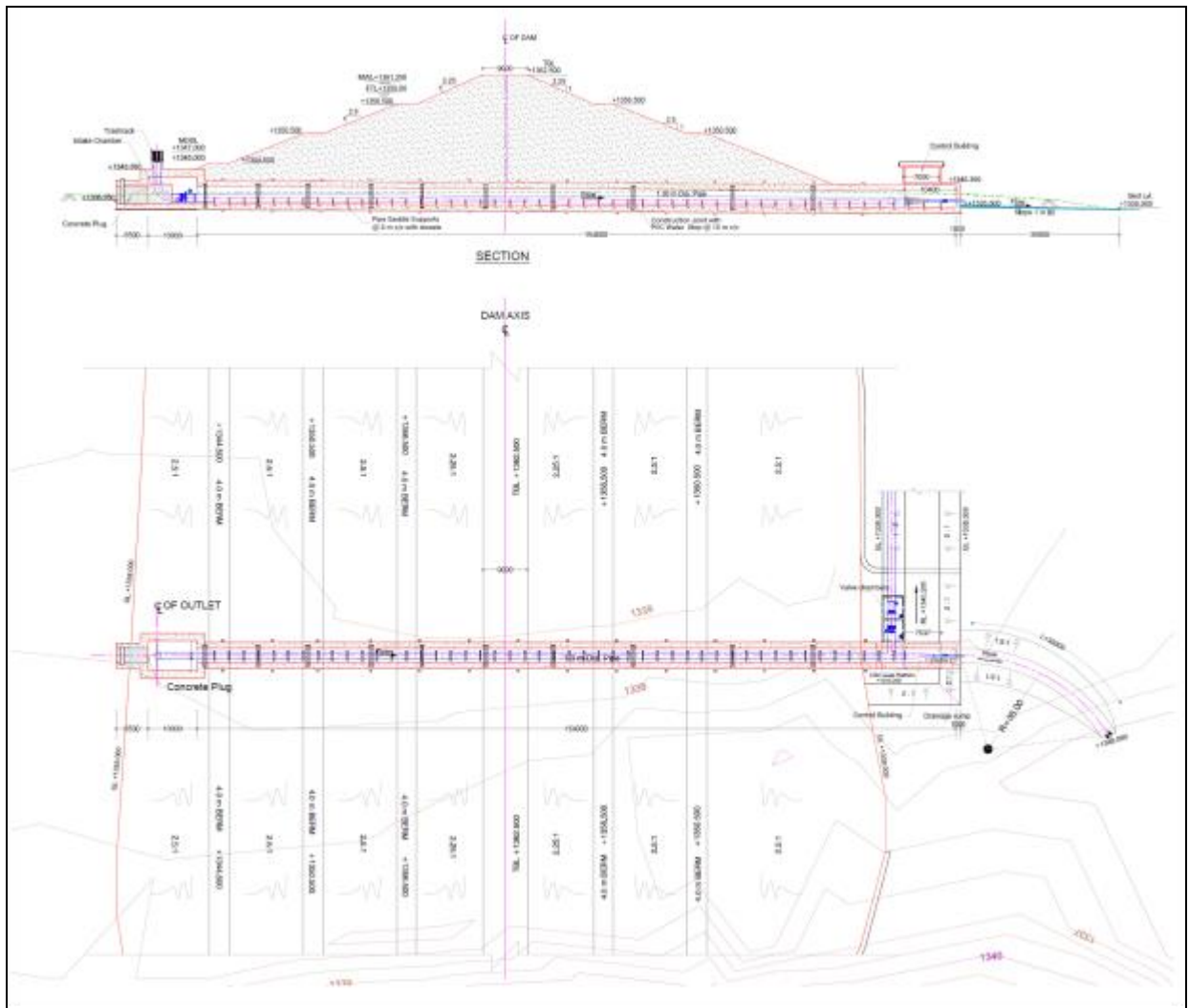
1.5.3 Intake and Bottom outlet

The intake pipe runs through the reinforced concrete intake gallery, which is accessible and has the double function of protecting the pipe and letting maintenance operations be carried out on the diversion pipes.

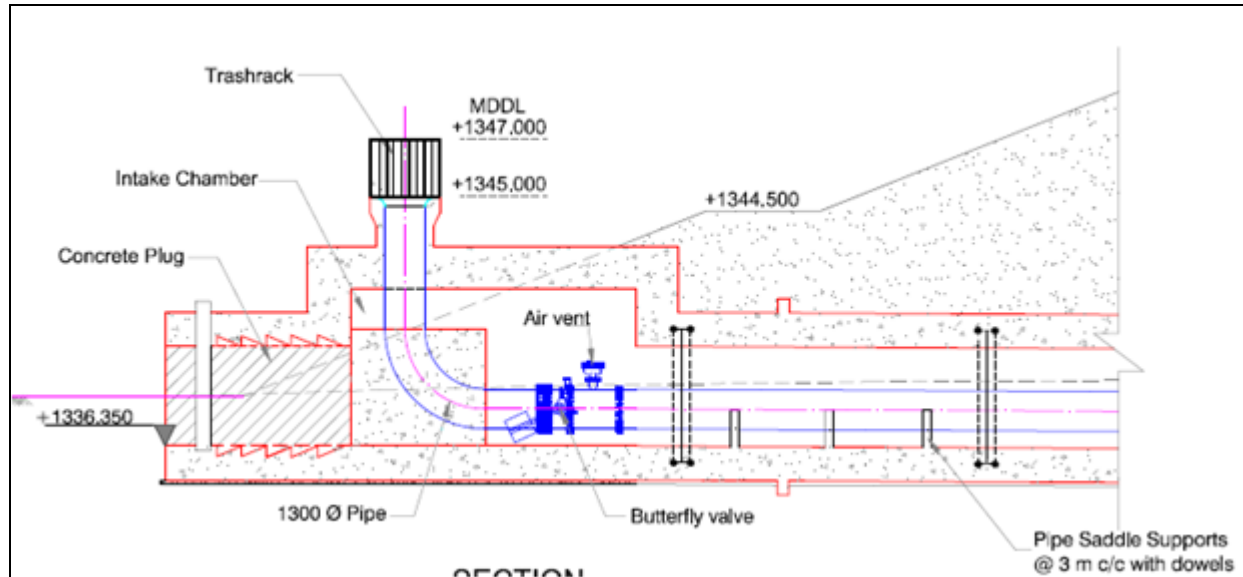
The intake pipe is a steel pipe having a diameter of 1300 mm and a total length of about 154 m.

