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MINISTRY OF WATER AND ENVIRONMENT
INTEGRATED WATER MANAGEMENT AND
DEVELOPMENT PROJECT
PROJECT ID NO: P163782

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INTERNATIONAL COMPETITIVE BIDDING

VOLUME 1 OF 5 – BIDDING DOCUMENT

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

- Volume 1 of 5 - Bidding Document
- Volume 2 of 5 - Bills of Quantities (BoQs)
- Volume 3 of 5 - Technical Specifications
- Volume 4 of 5 - Drawings
- Volume 5 of 5 - Environmental and Social Impact Assessment
Report

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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:

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

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

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

“ES” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

“Sexual Exploitation and Abuse” “(SEA)” means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;

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

“**Employer’s Personnel**” is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

- 2. Source of Funds**

 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Fraud and Corruption**

 - 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**

 - 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination

of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, 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 Engineer for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the

preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of the Bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information and documentation as is required by the Bidding document.

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

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

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

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

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

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid prepared in accordance with ITB 12;
 - (b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) Alternative Bid, if permissible, in accordance with ITB 13;
 - (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

- (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) Conformity: a technical proposal in accordance with ITB 16;
 - (h) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration, using the form included in Section IV, Bidding Forms; and
 - (i) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, 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.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 11.4 The Bidder shall furnish in the Letter of Bid the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must first price the Employer's design as described in the Bidding document and shall further provide all

information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

14. Bid Prices and Discounts

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

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

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

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

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

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **If, however, rated criteria is used in accordance with ITB 35.2, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 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 Table of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.
- 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, 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 33.1, 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 33.1.

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

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

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

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

19. Bid Security

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

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

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

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2

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

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.

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

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

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

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

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

- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) in an envelope marked “ORIGINAL –ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the envelope marked “COPIES- ALTERNATIVE BID”, all required copies of the alternative Bid.
- 21.2 The 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 specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.

- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the 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 Bid Price, per lot (contract) if applicable, including any discounts;
- (c) any alternative Bids;
- (d) the presence or absence of a Bid Security, if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

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 43.

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 31.

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. Determination of Responsiveness

29.1 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.

29.2 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.

29.3 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.

29.4 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.

**30. Nonmaterial
Nonconformities**

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

30.2 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.

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 Unless otherwise **specified in the BDS**, a margin of preference for domestic Bidders¹ shall not apply.
- 34. Subcontractors** 34.1 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.
- 34.2 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.
- 34.3 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 of the Bidder.
- 35. Evaluation of Bids** **Technical Evaluation**
- 35.1 The Employer shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria.
- 35.2 If **specified in the BDS**, the Employer’s evaluation will be carried out by applying rated criteria that take into account technical factors, in addition to cost factors. An Evaluated Bid Score will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria. The scores to be given to technical factors and sub factors are **specified in the BDS**. The weight to be assigned for the Technical factors and cost is **specified in the BDS**.

¹ 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.

Financial Evaluation

35.3 To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (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 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors **specified in the BDS** and Section III, Evaluation and Qualification Criteria.

35.4 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.

35.5 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. **If, however, rated criteria is used in accordance with ITB 35.2, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

35.6 If ITB 35.2 is applicable, the Employer will determine the Bid with the highest combined technical and financial score in accordance with BDS 35.2.

36. Comparison of Bids 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.

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

38. Unbalanced or Front Loaded Bids

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

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

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

39. Qualifications of the Bidder

39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 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(s) different from the Bidder.

39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer

will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor..

39.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 40. Most Advantageous Bid** 40.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and:
- (a) when **rated criteria are used** is the Bid with the highest combined technical and financial score; or
 - (b) when **rated criteria are not used**, is the Bid with the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 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.
- 42. Standstill Period** 42.1 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 46. 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.
- 43. Notification of Intention to Award** 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;

- (b) the Contract price of the successful Bid;
- (c) the 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;

F.Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, 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.

45. Notification of Award

45.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 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”).

45.2 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 47.1

45.3 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.

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

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, 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.

46.2 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.

46.3 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.

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

47. Signing of Contract

47.1 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.

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

48. Performance Security

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 38.2 (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.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Procurement Related Complaint

49.1 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

<p>ITB 1.1</p>	<p>The reference number of the Request for Bids (RFB) is: MWE/WRKS/20-21/00003</p> <p>The Employer is: Ministry of Water and Environment</p> <p>The name of the RFB is: Construction of Bitsya Water Supply and Sanitation System.</p> <p>The number and identification of lots (contracts) comprising this RFB is: N/A</p> <p>The scope of work for construction of the 2,200m³/ day water supply system is described below.</p> <ol style="list-style-type: none"> i. Intake works comprising of a weir across River Nyarwamba, Intake channel, Intake sump and the raw water pumping station of a flow rate of 75m³/hour and pumping head of 30m. ii. Water Treatment Works of 2,200m³/day output capacity comprising of reinforced concrete units including: <ol style="list-style-type: none"> a. 4 No. trays cascade aeration unit, b. Twin chamber coagulation/Flocculation, c. 4 No. tanks Clarifier unit, d. 3 No. Rapid gravity sand filtration unit, e. Chlorination unit, f. 60m³ underground treated water storage tank, g. Coagulation and disinfection chemicals dosing units, h. Sludge drying bed, and i. 100m³ hot pressed steel section panel backwash tank elevated 6m above ground level on structural steel support tower, j. Air blowers for backwash system, k. Surge protection unit, and l. Buildings including: <ol style="list-style-type: none"> i. 7 x 14m pump house for the raw water and treated water pumps and air blower ii. 6 x 6m chemical store iii. Office / Laboratory building m. Site drainage works n. External works including: <ol style="list-style-type: none"> i. Access road and parking ii. Landscaping
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- iii. Chain-link fencing on concrete posts,
- iv. Metallic frame gate and guard house
- v. Walkways paved with 80mm thick pre-cast concrete pavers laid on well compacted gravel earth material and sand base material.
- vi. Stone masonry retaining walls

iii. Power supply including:

- a. Extension of a 3-phase grid power line of 500m length to the water treatment works site
- b. Generator sets including:
 - i. 250KVA prime generator set as secondary for the water treatment works
 - ii. 90KVA generator set for Kasharara Booster Station

iv. Treated water pumping station and mains:

- a. 80m³/hr flow and 270m pumping head
- b. 3,540m DN 200mm DI pumping main

v. Kasharara booster station

- a. 35m³/hour flow and 230m pumping head

vi. Water tanks

- (i) Hot pressed section steel panel water storage ground tanks installed on reinforced concrete dwarf walls on mat foundation structure at the following location:

Tank Name	Location	Capacities m ³
Bitsya	Bitsya	180
Karungu	Kabingo	200
Kasharara	Kasharara	150
Main tank	Rugarama	400

vii. Transmission Pipelines

Gravity mains	Nominal Diameter (mm)	Pressure Rating	Pipe Material	Length (m)	
Transmission line 1 (Rugarama to Karungu)	OD 280	PN 10	uPVC	1,900	6,100
	OD 250	PN16	uPVC	625	
	DN 250	PN 25	DI	2,675	
	DN 200	PN 25	DI	900	
Transmission line 2	OD 180	PN 16	HDPE	3,716	6,448

(Karungu to Bitsya)	OD 125	PN 16	HDPE	2,732	
Transmission line 3 (Branch main off Transmission Line 1 to Kabingo)	ND 200	PN 25	DI	1,425	3,450
	OD 225	PN 10	uPVC	2,025	
Total length of gravity transmission line lines				15,998	
Booster Mains					
• Booster pumping main to Kasharara Tank	DN 150	PN25	DI	3,600 m	
viii. Distribution Pipelines					
The distribution pipelines are summarized below.					
Tank	Diameter (mm)	Pipe material	Length (m)		
Bitsya Tank supply area network	OD 160	uPVC	230	14,554	
	OD 110	HDPE	2,187		
	OD 90	HDPE	513		
	OD 75	HDPE	1722		
	OD 63	HDPE	4300		
	OD 50	HDPE	3790		
	OD 40	HDPE	1812		
Kabingo Tank supply area	DN 200	DI	1675	23,800	
	OD 225	uPVC	1500		
	OD 280	uPVC	1800		
	OD 140	uPVC	1150		
	OD 125	HDPE	4775		
	OD 90	HDPE	8250		
	OD 63	HDPE	487		
	OD 50	HDPE	3088		
OD 40	HDPE	1075			
Kasharara Tank supply area	OD 160	HDPE	3,600	5,750	
Rugongo supply area	OD 180	uPVC	1,350		
	OD 125	uPVC	800		
Total length of distribution lines				44,104	
i. Service Connections					
a. 1000 service connections.					
ix. Sanitation					