The first stretch, about 6.5m long, is vertical and encased; it enters into the valve chamber and the vertical pipe is connecting with the horizontal pipe which is running in the intake gallery. The intake pipe is laid on bottom slab of gallery. A Butterfly Valve is proposed in the valve chamber to control the flow during operation and maintenance.

The inlet of the intake pipe is at elevation 1345 m a.s.l., to assure an adequate submergence from the minimum operating level (Min. O.L. 1347 m a.s.l.). General arrangement of Intake is shown in the figure below



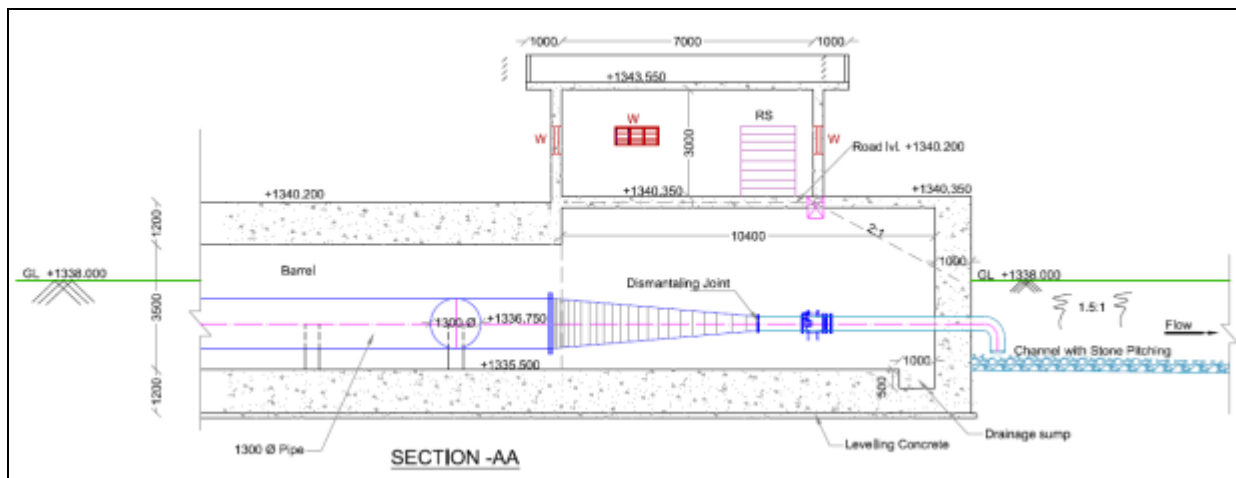
Inlet is shown in the figure below:



The main intake pipe has been designed to divert the design flow Q_{max} of $1.98 \text{ m}^3/\text{s}$ as a sum of the flow to pressurized irrigation system, the maximum ecological flow and the maximum flow to be released into the natural river for irrigation purposes.

In emergency conditions, the intake pipe and the bypass are used to empty the reservoir. It has been verified that the reservoir lowering velocity was less than 1 m/day, for reservoir slope stability reasons in all possible operating conditions. Control building of size approximately 7m x 6m at the end of Intake barrel is proposed for maintenance.

Outlet is shown in the figure below:



1.5.4 Control building

Control building of size approximately 7m x 6m at the end of Intake barrel is proposed for maintenance.

1.5.5 Temporary & Permanent Roads

The roads foreseen in this project comprise accesses to: Dam area, Management's camp, workers' camp and offices;

1.5.6 Additional Investigations

The Contractor is required to carry out additional geotechnical investigations, summarized in the following:

- a) 3 No. BOREHOLES, having minimum diameter of 76 mm
 - i) 1 No. 80 m long
 - ii) 2 Nos. 50 m long
- b) IN SITU TEST
 - i) 12Nos. LUGEON test, 3 for each borehole of 50m long and 6 for 80m long
 - ii) 12Nos SPT test, 3 for each borehole of 50m long and 6 for 80m long
- c) LABORATORY TESTS
 - i) ROCK
 - 9 Nos SAMPLES
 - 6 Nos. UNIT WEIGHT
 - 3Nos. UCS
 - 3Nos. TRIAXIAL TEST
 - ii) SOILS
 - 15Nos. SAMPLES
 - 15Nos. GRAIN SIZE DISTRIBUTION
 - 15Nos. ATTERBERG LIMITS
 - 15Nos. UNIT WEIGHT
 - 6 Nos. MOISTURE
 - 6 Nos. TRIAXIAL TESTS
 - 3Nos. DIRECT SHEAR TEST
 - 3 Nos. CONSOLIDATION TEST

The number and the depth of the additional investigations indicated have been indicative and are indicated for the purpose of Bid preparation. The final number, length and location shall be governed

by actual conditions encountered on Site and shall be at all times subject to approval by the Engineer.

Specifications

The Specification is bound separately as Volume 3.

Environmental and Social Requirements

The Ministry of Water and Environment's Environmental and Social Safeguards Policy 2018 will apply to this Project. This is bound separately as Volume 5.

Code of Conduct

1.0 Introduction

This serves to highlight on the general Code of Conduct for the implementation of Busia Water Supply and Sanitation Project (BWSSP). At the institutional level of the implementing organization, Ministry of Water and Environment (MWE) sets this document as a commitment to ensure smooth implementation of the Project. Consistent with the Ministry's Environment and Social Safeguards Policy, the purpose of the Code of conduct is to ensure that the project entirely complies with all applicable laws and regulations. From the outset, MWE commits not to condone the activities of any implementing partner either as the Consultant, the Contractor or Subcontractors, that may strive to achieve results through the violation of the enabling laws or unethical business dealings including but not limited to payments for illegal acts, concealment of noncompliance, collusion, environmental abuse, and others.

1.1 Purpose of the Code of Conduct

The purpose of the Code of Conduct is to ensure that all project activities are above the minimum standards required by the national laws, World Bank Safeguards Policies, best industry practice and consistent with the Ministry's Environment and Social Safeguards Policy. This document generally serves to guide the project team including the Contractors and Supervision Consultants of the expectations of the client by highlighting a requirement for them to develop detailed Code of Conduct that align their activities with the expectations of the Client.

Overall, MWE expects the Consultant and the Contractor to take full accountability for the performance of their staff in line with the General Conditions of the Contract, national laws and regulations and World Bank Safeguards Policies. They are expected to ensure that their actions are not interpreted as being, in any way, in contravention of the relevant laws and regulations governing the project operations.

1.2 General Conduct of all the Project Employees

MWE expects all the project staff at all levels to conduct themselves in ethically acceptable standards. As such, consuming alcohol at the project sites, disrespect and inappropriate behavior towards project affected persons and affected community members, gambling and similar unprofessional activities are strictly prohibited while on the job. All the project staff including those employed under subcontractors shall not engage in sexual harassment/exploitation or even conduct themselves in a way that can be construed as such, including for instance, using inappropriate language, keeping or posting inappropriate materials in their work area, or accessing inappropriate materials on their computer or sharing pornographic content through any medium with the project staff.

Whereas all efforts should be made to ensure that harassment in all forms (be it physical or verbal) that creates tension at work, interferes with work or makes the working environment hostile is avoided, there is need to avoid the abuse by some workers of the available measures through false allegations.

2.0 Avoidance of the Conflicts of Interest

The basic expectation of MWE is that all the project staff maintain a high degree of integrity by performing their duties conscientiously, honestly and certainly in line with the best interests of the Organization. MWE requires all workers to refrain from using their positions or the knowledge gained as a result of their positions for private or personal advantage.

Regardless of the circumstances, where the project workers realize that a given course of action they have pursued, or are pursuing, or are rather contemplating pursuing could place them in a conflict of interest with the project, they should with immediate effect communicate all the facts to their supervisors.

3.0 Prompt Communication

As a minimum, MWE expects its staff and all the implementing partners (Contractors, Sub Contractors, Consultant) to make every effort to ensure efficient, accurate, and timely information sharing on all issues and incidents associated with day-to-day project activities. The Client expects and the Contractors will respond promptly and courteously to all requests for information and to complaints from workers and project hosting communities.

4.0 Environmental, Health and Safety Requirements

MWE is committed to the observation of environmental, health, social and safety requirements pursuant to the national laws and World Bank safeguards. MWE's Environment and Social Safeguards management teams shall proactively oversee the operations of the Contractors' activities to ensure that;

- i. Project activities are conducted in an environmentally responsible and socially acceptable and culturally sensitive manner;
- ii. A Contractor's Environmental and Social Management Plan (ESMP) is comprehensive and adequately integrates the voluntary commitments in the ESIA's ESMP conditions provided in the different permits, licenses and approvals issued, and the general specifications for road and bridge works.
- iii. Raise a red flag in instances where on-the-ground conditions might be harmful to the environment, human health and safety;
- iv. The project implementation team is responsive to environmental concerns raised by the partners, Lead Agencies, local communities and other stakeholders.
- v. The project team respects and ultimately complies with sound environmental

- standards (both international and local), principles and laws.
- vi. Monitoring and reporting the project's impact (positive and adverse) of the project activities on local environmental conservation and protection.
- vii. Model good environmental stewardship

5.0 General Obligation of Partners

As a requirement, MWE expects the Contractor and the Supervising Consultants to develop satisfactory codes of conduct that contain obligations on all project staff (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. The issues to be addressed include:

- i. Compliance with applicable international and local social and environmental safeguards laws, rules, and regulations
- ii. with applicable health and safety requirements (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment) – risk assessment and mitigation
- iii. Zero tolerance to the promotion and use of illegal substances by staff
- iv. Non-Discrimination (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, birth, age, disability, or political conviction or any other condition)
- v. Promote community participation in project implementation, including regular interactions with community members (for example to convey an attitude of respect and non-discrimination)
- vi. against sexual harassment for staff, communities and other actors (for example to prohibit use of language or behavior, in particular towards women or children, that is inappropriate, exploitative, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
- vii. Protect against any form of violence or exploitation (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior)
- viii. Protection of children against any form of exploitation or maltreatment related to the project implementation, (including prohibitions against exploitative labour, defilement, or otherwise unacceptable behavior with children, limiting interactions with children, and ensuring their safety in project areas)
- ix. with sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
- x. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
- xi. reasonable work instructions (including regarding environmental and social norms)
- xii. and proper use of property (for example, to prohibit theft, carelessness or waste)
- xiii. Duty to report violations of this Code, Gender consideration, sensitivity and mainstreaming in the project implementation, including sanitation facilities, allocation of work and duties etc.

- xiv. Non retaliation against workers who report violations of the Code, if that report is made in good faith
- xv. The Safety Committee in place meets regularly to proactively address the occupational health and safety gaps/ challenges facing the project implementation activities,
- xvi. A Grievance Redress Mechanism in place with a respected robust Grievance Redress Committee (GRC) whose membership is clearly representative of the different categories of workers on the project e.g. the workers’ union representatives, female staff representatives, foreign staff, etc.
- xvii. Develop subsidiary plans including the traffic management plan, Safety Plan, waste management plans and others and ensure that these plans are effectively implemented.