	<p>a. 3 No. Blocks of water borne toilets with septic tanks in health care facilities. Each block consists of 4 stances with a urinal for males with 1 stance for persons with disabilities and 5 stances for females including 1 stance for persons with disabilities.</p> <p>b. 5 No. Blocks of lined VIP toilets in schools. Each block consists of 5 stances including 1 stance for persons with disabilities.</p> <p>x. Water Offices</p> <p>a. 2 No. Water Offices</p>
ITB 1.2	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: <i>US\$ 280 million</i></p> <p>The name of the Project is: Integrated Water Management and Development Project (IWMDP)</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 of Bid 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>Floor/ Room number: Ground Floor</p> <p>City: Kampala</p> <p>Country: Uganda</p> <p>Electronic mail address: kateregga9@hotmail.com with copies to okurutv@gmail.com, ronaldkatalo@yahoo.com</p> <p>Requests for clarification should be received by the Employer no later than 14 Calendar days before the date of bid submission.</p>
ITB 7.4	Site Visit:

The site visit conducted by the Employer **shall** take place at the following date, time and place as indicated in the table below. **Standard Operating Procedures (SOP) for COVID-19 Pandemic shall be observed during the site visits.**

Activity	Date/Time	Meeting Place/contact
Bitsya Supply System works sites visits	20th September 2022, Time: 11:00am	Buhweju District offices Telephone Contact: : 0783547559 ronaldkatalo@yahoo.com

The Bidder is encouraged to send experienced and competent personnel for the site visit for purposes of assessing the risks, contingencies and other circumstances which may influence or affect the bid or the works including, but not limited to; available services and infrastructure, ground conditions, applicable methods of construction for the various components of the works, sources of materials and delivery of resources to the site. The bidders will be responsible for their own facilitation throughout the pre-bid meeting and site visit.

A Pre-Bid meeting shall take place at the following date, time and place:

Date: 22nd September, 2022

Starting Time: 11:00 am (Ugandan Time)

Place: Ministry Auditorium, Second Floor

Ministry of Water and Environment Headquarters

Plot 3-7, Kabalega Crescent, Luzira

Kampala, Uganda.

Email: ronaldkatalo@yahoo.com; okurutv@gmail.com

The meeting will also be available via video conferencing. 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 at least one (1) day prior to the date of the meeting to ronaldkatalo@yahoo.com with copy to okurutv@gmail.com.

The Employer will circulate the minutes of the Pre-Bid Meeting to all the Bidders (or their representatives) in attendance and to bidders that purchased the bidding documents. The minutes of the Pre-Bid meeting will address all questions (clarifications) that arise during the site visits and meeting discussions.

ITB 7.6	Web page: <i>www.mwe.go.ug</i>
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 11.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>(i) 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>Code of Conduct 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 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ol style="list-style-type: none"> i. Traffic Management Plan to ensure safety of local communities from construction traffic. ii. Water Resource Protection Plan to prevent contamination of drinking water. iii. Management plan to prevent unauthorized access to the sites. iv. Management plan for deep excavations, e.g. warning tape. v. Management plan for working offshore, e.g. access bridge. vi. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit. vii. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause</p>

	4.1, that includes the agreed Management Strategies and Implementation Plans described here.
ITB 13.1	Alternative Bids shall not be considered.
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: None
ITB 14.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract
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 shall be valid until for 120 days. The Bid should be valid until 22nd February, 2023 .
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): N/A
ITB 19.1	<p>A Bid Security shall be required.</p> <p>The amount and currency of the bid security shall be</p> <p>UGX 530,000,000 (Uganda Shillings Five Hundred Thirty Million) or its equivalent in freely convertible currency acceptable to the Employer.</p> <p>The Bid Security shall be valid up to 4 weeks after expiry of the bid validity</p> <p>The bid security shall be in the form of an Unconditional Bank Guarantee from a recognized financial institution. Should the issuing financial</p>

	institution be outside Uganda, it should have a correspondent Bank in the Republic of Uganda to make it enforceable.
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	N/A
ITB 20.1	<p>In addition to the original of the Bid, the number of copies is: Three (3) and 1(one) soft copy. A soft copy of the bidder’s priced BOQ (MS Excel) must be part of the submission.</p> <p>In case of a discrepancy between the information in the soft copy and the hard copy, the hard copy will supersede.</p> <p><u>NB. A soft copy of the bidder’s priced BOQ (MS Excel) should be saved on a flash not CD. Most CDs get broken during Bid submission.</u></p>
ITB 20.3	<p>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> <p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties;</p>
D. Submission and Opening of Bids	
ITB 22.1	<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 Floor/ Room number: Ground Floor/PDU Office City: Kampala Country: Uganda The deadline for Bid submission is: Date: 25th October 2022 Time: 11:00 am (Ugandan Time)</p>
ITB 25.1	<p>The Bid opening shall take place at: Address: Ministry of Water and Environment Headquarters Plot 3-7, Kabalega Crescent, Luzira. Luzira, Kampala. Floor/ Room number: Ground Floor/PDU Office</p>

	<p>City: Kampala</p> <p>Country: Uganda</p> <p>Date: 25th October, 2022.</p> <p>Time: 11:05 am (Ugandan Time)</p>
ITB 25.6	<p>The Letter of Bid and priced Bill of Quantities shall be initialed by at least two (2) representatives of the Employer conducting Bid opening.</p> <p>Each Bid shall be marked/labelled with a number on its cover page by the Employer during the bid opening.</p>
E. Evaluation, and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Uganda Shillings</p> <p>The source of exchange rate shall be: Bank of Uganda</p> <p>The date for the exchange rate shall be: <i>date of 28 days prior to the deadline for submission of the Bids</i></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>Alternative A: Bidders quote entirely in local currency</p> <p>For comparison of Bids, the Bid Price, corrected pursuant to ITB 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 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 Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
ITB 33.1	A margin of domestic preference shall apply.
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.

ITB 34.2	<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 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>
ITB 34.3	<p>The parts of the Works for which the Employer Permits Bidders to propose Specialized Subcontractors are designated as follows: N/A</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation. N/A</p>
ITB 35.2	<p>The technical factors (sub-factors) and the corresponding weight out of 100% are: N/A</p>
ITB 35.3 (f)	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p>
F. Award of Contract	
ITB 47.1	<p>The successful Bidder shall not submit the Beneficial Ownership Disclosure Form.</p>
ITB 48.1 and 48.2	<p>The successful Bidder shall be required to submit a Performance Security and an Environmental, Social, Health and Safety (ESHS) Performance Security.</p> <p>The amount of the Performance Security shall be 9% of the contract price while the Environmental, Social, Health and Safety Performance Security shall be 1% of the contract price.</p> <p>The Performance Security and the Environmental, Social, Health and Safety Performance Security shall be valid up to 28 days after the date of the end of the Defects Liability Period.</p> <p>The Performance Security and the Environmental, Social, Health and Safety Performance 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 should have a correspondent Bank in the Republic of Uganda to make it enforceable.</p>

ITB 49.1	<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>For the attention: The Permanent Secretary, Ministry of Water and Environment</p> <p>Title/position: Accounting Officer</p> <p>Employer: Ministry of Water & Environment</p> <p>Email address: ps@mwe.go.ug</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 decision to exclude a bidder from the procurement process prior to award of contract and3. 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. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

- i. 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.
- ii. 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 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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:

- (a) 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.
- (b) 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 has clearly indicated below the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(c) The method that will be followed in the evaluation and comparison of bids to give effect to such preference is as follows:

(I) After bids have been received and reviewed by the Borrower, responsive bids shall be classified into the following groups:

- (i) Group A: bids offered by domestic contractors eligible for the preference.
- (ii) Group B: bids offered by other contractors.

(II) Evaluation procedure

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

2. Evaluation (ITB 35)

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

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

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 Assessment of adequacy of Technical Proposal with Requirements

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).

2.3 Alternative Completion Times

If permitted under ITB 13.2, will be evaluated as follows: **Not Applicable**

2.4 Sustainable Procurement: Not Applicable**2.5 Alternative Technical Solutions for specified parts of the Works**

If permitted under ITB 13.4, will be evaluated as follows: **Not Applicable**

2.6 Specialized Subcontractors: Not Applicable

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

2.7 Other Criteria

If permitted under ITB 35.3(f): **None**

D. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
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

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. Historical Contract Non-Performance							
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 2016.	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	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.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder ³ since 1 st January 2016					
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 Abuse) 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
2.6	Bank's SEA and/or SH Disqualification	(a) At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		(b) If the Bidder had been subject to disqualification	Must meet	N/A	Must meet requirement	N/A	Letter of Bid, Form

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.