6.0 Conclusion

The Contractor and the Consultant are respectively expected to develop Code of Conduct following the above framework, which should be written in plain language (and translated in relevant local languages) and signed by each worker to indicate that they have:

- a. received a copy of the code;
- b. had the code explained to them;
- c. acknowledged that adherence to this Code of Conduct is a condition of employment; and understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Key Personnel

Contractor’s Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
<i>1</i>	Contractor’s Representative		
<i>2</i>	<i>[Environmental]</i>	<i>[e.g. degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
<i>3</i>	<i>[Health and Safety]</i>		
<i>4</i>	<i>[Social]</i>		
<i>5</i>	Sexual Exploitation, Abuse and Harassment <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
<i>6</i>	<i>modify as appropriate</i>		

Drawings

The Drawings are bound separately as Volume 4

Supplementary Information

S/N	Town/Municipality	Location	Distance from Kampala (km)
1.	Kabuyanda	Isingiro District in Western Uganda	330



PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GC)

Red Book:

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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” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the 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)

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Section IX – Particular Conditions

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

Part A – Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.31	Ministry of Water and Environment Plot 3-7, Kabalega Crescent, Luzira Luzira, Kampala
Engineer's name and address	1.1.35	To be confirmed
Bank's name	1.1.89	World Bank
Borrower's name	1.1.90	Government of The Republic of Uganda
Time for Completion	1.1.84	900 days
Defects Notification Period	1.1.27	365 days
Sections	1.1.73	N/A
Electronic transmission system	1.3 (a) (ii)	N/A
Address of Employer for communications:	1.3(d)	Ministry of Water and Environment Plot 3-7, Kabalega Crescent, Luzira P.O Box 20026, Luzira, Kampala
Address of Engineer for communications:	1.3(d)	To be confirmed
Address of Contractor for communications:	1.3(d)	To be confirmed
Governing Law	1.4	Uganda
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	42 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	Three (3)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The product of 1 times the Accepted Contract Amount.
Site	1.1 74	Kabuyanda, Isingiro district
Time for access to the Site	2.1	For purposes of access to the site only, the scope of work has been divided into several sections as

Conditions	Sub-Clause	Data																					
		<p>indicated in the table below. Commencement dates for each of the section of works shall be as follows (subject to issuance of commencement orders by the Project Manager):</p> <table border="1" data-bbox="784 384 1430 869"> <thead> <tr> <th data-bbox="784 384 1114 474">Section</th> <th colspan="2" data-bbox="1114 384 1430 474">Period after the commencement date</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="784 474 1430 527">Kabuyanda Dam Site</td> </tr> <tr> <th data-bbox="784 527 878 583">No.</th> <th data-bbox="878 527 1114 583">Diversion works</th> <th data-bbox="1114 527 1430 583">On commencement</th> </tr> <tr> <td data-bbox="784 583 878 674">1</td> <td data-bbox="878 583 1114 674">Construction of earth dam</td> <td data-bbox="1114 583 1430 674">On commencement</td> </tr> <tr> <td data-bbox="784 674 878 764">2</td> <td data-bbox="878 674 1114 764">Spillway and Silting Basin</td> <td data-bbox="1114 674 1430 764">On commencement</td> </tr> <tr> <td data-bbox="784 764 878 816">3</td> <td data-bbox="878 764 1114 816">Intake Gallery</td> <td data-bbox="1114 764 1430 816">On commencement</td> </tr> <tr> <td data-bbox="784 816 878 869">4</td> <td data-bbox="878 816 1114 869">Road Bridge</td> <td data-bbox="1114 816 1430 869">On commencement</td> </tr> </tbody> </table>	Section	Period after the commencement date		Kabuyanda Dam Site			No.	Diversion works	On commencement	1	Construction of earth dam	On commencement	2	Spillway and Silting Basin	On commencement	3	Intake Gallery	On commencement	4	Road Bridge	On commencement
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2	Spillway and Silting Basin	On commencement																					
3	Intake Gallery	On commencement																					
4	Road Bridge	On commencement																					
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 0% shall require written consent of the Employer.																					
Sustainable procurement	4.1	N/A																					
Performance Security	4.2	<p>The performance security shall be in the form of an unconditional Bank Guarantee in the amount(s) of 8 (eight) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>If the demand guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable.</p>																					
Environmental and Social (ES) Performance Security	4.2	<p>The performance security shall be in the form of an unconditional Bank Guarantee in the amount(s) of 2 (Two) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>If the demand guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable.</p>																					
Period for notification of errors in the items of	4.7.2 (a)	28 Days																					

Conditions	Sub-Clause	Data
reference		
Period of payment for temporary utilities	4.19	28 Days
Number of additional paper copies of progress reports	4.20	3 (three)
Normal working hours	6.5	08:00 hours to 17:00 hours from Monday to Friday
Number of additional paper copies of program	8.3	3 (three)
Delay damages payable for each day of delay	8.8	0.1% of the Accepted Contract Amount, less provisional sum, for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	10%
Total advance payment	14.2	<p>20% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. The advance payment guarantee shall be in the form of a demand bank guarantee.</p> <p>If the advance payment guarantee is issued by a bank located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable.</p> <p>The Contractor shall use the Advance Payment only to pay for materials, plant, Contractor's equipment and mobilization expenses required specifically for the execution of the Contract. The Contractor shall upon being requested from time to time by the Employer or Engineer, submit provable documentary evidence demonstrating that the Advance Payment has been used for its proper purpose.</p>
Repayment of Advance payment	14.2.3	Deductions shall be made at the amortisation rate of 33.3%
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10%
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped N/A

Conditions	Sub-Clause	Data
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site; Pipes and Steel tanks (80% of value of completed works)
Minimum Amount of Interim Payment Certificates	14.6.2	2% of the Accepted Contract Amount.
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)	60Days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	60 Days
Period for the Employer to make final payment to the Contractor	14.7(c)	60 Days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under subparagraph (a))	14.8	2%
Number of additional paper copies of draft Final Statement	14.11.1(b)	3 (three)
Permitted deductible limits	19.1	<p>insurance required for the Works: US\$1,000,000</p> <p>insurance required for Goods: None</p> <p>insurance required for liability for breach of professional duty: US\$ 40,000</p> <p>insurance required against liability for fitness for purpose (if any is required): US\$ 20,000</p> <p>insurance required for injury to persons and damage to property: US\$ 200,000</p> <p>insurance required for injury to employees: US\$ 40,000</p> <p>other insurances required by Laws and by local practice: None</p>