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	requirement (including each subcontractor proposed by the Bidder)		(including each subcontractor proposed by the Bidder)		CON-4
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	Must meet requirement	Must meet requirement	Must meet 60%, (sixty percent) of the requirement Must meet requirement Must meet requirement	Must meet 80%, (eighty percent) of the requirement Must meet requirement	Form FIN – 3.1, with attachments

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>Dollars One Million Three Hundred Fifty Thousand (US\$ 1,350,000) for a period of every 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 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 requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>Form FIN – 3.1, with attachments</p> <p>Form FIN – 3.1, with attachments</p>	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US Dollars Eleven Million Two Hundred Thousand (US\$	Must meet requirement	Must meet requirement	Must meet 60%, (sixty percent) of	Must meet 80%, (eighty percent) of	Form FIN – 3.2

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	
		11,200,000), calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five (5) years			the requirement	the requirement	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor for at least the last 5 years, starting 1 st January 2016 .	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) 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 Subcontractor between 1st January 2012 and bid submission deadline: Option 1					

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 Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

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) contracts, each of minimum value- US Dollars Five Million Six Hundred Thousand (US\$ 5,600,000);</p> <p>OR</p> <p>Option 2</p> <p>Two (2) contracts, each of minimum value - US Dollars Eight Million Four Hundred Thousand (US\$ 8,400,000);</p> <p>OR</p> <p>Option 3</p> <p>One (1) contract, of minimum value US Dollars Sixteen Million Eight Hundred Thousand (US\$ 16,800,000)</p> <p>Similarity includes scope of works, engineering complexity, construction methods or technology. Therefore, in addition to the meeting the contract value, a similar contract shall have the</p>	<p>Must meet requirement</p> <p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet⁷ requirement</p> <p>Must meet requirement⁷</p> <p>Must meet requirement</p>	<p>Must meet requirement of at least one similar contract</p> <p>Must meet requirement of at least one similar contract</p> <p>Must meet requirement</p>	<p>Must meet requirement of at least two similar contracts</p> <p>Must meet requirement of at least one similar contract</p> <p>Must meet requirement</p>	<p>Form EXP 4.2(a)</p> <p>Form EXP 4.2(a)</p> <p>Form EXP 4.2(a)</p>

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>following characteristics:</p> <ol style="list-style-type: none"> 1. Off-shore lake or river water intake works of capacity of at least 2,500m³/day. 2. Water Treatment Plant (in reinforced concrete) of capacity of at least 2,500m³/day. 3. Section steel panel reservoirs of at least 200m³ capacity. 4. Laying and commissioning of at least 10Km of uPVC, Ductile Iron / Steel pipelines of nominal diameters of at least 100mm; at least 10Km of HDPE of nominal diameters of at least 50mm. 					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2012 and Application submission deadline, a minimum					

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	
		construction experience in the following key activities successfully completed ⁸ : 1. Construction of off-shore lake or river water intake works of capacity of at least 2,500m ³ /day. 2. Constructed a Water Treatment Plant (in reinforced concrete) of capacity of at least 2,500m ³ /day. 3. Constructed section steel panel reservoirs of at least 200m ³ capacity.	Must meet requirements Must meet requirements Must meet requirements	Must meet requirements Must meet requirements Must meet requirements	Must meet 60%, (sixty percent) of the requirement i.e. 1,500m ³ /day Must meet 60%, (sixty percent) of the requirement i.e. 1,500m ³ /day Must meet 60%, (sixty percent) of the	Must meet 80%, (eighty percent) of the requirement i.e. 2,000m ³ /day Must meet 80%, (eighty percent) of the requirement i.e. 2,000m ³ /day Must meet 80%, (eighty percent) of	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	
		4. Supply, laying, testing and commissioning of at least 15Km of uPVC, Ductile Iron / Steel pipelines of nominal diameters of at least 100mm; at least 30Km of HDPE of nominal diameters of at least 50mm.	Must meet requirements	Must meet requirements	requirement i.e 120m ³ capacity Must meet 60%, (sixty percent) of the requirement i.e 9Km of uPVC, Ductile Iron / Steel pipelines of nominal diameters of at least 100mm and at least 18Km of HDPE of nominal diameters of at least 50mm.	the requirement i.e 160m ³ capacity Must meet 80%, (eighty percent) of the requirement i.e 12Km of uPVC, Ductile Iron / Steel pipelines of nominal diameters of at least 100mm and at least 24Km of HDPE of nominal diameters of at least 50mm	
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor	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	
		between 1st January [2012] and Application submission deadline, experience in managing ES risks and impacts in the following aspects: 1. <i>Surface water (lake/river) source pollution/contamination</i> 2. <i>Air, Sound and soil pollution</i> 3. <i>Gender Based Violence</i> 4. <i>HIV/AIDS</i> 5. <i>Child labour</i> 6. <i>Occupational health and safety</i>					

5. Contractor's Representative and Key Personnel

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

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

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).

No.	Position/ specialization	Relevant academic qualifications	Relevant work experience	Minimum years of relevant work experience
1	Contractor's Representative [1No.]	Bachelor's Degree in Civil Engineering	Experience as a Contractor's Representative on large infrastructure projects such as dams, water supply, sewerage and/or irrigation of a value of at least USD 5 million.	10
2	Project Manager (Site Engineer) [1No.]	Bachelor's Degree in Civil Engineering	Experience as a Project Manager/Site Engineer on large town water supply projects involving construction of lake/river offshore intakes, water treatment plants of at least 5,000 m ³ /day capacity, steel reservoirs and pipelines.	10
3	Superintendent – Pipe laying [3No.]	Higher Diploma in Civil Engineering	Experience as a Pipe laying Superintendent on town water supply projects involving laying of PVC, HDPE and Steel pipes with sizes up to 400mm in diameter.	7
4	Superintendent – Civil Works [3No.]	Higher Diploma in Civil Engineering	Experience as a Civil Works Superintendent on infrastructure projects involving earth works, construction of foundations, reinforced concrete structures and buildings.	7

No.	Position/ specialization	Relevant academic qualifications	Relevant work experience	Minimum years of relevant work experience
5	Superintendent – Electrical and Mechanical Works [1No.]	Higher diploma in Electro-Mechanical Engineering	Experience as an Electrical and Mechanical Superintendent on water supply projects involving construction of offshore water intake works, treatment plants and steel structures.	7
6	Quantity Surveyor [1No.]	Bachelor’s Degree in Quantity Surveying	Experience as a Quantity Surveyor on infrastructure projects such as dams, water supply, irrigation and highways.	7
7	Environmental Safeguards Officer [1No.]	Bachelor’s Degree in Environmental Sciences or equivalent	Experience as an Environmental Safeguards Officer on infrastructure projects such as dams and water supply projects with river or lake water sources.	5
8	Social Expert [1No.]	Bachelor’s Degree in Social Sciences or Social Works and Social Administration or equivalent	Experience as a Social Expert or Mobilizer on infrastructure projects such as highways and water supply projects within communities.	5
9	Health & Safety Officer [1No.]	Bachelor’s Degree in Health & Safety or Social Sciences with a Certificate in Health & Safety or equivalent	Experience as a Health and Safety Officer on dams, surface water supply, civil or building construction projects.	5
10	Sexual Exploitation, Abuse and Harassment Expert	A minimum of a Bachelor’s Degree in any of Anthropology, Sociology, Social Work and Social Administration, Public Health or Development Studies	Experience in handling issues of Sexual Exploitation, Abuse and Harassment	5

Curriculum Vitae (CV) signed by the personnel designated to execute the works MUST be attached. Personnel who are not able to speak or write English will not be allowed on site and the contractor will then replace them with personnel who can communicate in English.

6. Equipment

The Bidder must demonstrate that it has or is able to get access to the key equipment which will be kept on site for the duration of the Contract listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Excavator with 1m ³ bucket	1
2	Dumper, 1m ³	2
3	Vibratory self-propelled roller, 10-15 ton	1
4	Pedestrian roller	1
5	Plate compactor	2
6	Bull dozer D 6 with rear-mounted heavy-duty viper	1
7	Wheel loader, CAT 950 or equivalent	1
8	Jack hammer	1
9	De-watering pumps	2
10	Concrete mixers, 1.5m ³ bucket	4
11	Tipper trucks, 20 tonnes	4
11	Crane mounted truck	1
12	10 tonne mobile crane	1
13	Backhoe with 0.25m ³ bucket	1
14	Poker vibrators	4
15	Reinforcement bar bending machine	1

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.**

Section IV - Bidding Forms

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Letter of Bid

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, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding document, including Addenda issued in accordance with 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 or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

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

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

- (e) **Conformity:** We offer to execute in conformity with the Bidding document and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- _____;
- (f) **Bid 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]*;
- (g) **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]*;
- (h) **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 before the expiration of that period;
- (i) **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;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **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;

- (l) **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];
- (m) **Commissions, gratuities, 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.")

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

Name	Address
1.	
2.	
3.	

Name of the Bidder: **[insert 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 to Bid

Schedule of Cost Indexation

The price adjustment formula shall apply as follows:

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

where:

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

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

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

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

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

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

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

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

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

Table of Adjustment Data

In Tables A, B, and C, 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 requirements for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	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 - 0.1</u>
F	Fuel				C: <u>0.05 - 0.2</u>
ASG	Aggregate Sand/gravel				D: <u>0.05 - 0.1</u>
RS	Reinforcement Steel				E: <u>0.05 - 0.2</u>
C	Cement				F: <u>0.05 - 0.1</u>
E	Equipment(tools)				G: <u>0.05 - 0.1</u>
ST	Steel Tanks				H: <u>0.05-0.1</u>
P	uPVC/HDPE Pipes				I: <u>0.1-0.2</u>
F	uPVC/HDPE Fittings				J: <u>0.1- 0.2</u>
Total					

Bidder's proposed weighting: "A" is a fixed weighting. The Bidder shall specify a value for B, C, D, E, F, G, H, I and J within the range indicated such that the total weighting = 1.00

Table B. Foreign Currency (FC)**Table B. Foreign Currency (FC)**

State type:

Index code	Index description	Source of index(to be provided by the bidder)	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
A	Nonadjustable		28 days before bid opening	—		A: <u>0.2</u>
FL	Foreign Labour					B: <u>0.1 - 0.2</u>
DI	Ductile Iron Pipes					C: <u>0.1 - 0.2</u>
P	uPVC/HDPE Pipes					D: <u>0.05 - 0.2</u>
E	Equipment					E: <u>0.05 - 0.2</u>
C	Cement					F: <u>0.05 - 0.2</u>
RS	Reinforcement Steel					G: <u>0.1 - 0.2</u>
F	uPVC/HDPE Fittings					H: <u>0.1-0.2</u>
G	Ductile Iron Pipes Fittings					I: <u>0.1-0.2</u>
Total						1:00

Bidder's proposed weighting: "A" is a fixed weighting. The Bidder shall specify a value for B, C, D, E, F, G, and I within the range indicated such that the total weighting = 1.00

Table C. Summary of Payment Currencies

Bidders to demonstrate requirement for payment in various currencies.

Name of payment currency	Section of the Works	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____			1.00		
Foreign currency #1 _____					
Foreign currency #2 _____					
Total Bid Price					100.00
Provisional sums expressed in local currency (UGX)		140,000,000	1	140,000,000	140,000,000
TOTAL BID PRICE (including provisional sum)					

Bill of Quantities

The Bill of Quantities are included in Volume **2 of 5** of the Bid Documents.

The Bill of quantities is divided into the following sections.

- (a) Preamble;
- (b) Summary
- (c) General Items including Dayworks and Method Related Charges; and
- (d) Work Items (grouped into parts)

Technical Proposal

The bidder shall submit a Technical Proposal that includes the following requirements.

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel**
- **Equipment**
- **Key Personnel Schedule**

Site Organization

Each bidder shall submit its proposed organization of site which ensures a healthy and safe construction site throughout the construction period.

Method Statement

Each Bidder shall set out details of the Method Statement for the execution of the Works to demonstrate how it will meet the Employer's objective and requirements.

Mobilization Schedule

The bidder shall submit a Mobilization Schedule indicating how the Contractor shall carry out its mobilization to Site.

Construction Schedule

Each Bidder shall submit a detailed Schedule for construction of the Works to be undertaken, including estimated start and finish dates for individual components and identification of major milestones and critical path.

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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.

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

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

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

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling 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(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

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

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

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

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

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

Form EQU: 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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

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	

Form PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	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: 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
Contractor’s Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="width: 60%; 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: 50%; 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 [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidders Qualification without prequalification

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

Form ELI -1.1
Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i></p>

Form ELI -1.2

Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, 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>] <input type="checkbox"/> Contract(s) not performed since 1 st January [<i>insert year</i>]			
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 <input type="checkbox"/> Pending litigation			

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 <input type="checkbox"/> Litigation History			
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: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3

Environmental and Social Performance Declaration

[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 Social 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 (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</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 CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

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

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

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

Form FIN – 3.1:**Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous 5 (five) years, _____				
	(amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	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 5 (*five*) 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 5 (*five*) years required above; and complying with the requirements.

(If the most recent financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)

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"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount				US\$
If member in a JV or Subcontractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)**Specific 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: _____

Subcontractor's Name² (as per ITB 34): _____

RFB No. and title: _____

Page _____ of _____ pages

All Subcontractors for key activities must complete the information in this form as per ITB 34 and Section III, Evaluation and Qualification Criteria, 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"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

² If applicable

	Information
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two

3.

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement No. 1 in accordance with 4.2 (c): _____

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

2. Key Requirement No. 2 in accordance with 4.2 (c): _____

3. Key Requirement No. 3 in accordance with 4.2 (c): _____

...

Form of Bid Security - Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid Validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

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

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

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

[signature(s)]

Form of Bid-Securing Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB 48.

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

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

Date: _____

RFB No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

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:

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

Under ITB 4.8(a) and 5.1: “*none*”

Under ITB 4.8(b) and 5.1: “*none*”

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (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 (applicants/proposers), 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 documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

PART 2 –Works' Requirements

Section VII - Works' Requirements

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I. Scope of Works

The scope of works for construction of the 2,200m³/ day Bitsya Water Supply and Sanitation Project comprises the following:

- i. **Intake works** comprising of a weir across River Nyarwambu, Intake channel, Intake sump and the raw water pumping station of a flow rate of 75m³/hour and pumping head of 30m.
- ii. **Water Treatment Works** of 2,200m³/day output capacity comprising of reinforced concrete units including:
 - a. 4 No. trays cascade aeration unit,
 - b. Twin chamber coagulation/Flocculation,
 - c. 4 No. tanks Clarifier unit,
 - d. 3 No. Rapid gravity sand filtration unit,
 - e. Chlorination unit,
 - f. 60m³ underground treated water storage tank,
 - g. Coagulation and disinfection chemicals dosing units,
 - h. Sludge drying bed, and
 - i. 100m³ hot pressed steel section panel backwash tank elevated 6m above ground level on structural steel support tower,
 - j. Air blowers for backwash system,
 - k. Surge protection unit, and
 - l. Buildings including:
 - i. 7 x 14m pump house for the raw water and treated water pumps and air blower
 - ii. 6 x 6m chemical store
 - iii. Office / Laboratory building
 - m. Site drainage works
 - n. External works including:
 - i. Access road and parking
 - ii. Landscaping
 - iii. Chain-link fencing on concrete posts,
 - iv. Metallic frame gate and guard house
 - v. Walkways paved with 80mm thick pre-cast concrete pavers laid on well compacted gravel earth material and sand base material.
 - vi. Stone masonry retaining walls
- iii. **Power supply including:**
 - a. Extension of a 3-phase grid power line of 500m length to the water treatment works site
 - b. Generator sets including:
 - i. 250KVA prime generator set as secondary for the water treatment works
 - ii. 90KVA generator set for Kasharara Booster Station
- iv. **Treated water pumping station and mains:**
 - a. 80m³/hr flow and 270m pumping head
 - b. 3,540m DN 200mm DI pumping main

v. **Kasharara booster station**

- a. 35m³/hour flow and 230m pumping head

vi. **Water tanks**

- a. Hot pressed section steel panel water storage ground tanks installed on reinforced concrete dwarf walls on mat foundation structure at the following location:

Tank Name	Location	Capacities m ³
Bitsya	Bitsya	180
Karungu	Kabingo	200
Kasharara	Kasharara	150
Main tank	Rugarama	400

ii. **Transmission Pipelines**

Gravity mains	Nominal Diameter (mm)	Pressure Rating	Pipe Material	Length (m)	
Transmission line 1 (Rugarama to Karungu)	OD 280	PN 10	uPVC	1,900	6,100
	OD 250	PN16	uPVC	625	
	DN 250	PN 25	DI	2,675	
	DN 200	PN 25	DI	900	
Transmission line 2 (Karungu to Bitsya)	OD 180	PN 16	HDPE	3,716	6,448
	OD 125	PN 16	HDPE	2,732	
Transmission line 3 (Branch main off Transmission Line 1 to Kabingo)	ND 200	PN 25	DI	1,425	3,450
	OD 225	PN 10	uPVC	2,025	
Total length of gravity transmission line lines				15,998	

Booster Mains				
• Booster pumping main to Kasharara Tank	DN 150	PN25	DI	3,600m

iii. **Distribution Pipelines**

The distribution pipelines are summarized below.