Conditions	Sub-Clause	Data
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	0%
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	None
Extent of insurance required for Goods	19.2.2	Full replacement value
Amount of insurance required for Goods		
amount of insurance required for liability for breach of professional duty	19.2.3(a)	US\$ 40,000
Insurance required against liability for fitness for purpose	19.2.3(b)	US\$ 40,000
Period of insurance required for liability for breach of professional duty	19.2.3	900 days
Amount of insurance required for injury to persons and damage to property	19.2.4	US\$ 200,000
Other insurances required by Laws and by local practice (give details)		None
Time for appointment of DAAB	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One sole Member
Proposed member of DAAB	21.1	Proposed by Employer [<i>CV attached to the bidding document</i>) 1. Dr. Ing. Romano Allione Proposed by Contractor [<i>Attach CV to the Contract</i>] <i>I. _____</i>
Appointment (if not agreed) to be made by	21.2	local/locally registered Contractors: President - Uganda Institution of Professional Engineers (UIPE) For International Bidders: FIDIC

Conditions	Sub-Clause	Data
Rules of arbitration	21.6(a)	For foreign Contractors: International Chamber of Commerce (ICC); and for local/locally registered Contractors: arbitration shall be conducted in accordance with the Arbitration and Conciliation Act Cap 4, Laws of Uganda

Part B - Special Provisions

Sub-Clause 1.1.10 Contract	“the Contractor’s Proposal” is deleted.
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 1.1.77 Statement	On the second line after “Payment Certificate under...”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable),”.
Sub-Clause 1.1.81 Tender	“the Contractor’s Proposal” is deleted.
Sub-Clause 1.1.89 to 1.1.91 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: <p>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.</p> <p>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</p>

	<p>“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.</p>
<p>Sub-Clause 1.2 Interpretation</p>	<p>Sub-paragraph (a) is replaced with the following:</p> <p>(a) “Words indicating one gender include all genders; “he/she” is replaced with:” it”; “him/her” is replaced with “it”; “his” and “his/her” are replaced with: “its”; “himself/herself” are replaced with: “itself”.”</p> <p>Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>sub-paragraph (k) is added:</p> <p>(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.”</p>
<p>Sub-Clause 1.5 Priority of Documents</p>	<p>The following documents are added in the list of Priority Documents after (e):</p> <p>“(f) the Particular Conditions Part C- Fraud and Corruption; (g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”</p> <p>and the list renumbered accordingly.</p>
<p>Sub-Clause 1.6 Contract Agreement</p>	<p>The last paragraph is replaced with:</p> <p>“If the Contractor comprises a JV, <i>the authorised representative of the JV shall sign</i> the Contract Agreement in accordance with sub – clauses 1.14 (Joint and Several Liability).”</p>
<p>Sub-Clause 1.12 Confidentiality</p>	<p>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.”</p> <p>“or” at the end of (b) is deleted.</p> <p>“or” at the end of (c) is added.</p> <p>The following is then added as (d): “is being provided to the Bank .”</p>

<p>Sub-Clause 1.17</p> <p>Inspections & Audit by the Bank</p>	<p>The following Sub-Clause is added after Sub-Clause 1.16:</p> <p>“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).”</p>
<p>Sub-Clause 2.4</p> <p>Employer’s Financial Arrangements</p>	<p>The first paragraph is replaced with:</p> <p>“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.”</p> <p>The following sub-paragraph is added at the end of Sub-Clause 2.4:</p> <p>“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.”</p>
<p>Sub-Clause 2.6</p> <p>Employer-Supplied Materials and Employer’s Equipment</p>	<p><i>[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]:</i></p> <p>The following is added after the last paragraph of Sub-Clause 2.6:</p> <p>“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</p>

	<p>Works in accordance with the Programme).</p> <p>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 [<i>Variation by Instruction</i>].</p> <p>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.”</p> <p><i>[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]:</i></p> <p>The following is added after the last paragraph of Sub-Clause 2.6:</p> <p>“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).</p> <p>Unless expressly stated otherwise in the Specification, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.</p> <p>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 [<i>Variation by Instruction</i>].</p> <p>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.</p> <p>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.”</p>
Sub-Clause 3.1	The following is added at the end of the first sub-paragraph:

The Engineer	“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	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;</p> <p style="padding-left: 40px;">(i) in an emergency situation as determined by the Engineer; or</p> <p style="padding-left: 40px;">(ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(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.</p> <p>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.</p>
Sub-Clause 3.3 Engineer’s Representative	<p>The following is added at the end of Sub-Clause 3.3:</p> <p>“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.”</p>
Sub-Clause 3.4 Delegation by the Engineer	<p>The following is added at the end of the second paragraph:</p> <p>“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.”</p>
Sub-Clause 3.6 Replacement of the	<p>In the first paragraph, “42 days” is replaced with: “21 days”;</p> <p>In the third para, “shall” is replaced with: “should”.</p>

Engineer	
<p>Sub-Clause 4.1</p> <p>Contractor’s General Obligations</p>	<p>The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) ...”:</p> <p>“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.”</p> <p>The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:</p> <p>“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.</p> <p>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.</p> <p>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 [<i>Preparation and Review</i>].”</p> <p>The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.</p> <p>(a) “if so stated in the Specification, the Contractor shall:</p> <ul style="list-style-type: none"> (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

	<p>various circumstances;</p> <p>(iii) consider the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events; and</p> <p>(iv) any other requirement stated in the Specification.”</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“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:</p> <p>(i) are affected or likely to be affected by the Contract; and</p> <p>(ii) may have an interest in the Contract.</p> <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.”</p>
<p>Sub-Clause 4.2</p> <p>Performance Security and ES Performance Security</p>	<p>The first paragraph is replaced with:</p> <p>“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.”</p> <p>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”:</p> <p>2.1- Right of Access to the Site;</p> <p>14.2- Advance Payment;</p> <p>14.6- Issue of IPC;</p> <p>14.12- Discharge;</p> <p>14.13- Issue of FPC;</p> <p>14.14 Cessation of Employer’s Liability;</p> <p>15.2- Termination for Contractor’s Default;</p>