Tank	Diameter (mm)	Pipe material	Length (m)	
Bitsya Tank supply area network	OD 160	uPVC	230	14,554
	OD 110	HDPE	2,187	
	OD 90	HDPE	513	
	OD 75	HDPE	1722	
	OD 63	HDPE	4300	
	OD 50	HDPE	3790	
	OD 40	HDPE	1812	
Kabingo Tank supply area	DN 200	DI	1675	23,800
	OD 225	uPVC	1500	
	OD 280	uPVC	1800	
	OD 140	uPVC	1150	
	OD 125	HDPE	4775	

	OD 90	HDPE	8250	
	OD 63	HDPE	487	
	OD 50	HDPE	3088	
	OD 40	HDPE	1075	
Kasharara Tank supply area	OD 160	HDPE	3,600	
Rugongo supply area	OD 180	uPVC	1,350	5,750
	OD 125	uPVC	800	
Total length of distribution lines			44,104	

iv. Service Connections

- a. 1000 service connections.

v. Sanitation

- a) 3 No. Blocks of water borne toilets with septic tanks in health care facilities. Each block consists of 4 stances with a urinal for males, 1 stance for persons with disabilities and 5 stances for females including 1 stance for persons with disabilities.
- b) 5 No. Blocks of lined VIP toilets in schools. Each block consists of 5 stances including 1 stance for persons with disabilities.

vi. Water Offices

- a. 2 No. Water Offices

II. Specification

The Specifications are in **Volume 3 of 5** of the Bid Documents.

III. Environmental and Social (ES) requirements

The Ministry of Water and Environment's Environmental and Social Safeguards Policy 2018 presented will apply to this Project.



MINISTRY OF WATER AND ENVIRONMENT

ENVIRONMENT AND SOCIAL SAFEGUARDS POLICY

Ministry of Water and Environment

Plot 22/28 Port Bell Road, Luzira

P.O. Box 20026, Kampala

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2018

Forward

The Ministry of Water and Environment (MWE) prepared the Environmental and Social Safeguards (ESS) Policy Framework, to ensure that, in implementing development programs, positive social impacts are maximized while negative ones are minimized or avoided. Experience, has shown that different Entities encounter risks therefore the appropriate social safeguards should always be incorporated in their programmes.

Currently the MWE follows the Uganda Environmental Impact Assessment guidelines derived from the National Environment Management policy and Act (1994) as well as donor specific Environmental and Social Safeguard Frameworks (ESMF) as may be required by specific projects to address ESS issues arising from projects being implemented by the Ministry.

This framework will be applied to all projects/programmes funded by Government of Uganda, Development Partners including Climate Financing such as Adaptation and Green Climate Fund, for which the MWE has overall responsibility for monitoring their implementation. The Ministry at the same time will ensure transparency and accessibility of information, in addition to facilitating the resolutions of disputes with respect to environmental and social risks.

This ESS Policy Framework was prepared in a participatory manner involving all stakeholders, leading to ownership and readiness to implement it for sustainable social benefits.

I therefore, on behalf of the Ministry of Water and Environment and all executing entities wish to express our commitment and readiness to implement the ESS Policy requirements.



Alfred Okot Okidi
Permanent Secretary

Executive Summary

Currently, the Environmental and Social issues are being addressed basing on the National Environment Management Policy and other guiding documents including the Environment Impact Assessment (EIA) guidelines and other Tools developed by National Environment Management Authority (NEMA) while some projects have been using the World Bank Environment and Social Safeguards Policies and other donor -specific ES policies. These are normally actualized through development of Environment and Social Management Frameworks (ESMF) for specific projects and programmes. Other key existing laws and policies relating to the safety of environment and people are prescribed in the Uganda Constitution (1995), the National Environment Management Policy (1994), the Resettlement Policy, the Environment Management Act (1994), National Climate Change Policy (2015), National Gender Policy (2007), Equal opportunities Policy (2008), National Land Policy (2013), Water Policy (1997) among others.

In order to harmonize the current trend, MWE has developed an ESS framework based on 15 ESS principles. The Environmental and Social-Safeguards Framework (ESSF), document is intended to provide the general framework within which Government and Donor funded projects in the Ministry are to be implemented / executed, as far as consideration of Environmental and Social Safeguards are concerned. At this stage, all MWE's projects and other executing entities will be required to follow this framework to ensure that ESS aspects are adequately addressed. Where the need arises, project specific ESMF will be developed to ensure maximum benefits to the intended communities without compromising the 15 ESS principles.

The ESS is aimed to ensure that in implementing development programs, positive outcomes are maximized and negative outcomes are minimized. This framework will therefore ensure integration of environmental and social concerns in all stages of project development and all levels including national, district and local levels, with full participation of the people as means of minimizing environmental and social impacts. It will further ensure identification of key environmental and social issues/aspects that will affect or will be affected by the projects/programmes and ensuring that risks are screened against the 15 principles as well as specification of appropriate roles and responsibilities, and outlining the necessary reporting procedures, for managing and monitoring environmental and social concerns including compliance; grievance mechanism, and establishment of institutional capacity building requirements to successfully implement the ESS as well as monitoring to ensure compliance.

There are 15 principles which apply to MWE's ESS Policy which determine the scope of risk and impact assessments. Some principles always apply to all projects (*), some may or may not be relevant for a specific project/programme. The ESS principles are;

1. Compliance with the Law*-
2. Access and Equity
3. Marginalized and Vulnerable Groups-
4. Human Rights*
5. Gender Equality and Women's Empowerment
6. Core Labour Rights*
7. Indigenous Peoples
8. Involuntary Resettlement-
9. Protection of Natural Habitats

10. Conservation of Biological Diversity
11. Climate Change -
12. Pollution Prevention and Resource Efficiency-
13. Public Health
14. Physical and Cultural Heritage-
15. Lands and Soil Conservation-

At project formulation stage, each development project must highlight key environmental and social impacts both negative and positive impacts. For positive impacts enhancement measures are suggested whereas for negative impacts mitigation measures must be suggested to minimize these negative impacts on the environment and the communities in which the project is to be implemented.

The Ministry will screen all proposed projects and programmes to determine their potential to cause environmental or social harm, undertake Environmental and Social Assessments for all projects and programmes that have the potential to cause environmental or social harm and develop Environmental and Social Management Plans that identifies measures necessary to avoid, minimize, or mitigate the potential environmental and social risks and lastly monitor, evaluate and report to ensure that all environmental and social risks identified during project and programme assessment and design are adequately addressed during and after implementation. The framework also looks at Public Disclosure and Consultations as well as the grievance handling mechanisms.

Acronyms

AF	Adaptation Fund
CCD	Climate Change Department
ESMF	Environmental and Social Management Framework
ESS	Environmental and Social Safeguard
EIA	Environment Impact Assessment
GHG	Greenhouse Gas Emissions
MAAIF	Ministry of Agriculture, Animal Industry and Fisheries
MWE	Ministry of Water and Environment
MEMD	Ministry of Energy and Mineral Development,
MPED	Ministry of Finance, Planning and Economic Development
NWSC	National Water and Sewerage Corporation
NDP-II	National Development Plan II
NEMA	National Environment Management Authority
NFA	National Forestry Authority
TPM	Top Policy Management
UNMA	Uganda National Meteorological Authority

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1.0 Introduction

The Ministry of Water and Environment (MWE) is a lead institution for the Water and Environment Sector. It is responsible for the overall coordination, policy formulation, setting standards, inspection, monitoring, and technical back-up and initiating legislation. It also monitors and evaluates sector development programmes to keep track of their performance as well as efficiency and effectiveness in service delivery.

The Water and Environment Sector encompasses managing water as a resource, establishing water infrastructure for development, harnessing weather and climate and promoting ecosystems and biodiversity resiliencies. **The Vision** is *"Sound management and sustainable utilisation of Water and Environment resources for the betterment of the population of Uganda."*

Its **Mission** is *"To promote and ensure the rational and sustainable utilisation, development and effective management of water and environment resources for socio-economic development of the country"*. The **Mandate** of the Ministry is derived from the Constitution of the Republic of Uganda (1995) and the Local Governments Act, CAP 243 and includes initiating *legislation, policy formulation, setting standards, inspections, monitoring, and coordination and providing back up technical support to water and environment sub sectors.*

1.1 Institutional Framework

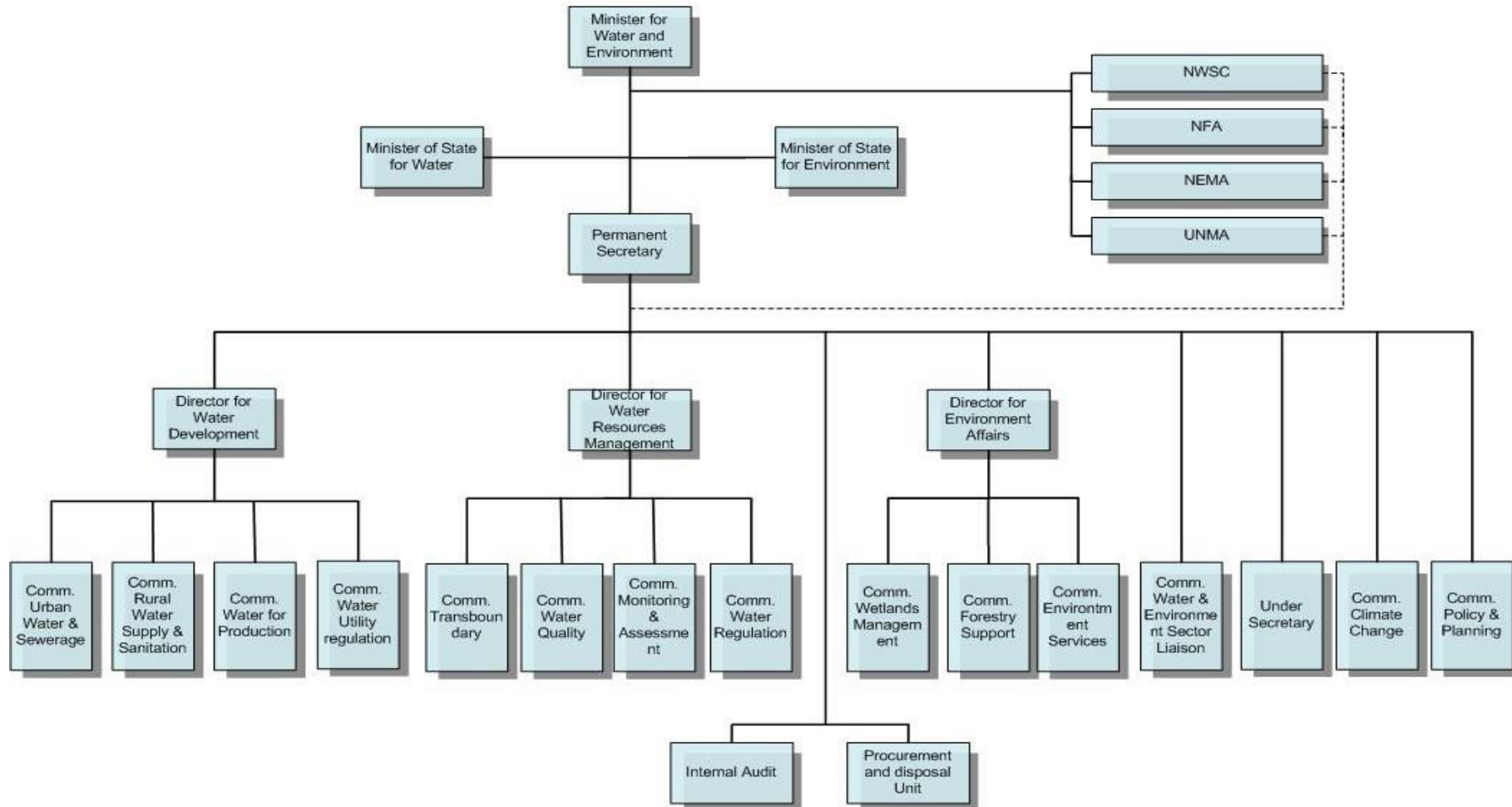
The Ministry is comprised of three of Water Resources Management (DWRM), Directorate of Water Development (DWD) and the Directorate of Environmental Affairs (DEA). In addition, the Ministry is supported by stand-alone departments in support to the technical departments namely the Finance and Administration, Water and Environment Sector Liaison, Policy and Planning and the Climate Change Department.

The ministry has affiliate semi-autonomous Institutions including the National Water and Sewerage Corporation which is a public and state owned utility currently providing water supply and sewerage services in large urban towns, the National Forestry Authority which is mandated to manage Central Forest Reserves and supply high quality forestry related products and services, the National Environment Management Authority responsible for ensuring sound environmental management practices for sustainable development as well as the Uganda National Meteorological Authority (UNMA) responsible for monitoring weather and climate, maintaining a climate database and providing regular advisories on the state of the weather and climate to government and any other clients including Agriculture sector, transport, disaster preparedness and the public. **(Figure 1)**. Other key stakeholders include the Local Government, Donors, Civil Society Organisations, Private Sector and Local Governments are key implementers in the delivery of services in the sector.

The sector is guided by the Top Policy Management (TPM) headed by the Senior Minister and assisted by two Ministers of State for Water and Environment respectively. In addition is the Water and Environment Sector Working Group (WESWG) that is chaired by the Permanent Secretary, assisted by two co-chairs persons representing Water and Sanitation donor group and Environment and Natural Resources donor group. The WESWG is responsible for the overall sector coordination, resource mobilization and allocation as well as reviewing of progress. The Water and Sanitation Sub-Sector Working Group (WSSWG) and the Environment and Natural Resources Subsector Working Group (ENR-SWG) are responsible for the sector planning and priority setting, implementation, monitoring, supervision and management of their respective subsectors in support to the WESWG.

Figure 1: Macro Structure of Ministry Water and Environment

MACRO STRUCTURE OF THE MINISTRY OF WATER & ENVIRONMENT 2014



1.2 Strategic Objectives

In order to achieve its vision, the sector is guided by the following strategic objectives in the implementation of its policies and programs;

- i. To provide safe water within easy reach and hygienic sanitation facilities based on management responsibility and ownership by users to 79 percent of the population in rural areas and 100 percent in urban population by the year 2020, with 95 percent effective use and functionality of the facilities.
- ii. To provide viable urban Water Supply and Sewerage/Sanitation systems for domestic, industrial and commercial uses.
- iii. To develop water supply for production/multipurpose use for socio-economic development, modernize agriculture and mitigate the effects of climate change.
- iv. To manage the water resources of Uganda in a wise, integrated, sustainable and coordinated manner so as to secure water of adequate quantity and quality to meet all social and economic needs of present and future generations.
- v. To promote a sustainable productive Natural Resource Base (NRB) and healthy environment for improved livelihoods, poverty eradication and economic growth.
- vi. To develop capacity and promote sustainable harnessing and use of climate and weather resources for socio-economic development of Uganda.'
- vii. To coordinate and ensure compliance with Government policy, legislation, standards and regulations in the Ministry of Water and Environment and the affiliated agencies/institutions implementing or supporting programs related to Water and Environment.

2.0 Justification for Environmental and Social Safeguards Framework

The Ministry of Water and Environment has been implementing a number of projects and programs which inevitably affect the environment and vulnerable groups. Environmental and social issues have been addressed basing on the National Environment Management policy and other guiding documents including the Environment Impact Assessment (EIA) guidelines and other Tools developed by National Environment Management Authority (NEMA) while some projects have been using the World Bank Environment and Social Safeguards Policies and other donor ES policies. These are normally actualized through development of Environment and Social Management Frameworks (ESMF) for specific projects and programmes.

This Environmental and Social Safeguards Framework has been formulated to facilitate the MWE to effectively address the environmental and social issues for projects and programmes funded by the Adaptation Fund upon its accreditation in a harmonized and coherent manner in order to minimize negative Environmental and social impacts on the Environment and beneficiary communities during and after projects/programmes implementation.

2.1 Objectives of Environment and Social Safeguards Framework

This Environment and Social Safeguards Framework is to be used by the Ministry to ensure that all environmental and social safeguards are adequately addressed as required by the Adaptation Fund. The goal is to avoid unnecessary environment and social harm as a result of implementation of Adaptation Fund projects by the ministry which is a key requirement of the fund.

This Environment and Social Safeguards framework aims specifically at the following:

- i. To ensure integration of environmental and social concerns in all stages of project development and all levels including national, district and local levels, with full participation of the people as means of minimising environmental and social impacts
- ii. To identify key environmental and social issues/aspects that will affect or will be affected by the projects/programmes and ensuring that risks are screened against Adaptation Fund 15 principles;
- iii. To specify appropriate roles and responsibilities, and outlining the necessary reporting procedures, for managing and monitoring environmental and social concerns including compliance; and
- iv. To establish institutional capacity building requirements to successfully implement the ESS, with particular focus on monitoring framework for its implementation and compliance;

The following flow chart describes the process of ensuring that the ESS process is adhered to:

Fig 1: Demonstration of the adherence to the ESS process



3.0 Policy and Legal Framework

This Environment and Social Safeguards Framework is aligned to the principles relating to the safety of environment, and the people as enshrined in various laws and policies including among others;

3.1 The Constitution of the Republic of Uganda (1995)

The overarching policy document for ESS in Uganda is the Constitution of the Republic of Uganda, 1995 states that:

- i. The State shall ensure gender balance and fair representation of marginalized groups on all constitutional and other bodies (Constitution of the Republic of Uganda, 1995, Chapter V).
- ii. The State shall take all necessary steps to involve the people in the formulation and implementation of development plans and programs which affect them (Constitution of the Republic of Uganda, 1995, Chapter X).
- iii. The State shall protect important natural resources, including land, water, wetlands, minerals, oil, fauna and flora on behalf of the people of Uganda (Constitution of the Republic of Uganda, 1995, Chapter XII).