	15.5- Termination for Employer’s Convenience.
Sub-Clause 4.2.1 Contractor’s obligations	<p>The first paragraph is replaced with:</p> <p>“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 shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”</p> <p>Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”</p>
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 Contractor’s Representative	The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
Sub-Clause 4.6 Co-operation	<p>On the second-last line of the first paragraph before “Contractor’s”, “of the” is added.</p> <p>The following is added after the first paragraph:</p> <p>“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.”</p>
Sub-Clause 4.7 Setting out	<p>In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:</p> <p>before “if the items of reference”, the following is add: “when examining the items of reference within the period stated in sub-</p>

	<p>paragraph (a) of Sub-Clause 4.7.2.”.</p> <p>On the second and third lines, the following is deleted “and the contractor’s Notice is given after the period stated in subparagraph (a) of Sub-Clause 4.7.2”.</p>
<p>Sub-Clause 4.8 Health and Safety Obligations</p>	<p>The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):</p> <p>“</p> <ul style="list-style-type: none"> (i) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records; (ii) 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; (iii) 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; (iv) 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; (v) 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 (vi) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.” <p>The second and third paragraphs are replaced with the following:</p> <p>“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</p>

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,

(i) 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

	<p>permanent Contract-related labour;</p> <p>(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</p> <p>(ii) any other requirements stated in the Specification.</p> <p>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.</p>
<p>Sub-Clause 4.15 Access Route</p>	<p>The following is added at the end of Sub-Clause 4.15:</p> <p>“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.</p> <p>The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.”</p>
<p>Sub-Clause 4.18 Protection of the Environment</p>	<p>Sub-Clause 4.18 Protection of the Environment is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <p>(a) protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.</p> <p>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.</p> <p>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.”</p>
<p>Sub-Clause 4.20 Progress Reports</p>	<p>Replace “4.20 (g) with: “the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”</p> <p>The following is added at the end of the Sub-Clause:</p>

	<p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>] 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; 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.</p> <p>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.</p> <p>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.”</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>Sub-Clause 4.21 Security of the Site is replaced with:</p> <p>“Sub-Clause 4.21 Security of the Site</p> <p>The Contractor shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (a) for keeping unauthorized persons off the Site; (b) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor. <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.”</p>
<p>Sub-Clause 4.22 Contractor’s Operations on Site</p>	<p>On the third line of the second paragraph before “4.17”, “Sub-Clause” is added.</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>“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:</p> <ul style="list-style-type: none"> (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.”
<p>Sub-Clause 4.24 Suppliers (other than Subcontractors)</p>	<p>4.24.1 Forced Labour</p> <p>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.</p> <p>4.24.2 Child labour</p> <p>The Contractor shall take measures to require its suppliers (other</p>

	<p>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.</p> <p>4.24.3 Serious Safety Issues</p> <p>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.</p> <p>4.24.4 Obtaining natural resource materials in relation to supplier</p> <p>The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.</p> <p>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.</p>
<p>Sub-Clause 4.25 Code of Conduct</p>	<p>The Contractor shall have a Code of Conduct for the Contractor's Personnel including Drivers and Machine Operators .</p> <p>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.</p> <p>These measures include providing instructions and documentation</p>

	<p>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.</p> <p>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.</p> <p>The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.</p>
<p>Sub-Clause 5.1 Subcontractors</p>	<p>The following is added at the beginning of the second paragraph.</p> <p>“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above.”</p> <p>The following is added at the end of the last paragraph of Sub-Clause 5.1:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [<i>After Termination</i>].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”</p>
<p>Sub-Clause 5.2.2 Objection to Nomination</p>	<p>In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.</p> <p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(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 [<i>Payment to nominated Subcontractors</i>].”</p>
<p>Sub-Clause 6.1</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p>

<p>Engagement of Staff and Labour</p>	<p>“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.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”</p>
<p>Sub-Clause 6.2 Rates of Wages and Conditions of Labour</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about:</p> <ul style="list-style-type: none"> (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. <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>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.”</p>
<p>Sub-Clause 6.5 Working Hours</p>	<p>The following is inserted at the end of the Sub-Clause:</p> <p>“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.”</p>
<p>Sub-Clause 6.6 Facilities for Staff and</p>	<p>The following is added as the last paragraph:</p> <p>“If stated in the Specification, the Contractor shall give access to</p>

Labour	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	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>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:</p> <ul style="list-style-type: none"> (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). <p>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 [<i>Contractor’s Representative</i>] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [<i>Key Personnel</i>] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [<i>Contractor’s Representative</i>] and 6.12 [<i>Key Personnel</i>], 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)</p>

	above.”
Sub-Clause 6.12 Key Personnel	The following is inserted at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
The following Sub-Clauses 6.13 to 6.26 are added after sub-clause 6.12	
Sub-Clause 6.13 Foreign Personnel	The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Sub-Clause 6.14 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.

<p>Sub-Clause 6.18 Arms and Ammunition</p>	<p>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.</p>
<p>Sub-Clause 6.19 Festivals and Religious Customs</p>	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
<p>Sub-Clause 6.20 Funeral Arrangements</p>	<p>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.</p>
<p>Sub-Clause 6.21 Forced Labour</p>	<p>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.</p> <p>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.</p>
<p>Sub-Clause 6.22 Child Labour</p>	<p>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).</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>activities prohibited for children include work:</p> <ul style="list-style-type: none"> (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.
<p>Sub-Clause 6.23 Employment Records of Workers</p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor’s Personnel and Equipment].</p>
<p>Sub-Clause 6.24 Workers’ Organisations</p>	<p>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.</p>
<p>Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p>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,</p>

	<p>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.</p> <p>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).</p>
<p>Sub-Clause 6.26 Contractor’s Personnel Grievance Mechanism</p>	<p>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. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>Sub-Clause 6.27 Training of Contractor’s Personnel</p>	<p>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</p>