3.2 The National Environmental Management Policy (1994)

The National Environment Management Policy is a multi-sector crosscutting policy that is found in nearly every other policy. The National Environment Policy overall goal is 'to encourage sustainable development by wise use of natural resources while enhancing environmental quality without compromising the ability of future generations to meet their own needs'. The policy has six policy objectives, 18 guiding principles, 14 cross-sector policies and 4 (four) sector policies. The key objectives of the Policy are to:

- i. Enhance health and quality of life through sustainable development, sound environmental management and wise use of natural resources;
- ii. Encourage participatory integration of environmental concerns in all development policies, planning, and activities at national, district and local levels;
- iii. Conserve, preserve and restore ecosystems and maintain ecological processes and life support systems, especially conservation of national biological diversity;
- iv. Optimize resource use and achieve a sustainable level of resource consumption;
- v. Raise public awareness, sensitization and advocacy for a linkage between environment and development;
- vi. Ensure individual and community participation in environmental improvement activities.

The key underlying principles that support the policy include: - every person has a constitutional right to a clean environment; sustainable natural resource use; security of land tenure; the use of environmentally friendly technologies; enforcement of environmentally friendly laws, involvement of gender and vulnerable groups, integration of environmental concerns in all sectors, involvement of the communities in decision making and meeting international and regional obligations.

3.3 National Development Plan II (NDPII 2015-2020)

The Policy is also consistent with the National Development Plan (NDP-II) for the period of 2015-2020 which highlights for the following: i) protecting, restoring, and maintaining the integrity of degraded fragile ecosystems; ii) increasing sustainable use of environment and natural resources; iii) increasing national forest cover and economic productivity of forests; iv) increasing the national wetland coverage; v) increasing the functionality and usage of meteorological information systems; and vi) increasing the country's resilience to the impacts of climate change. Furthermore, the NDPII also advocates for decent employment and labour productivity, provides social protection services, promotion of youth employment and participation, promote equality and women empowerment, and strengthening institutional capacity and redressing the imbalance and promoting equal opportunities for all.

3.4 The Local Governments Act, 1997

The Local Governments Act, 1997 implements the government's decentralization policy. The Local Government Act devolves some functions from the Central Government to district. The most relevant sections of the Local Government Act are summarised below.

Section 31 (1) (b) of the Local Government Act provides that a local government shall within its area of jurisdiction 'provide services as it deems fit' except 'the functions, powers and services' reserved to the Central Government under Part I of the Second Schedule to the Local Government Act. Item 7 of Part II of the Second Schedule provides that the function of water resources management is reserved to the Central Government. Under the same Act, the general water resource management policy is a function reserved to the Central Government under the Local Government Act. Part II of the Second Schedule to the Local Government Act shows that supply of water is a decentralised function.

3.5 Legislative Framework for Environmental Assessment Category and its Processes within the Water and Environment sector.

The National Environmental Act, 1995 is the principal law governing environmental management and conservation in Uganda. A number of supporting regulations are also applicable to water resources management and include:

- a. The Water Act, Cap 152, 1997;
- b. The Land Act Cap 227, 1998;
- c. The Water Resources Regulations, 1998;
- d. The Water (Waste Discharge) Regulations, 1998;
- e. The Environmental Impact Assessment Regulations, 1998;
- f. The National Environment (Waste Management) Regulations, 1999;
- g. The National Environment (Standards for Discharge of Effluent into water or on land) Regulations, 1999;
- h. The National Environment (Wetlands, River banks and Lake Shores Management) Regulations, 2000.
- i. Draft Standards for Air Quality Management, 2007;
- j. The National Environment (Noise Standards and Control) Regulations, 2003;
- k. National Environment Instrument (delegation of waste discharge functions) 1999;
- l. National Environment Notice (designation of Environmental Inspectors), 2000;
- m. National Policy for the Conservation and Management of Wetland Resources, 1995; and
- n. The National Environmental Management Policy, 1994;
- o. National Climate Change Policy (2015)

Other relevant Laws and Policies include;

Other laws and policies that are relevant to the implementation of this Environment and social framework include: The National Environment Act (1994), the National Irrigation Policy (2018), National Gender Policy (2007), Petroleum Supply Act (2003), Equal Opportunities Policy (2008), National Land Policy (2013), National Land Use Policy (2010) Employment Act (2006), Occupational Safety and Health Act (2006); among others.

4.0 Environment and Social Safeguard (ESS) Principles

4.1 Statement of Commitment

This Environmental and Social Safeguards Framework of the Ministry of Water and Environment of Uganda highlights the importance of managing environmental and social performance for all Ministry supported or implemented projects and programmes. The Ministry of Water and Environment is committed to avoiding, minimizing, or mitigating adverse environmental and social impacts associated with its projects. All proposed MWE projects and programmes will be subject to review and screening during preparation, and they will be fully assessed, designed, implemented, monitored and reviewed accordingly to ensure that all environmental and social issues are adequately addressed. This requirement will be applied to all Government and Donor funded projects for which the Ministry has overall responsibility for management and results. The Ministry is also committed to ensuring transparency and accessibility of information, in addition to facilitating the resolution of disputes, with respect to environmental and social risks.

4.2 Environment and Social Safeguard Principles

This Environmental and social safeguards Framework is crucial for ensuring that the projects and programmes being supported or implemented by the Ministry do not unnecessarily harm the environment, public health or vulnerable communities. The Ministry shall ensure that all projects and programmes it designs and implements directly or through other organizations, agencies and lower local governments conform to the following environmental and social principles, although it is recognized that depending on the nature and scale of a project or programme all of the principles may not be relevant to every project or programme.

4.2.1 Compliance with the Law*

The Ministry of water and Environment as an implementing entity (IE) will provide, when relevant, a description of the legal and regulatory framework for any project activity that may require prior permission such as environmental permits, water abstraction /extraction permits especially during the construction of water Irrigation Schemes and water for production facilities.

4.2.2 Labour Laws and Working Conditions

Ensure that its projects and programmes comply with National labour laws and with the objectives of the International Labor Organization (ILO) Standards. This includes fully complying with relevant National legislation including: Employment Act (2006), Equal Opportunities Commission Act (2007), Occupational Safety and Health Act (2006) among others. This is triggered since the construction works will require the recruitment of a labour force to dig the trenches, lay pipes and undertake the required construction and rehabilitation works. As with all works related to water projects, these might expose employees to occupational safety risk and infections. This occupational safety risk will be mitigated through the selection and effective use of mechanical equipment and personal protective equipment. Work procedures, training, and awareness creation/sensitisation will be implemented.

4.2.3 Access and Equity

Projects and programmes implemented or supported by the Ministry shall provide fair and equitable access to benefits in a manner that is inclusive and does not impede access to basic health services, clean water and sanitation, energy, education, housing, safe and decent working conditions, and land rights. These Projects or programmes should not exacerbate existing inequities, particularly with respect to marginalized or vulnerable groups.

4.2.4 Marginalized and Vulnerable Groups

All projects and programmes implemented or supported by the Ministry shall avoid imposing any disproportionate adverse impacts on marginalized and vulnerable groups including children, women and girls, the elderly, indigenous people, tribal groups, internally displaced people, refugees, people living with disabilities, and people living with HIV/AIDS. During project or programme assessment the Ministry shall assess and consider particular impacts on marginalized and vulnerable groups. This includes fully complying with relevant national legislation including the HIV/ AIDS Policy 2011, and the National Policy Framework on Social Protection (November 2015) aimed at reducing social vulnerabilities.

4.2.5 Human Rights

The projects and programmes will be designed and implemented in a manner that will promote, protect and fulfil universal respect for, and observance of, human rights for all as recognized by the United Nations. The Ministry will undertake robust environmental and social due diligence so that its projects and programmes do not cause, promote, contribute to, perpetuate, or exacerbate adverse human rights impacts.