	<p>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.</p> <p>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.</p>
<p>Sub-Clause 7.3 Inspection</p>	<p>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)"</p> <p>The following is added as (b) (iv):</p> <p>"(iv) carryout environmental and social audit, and"</p>
<p>Sub-Clause 7.7 Ownership of Plant and Materials</p>	<p>The following is added before the first paragraph:</p> <p>"Except as otherwise provided in the Contract,"</p>
<p>Sub-Clause 8.1 Commencement of Work</p>	<p>The Sub- Clause is replaced in its entirety with the following:</p> <p>"The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> (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;

	<p>(e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.</p> <p>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.”</p>
<p>Sub-Clause 11.7 Right of Access after Taking Over</p>	<p>In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:</p> <p>“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”</p>
<p>Sub-Clause 13.3.1 Variation by Instruction</p>	<p>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;”</p>
<p>Sub-Clause 13.4 Provisional Sums</p>	<p>The following is inserted as the penultimate paragraph:</p> <p>“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.”</p>
<p>Sub-Clause 13.6 Adjustments for Changes in Laws</p>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“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].”</p>
<p>Sub-Clause 14.1 The Contract Price</p>	<p><i>[Note to the Employer: include one of the following two alternative texts as applicable]</i></p> <p><i>The following is added at the end of the Sub-Clause:</i></p>

	<p>[Alternative 1]</p> <p><i>“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.”</i></p> <p>[Alternative 2]</p> <p><i>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”</i></p>
<p>Sub-Clause 14.2.1</p> <p>Advance Payment Guarantee</p>	<p>The first paragraph is replaced with:</p> <p>“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</p>

	<p>or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”</p>
<p>Sub-Clause 14.3 Application for Interim Payment</p>	<p>The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i>: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”</p>
<p>Sub-Clause 14.6.2 Withholding (amounts in an IPC)</p>	<p>“and/or” from subparagraph (b) is deleted.</p> <p>The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):</p> <p>“(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:</p> <ul style="list-style-type: none"> (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).”
<p>Sub-Clause 14.7 Payment</p>	<p>At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):</p> <p>“(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”</p> <p>At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:</p> <p>“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].”</p>
<p>Sub-Clause 14.9 Release of Retention Money</p>	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>“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.</p> <p>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</p>

	<p>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.”</p>
<p>Sub-Clause 14.12 Discharge</p>	<p>On the seventh line of the first paragraph, “Sub-Clause 21.6 [Arbitration]” is replaced with: “Clause 21 [<i>Disputes and Arbitration</i>]’.</p>
<p>Sub-Clause 14.15 Currencies of Payment</p>	<p>Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.</p>
<p>Sub-Clause 15.1 Notice to Correct</p>	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c). The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.” In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
<p>Sub-Clause 15.2.1 Notice</p>	<p>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.”</p>
<p>Sub-Clause 15.8 Fraud and Corruption</p>	<p>The following new Sub-Clause is added: “15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption. 15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the 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,</p>

	gratuity or fee.”
Sub-Clause 16.1 Suspension by Contractor	The following paragraph is inserted after the first paragraph: “Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”
Sub-Clause 16.2.1 Notice	Sub-paragraph (j) is deleted in its entirety. At the end of sub-paragraph (i): “; or” is replaced with: “.” sub-paragraph (f) is replaced with: “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
Sub-Clause 16.2.2 Termination	The following is added at the end of Sub-Clause 16.2.2: “In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”
Sub-Clause 16.3 Contractor’s Obligations After Termination	<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: “ (c) deliver to the Engineer all Employer- Supplied Materials and/or Employer’s Equipment made available to

	<p>the Contractor in accordance with Sub-Clause 2.6 <i>[Employer-Supplied materials and Employer's Equipment]</i>; and</p> <p>(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”</p>
<p>Sub-Clause 17.1 Responsibility for Care of the Works</p>	<p>On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.</p> <p><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 [Employer-Supplied Materials and Employer's Equipment]]</i></p> <p>After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.</p> <p><i>[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]]</i></p> <p>After the two instances of “Goods” in the last paragraph, the following is added: “, Employer's Equipment,”.</p>
<p>Sub-Clause 17.3 Intellectual and Industrial Property Rights</p>	<p>On the first line of the second paragraph, replace “notice” is replaced with “a Notice”.</p>
<p>Sub-Clause 17.7 Use of Employer's Accommodation/Facilities</p>	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the 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)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”</p>
<p>Sub-Clause 18.1 Exceptional Events</p>	<p>Sub-paragraph (c) is substituted with:</p> <p>“(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the</p>

	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. This agreement of terms shall take precedence over the provisions of this Clause.”
Sub-Clause 19.2 insurance to be provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
Sub-Clause 19.2.1 The Works	On the last line of the second paragraph, “Clause 12 [<i>Tests after completion</i>]” is deleted.
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”
Sub-Clause 20.1 Claims	In a): “any additional payment” is replaced with “payment”.
Sub-Clause 20.2 Claims for Payment	The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a)

and/or EOT	or (b), the following claim procedure shall apply:”
Sub-Clause 21.1 Constitution of the DAAB	<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 Dispute Avoidance/ Adjudication 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>
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”
Sub-Clause 21.6 Arbitration	<p>In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:</p> <p>“arbitration. Arbitration shall be conducted as follows:</p> <p>(a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].</p> <p>(b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”</p>
Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement	
Title	“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.
53. Definitions	<p>Sub-Clause 1.2: In both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.</p> <p>Sub-Clause 1.3:</p> <p>-In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with:</p> <p>“DAAB Agreement” is as defined under the Contract and is”.</p>

	<p>- In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”.</p> <p>- In sub-paragraph (c)(ii), “chairman” is replaced with “chairperson”.</p> <p>Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub- Clauses under Clause 1 “Definitions” renumbered:</p> <p>Sub-Clause 1.7 to 12: Replace all instances of “DAA Agreement” with “DAAB Agreement”.</p> <p>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”.</p>
54. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	<p>Sub-Clause 3.3 is deleted and replaced with the following:</p> <p>“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she;</p> <ul style="list-style-type: none"> a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; c) has received formal training as an adjudicator from an internationally recognized organization; d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and/or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”
7. Confidentiality	In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:

	“or (d) is being provided to the Bank.”
9. Fees and Expenses	In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class”.
	In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.
10. Resignation and Termination	In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”.
Annex- DAAB Procedural Rules	
Rule 4.2	On the fourth line, “chairman” is replaced with “chairperson”.
Rule 8.3	On the sixth line, “chairman” is replaced with “chairperson”.
Form of Dispute Avoidance/Adjudication Agreement	
All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.	
In C (b): “chairman” is replaced with “chairperson”.	

Part C – Bank’s Policy- Corrupt and Fraudulent Practices

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge

of matters relevant to the investigation or from pursuing the investigation;
or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner¹; (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other

¹ For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits,

documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

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

- e. *health and safety supervision:*
 - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. 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
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve;

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

- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[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 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: *[insert name of successful Bidder]*

Address: *[insert address of the successful Bidder]*

Contract price: *[insert contract price of the successful Bid]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

me of Bidder	l price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[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

Period: Procurement-related Complaint challenging the decision to award shall be submitted by 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 \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (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](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] 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 bidding process, 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 period 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 as stated in Section 4 above.

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: _____

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 Bidder¹. 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*

Beneficial Ownership Disclosure Form

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)
<i>[include full name (last, middle, first), nationality, country of</i>			

<i>residence]</i>			
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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 BDS ITB 47.1, 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:
 - viii.** the ES Management Strategies and Implementation Plans; and
 - ix. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute

the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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 _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 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 _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

² *Insert the date twenty-eight days after the expected completion date 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*

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.

[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."

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 _____ (_____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(b) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(c) 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 _____.

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

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____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² *Insert the expected 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]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the 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.

credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

[signature(s)]

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

² *Insert the 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."*

**CURRICULUM VITAE FOR PROPOSED MEMBERS OF
DAAB**

Dr. Ing. ROMANO ALLIONE

Dr.Ing. Romano Allione

2019

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Curriculum Vitae

ALLIONE ROMANO

Nationality: Italian

Education: Degree in Engineering
Graduated at the Milan Polytechnic in 1966

Lecturer: Milan Polytechnic – Master in Contract, Claim and delay management
in construction works.
Turin Polytechnic – Master in Tunneling and Tunnel Boring Machines

Affiliation: DRBF Dispute Resolution Board Foundation (Charter Member,
President 2009/2010, Speaker at Conferences on Dispute Avoidance &
Dispute Resolution)
Professional Engineer (Ordine degli Ingegneri P.Mi.21074)
Adjudicator (included in Fidic President's list)
Member Association of Electrotechnical Engineers (AIET) Member AICE

Languages: Italian mother tongue
English, fluent
Spanish working knowledge

Work Experience

From February 2000 Project Management Consultant / Adjudicator/
Expert/Arbitrator

- Italy - Independent expert in Arbitration proceedings

- Italy - High Speed Railway Bologna Sector – Underground Works-
Chairman-Technical Consulting Board (DRB)
- Italy Expert in Arbitration case- hot dip galvanizing plant
- Italy/Lebanon Expert ICSID case highway construction
- Italy/Denmark Member of ICC Arbitration Panel- Airport work
Mozambique
- Romania- Infrastructures (Roads/Bridges construction/rehabilitation)
seven Contracts-Member Adjudication Boards (Fidic 1999 Cond. of
Contract, European Union financing)
- Mozambique – Infrastructure (Road/Bridge construction/rehabilitation)
eight Contracts- Chairman Dispute Review Boards (Fidic Cond. of
Contract, World Bank financing)
- Serbia - Thermal Power Plant –Chairman ad hoc DAB (Fidic 1999 Cond.
of Contr.)
- Saudi Arabia & Gulf States – Member ad hoc DAB (Fidic 1999 Cond. of
Contract)
- Switzerland – CERN- Advisor on contract matter in dispute referred to
DRB
- Argentina - “Due diligence” for construction contract acquisition
- Slovenia - Advisor for Contract Documents preparation-railway works
- Kuwait - Advisory services on claims to General Contractor- Chemical
Plant
- Pakistan- Hydroelectric Project-Advisory services to Contractor
- Egypt – Pumping Station- Independent Expert on Claims (Principle &
Quantum)
- Taiwan- ADR Consultant- High Speed Railway Construction Contract
- Italy- Ancona - Harbor Access –Project financing scheme -Coordinator
- TAM(Turn Around Management Program)-Senior Advisor Serbia,
Kosovo, Montenegro
- Panama- EPC Hydropower Project-Chairman Combined Dispute Board
(ICC Rules)
- Panama –Hydroelectric Project- Sole Member Dispute Adjudication
Board (ICC Rules)

- Chile – EPC hydroelectric Project Member Dispute Adjudication Board (ICC Rules)
- Panama Third Set of Locks Consultant on contractual matters
- Lebanon High Dam Member Dispute Adjudication Board (current)
- Uganda Water and Sanitation Project (Arua) Chairman Dispute Adjudication Board
- Uganda Water and Sanitation Project (Gulu) Chairman Dispute Adjudication Board (current)
- Abu Dhabi Industrial Project - Expertise (ICC Rules)

From 1966 to 1977 Impresit/Impregilo s.p.a. Milan Italy

67/68 Head office E & M coordination group; tenders hydro projects, nuclear project (Westinghouse)
 69/70 Colombia Guatape HPP supervisor
 70/75 Pakistan E&M erection works manager, planning & programming
 75/77 Pakistan Civil and E&M works Project Manager

From 1978 to 1979 Italmimpianti s.p.a. Genoa Italy

78/79 Iran Steel complex Turn Key-Design, Supply & Build, Project Manager and Chief Resident Engineer

From 1980 to 1984 Impregilo/Impresit s.p.a.

80/83 Honduras El Cajon HydroProject Project Manager
 83/85 Head office General Manager Hydro projects

From 1985 to 1987 Imprestirling s.p.a. Rome (Impresit group) Roads, bridges, airports, construction in Africa & Latin America
 General Manager

From 1988 to 1999 Impregilo s.p.a. General Contractor Milan Italy

88/97 Head office - Deputy General Manager (Asia, Africa)
 98/99 Head office - Director