4.2.6 Gender Equality and Women's Empowerment

Projects and programmes implemented or supported by the Ministry shall be designed and implemented in such a way that both women and men (a) have equal opportunities to participate as per the Fund Gender Policy (refer to Adaptation Fund Gender Policy: Annex 4 for details); (b) receive comparable social and economic benefits; and (c) do not suffer disproportionate adverse effects during the development process. This includes fully complying with relevant national legislation including National Gender Policy, 1997; Equal Opportunities Commission Act; and Gender Seal that was launched in 2017 to recognize entities that adhere to gender equality standards. Like other Ministries, the Ministry of Water and Environment shall ensure that planning, budgeting and resource allocation adheres to requirements of Gender Compliance by the Ministry of Finance, Planning and Economic Development.

4.2.7 Indigenous Peoples

Projects and programmes undertaken by the ministry shall avoid adverse impacts on indigenous peoples, and when avoidance is not possible, will minimize, mitigate and/or compensate appropriately and equitably for such impacts, in a consistent way and improve outcomes over time; promote benefits and opportunities; and respect and preserve indigenous culture, including the indigenous peoples' rights to lands, territories, resources, knowledge systems, and traditional livelihoods and practices.

All Ministry projects and programmes shall support the full and effective participation of indigenous peoples and the design and implementation of activities will be guided by the

rights and responsibilities set forth in the United Nations Declaration on the Rights of Indigenous Peoples including, of particular importance, the right to free, prior and informed consent, which will be implemented by the Ministry all in applicable circumstances. It will ensure that all projects and programmes it implements or support are consistent with the rights and responsibilities set forth in the UN-Declaration on the Rights of Indigenous Peoples and other applicable international and National instruments relating to indigenous peoples. Uganda Resettlement I Land Acquisition Policy Framework, 2002.

4.2.8 Involuntary Resettlement

The ministry undertakes to avoid involuntary resettlement to the extent feasible, or to minimize and mitigate its adverse social and economic impacts. Projects and programmes shall be designed and implemented in a way that avoids or minimizes the need for involuntary resettlement. When limited involuntary resettlement is unavoidable, due process shall be observed so that displaced persons shall be informed of their rights, consulted on their options, and offered technically, economically, and socially feasible resettlement alternatives or fair and adequate compensation. It shall promote participation of displaced people in resettlement planning and implementation, and its key economic objective is to assist displaced persons in their efforts to improve or at least restore their incomes and standards of living after displacement. The Ministry shall promote fair and timely compensation and other resettlement measures to achieve its objectives and requires that all projects prepare adequate resettlement planning instruments prior to appraisal of proposed projects.

4.2.9 Protection of Natural Habitats and Conservation of Biological Diversity

The Ministry shall not design, implement or support projects and programmes that involve unjustified conversion or degradation of critical natural habitats, including those that are (a) legally protected; (b) officially proposed for protection; (c) recognized by authoritative sources for their high conservation value, including as critical habitat; or (d) recognized as protected by traditional or indigenous local communities. Also all projects and programmes shall be designed and implemented in a way that avoids any significant or unjustified reduction or loss of biological diversity or the introduction of known invasive species. The activities designed and implemented in a manner that will protect and conserve biodiversity and critical habitats, maintain the benefits of ecosystem services, and promote the sustainable use and management of living natural resources. This includes fully complying with relevant national legislation including: Water Policy (1997), Environment Management Act (1994), National Climate Change Policy (2015), and National Forestry and Tree Planting Act 2003 among others.

4.2.10 Climate Change

During preparation of projects and programmes implemented or supported by the Adaptation Fund, Green Climate Fund and other Donors, the Ministry shall ensure that projects do not result in any significant or unjustified increase in greenhouse gas emissions or other drivers of climate change. This includes fully complying with relevant national legislation including, National Climate Change Policy (2015), and National Forestry and Tree Planting Act 2003 among other. For each sub-project, an assessment of the climate change impacts shall be evaluated using the INDC guidelines. This will help identify an appropriate adaptation action including relevant activities for each sub-project as well as capacity building needs for the Executing Agency.

4.2.11 Pollution Prevention and Resource Efficiency

This is triggered by the nature of the activities that are covered under both the construction and operation phases. There is handling of oil, management of faecal sludge that could pose. Use of equipment could also result in release of Greenhouse gases. The Ministry shall ensure that its projects and programmes are designed and implemented in a way that meets applicable international standards for maximizing energy efficiency and minimizing material resource use, the production of wastes, and the release of pollutants. It shall ensure that its projects and programmes promote more sustainable use of resources, including energy and water, reduce project or programme -related greenhouse gas (GHG) emissions, and avoid or minimize adverse impacts on human health and on the environment. This includes fully complying with relevant national legislation including: National Environment Act (1994), Petroleum Supply Act (2003). National Environment (Waste Management) Regulations, 1999. Water (Waste Discharge) Regulations, 1998 as well as the National Environment (Standards for Discharge of Effluent into Water or on Land) Regulations, 1999 among others.

4.2.12 Public Health

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that avoids potentially significant negative impacts on public health. This includes fully complying with relevant National legislation including: Occupational Safety and Health Act (2006) and the Public Health Act 2000.

4.2.13 Physical and Cultural Heritage

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that avoids the alteration, damage, or removal of any physical cultural resources, cultural sites, and sites with unique natural values recognized as such at the community, national or international level. Projects/programmes should also not permanently interfere with existing access and use of such physical and cultural resources. It will ensure that its projects and programmes protect cultural heritage, support their preservation, and promote equitable sharing of benefits from their use. This includes fully complying with relevant national legislation including: Institution of Traditional or Cultural Leaders Act (2011), Uganda Tourism Act (2008) and the Historical Monuments Act (1968).

4.2.14 Lands and Soil Conservations

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that promotes soil conservation and avoids degradation or conversion of productive lands or land that provides valuable ecosystem services.

5.0 Organizational and Implementation Approach

The Ministry of Water and Environment shall take the responsibility of ensuring that environment and social issues are mainstreamed in all its projects. The permanent Secretary of MWE with the support of the various Directors and Heads of Departments has the overall duty of ensuring that ESS are mainstreamed in all its projects/programmes implemented by the MWE and other executing agencies. Further, the ministry in collaboration with the NEMA shall ensure that proper EIAs are conducted and ESIA certificates issued. The NEMA will also conduct regular monitoring, reviewing in ensuring compliance with the ESS/IESMF for all projects.

The MWE has a fully-fledged Department of Environmental Support Services (DESS) with a Senior Environment Officer (Policy, Planning and Research) designated to coordinate compliance to E&S policy formulation and implementation. In addition, MWE has a Water and Environment Sector Liaison Department (WESLD) mandated to coordinate issues of cross cutting nature including social community engagement, gender mainstreaming, HIV/AIDS mainstreaming, pro-poor initiatives among others. The aforementioned functions are coordinated by a Principal sociologist, who works closely with other Senior Sociologists and Sociologists deployed across all departments and projects. Under the ESS Policy Framework, the Departments of Environment Support Services (DESS) and Water and Environment Sector Liaison (WESLD) shall be the Coordinating Unit and shall ensure that projects and programmes in all the three Directorates namely; Directorate of Water Resources Management (DWRM), Directorate of Water Development (DWD), Directorate of Environment Affairs (DEA) and other Executing Entities adequately integrate and address Environment and social issues in their scope. It is envisaged that projects and programmes will develop specific Environmental and Social Management Frameworks (ESMFs) being guided by this policy, that will guide the implementation and monitoring of project specific mitigation measures. Specifically,

- > Under WESLD, the key technical personnel responsible for implementation of the Social component of the ESSPF is the Principal Sociologist mandated to coordinate issues of cross cutting nature including social community engagement, gender mainstreaming, HIV/AIDS mainstreaming, pro-poor initiatives.
- > Under DESS, the key technical personnel responsible for implementation of the Environment component of the ESSPF are the Assistant Commissioner and 3 Senior Environment Officers.

All Project Coordinators have a shared responsibility for implementation of ESS policies through Social and Environment Officers. Hence, according to the ESS Policy Framework each Directorate will be assigned Focal Point Officers (FPOs) responsible for all projects within the Directorate and shall make regular reports concerning the implementation of the Environmental Social Safeguards at each project to the above mentioned Coordination Unit.

6.0 Integration Environment and social issues into projects and programmes

Integration and implementation of environment and social issues into projects and programmes shall be guided by the following procedure steps.

6.1 Screening of Environmental and Social Risks

The Ministry shall ensure that all proposed projects and programmes are screened to determine their potential to cause environmental or social harm. The purpose of screening is to identify potential environmental and social impacts and risks, taking into consideration the AF 15 Principles of the Environment and Social Safeguards Policy above. The screening process shall consider all potential direct, indirect, trans-boundary, and cumulative impacts in the project's or programme's area of influence that could result from the proposed project or programme.

All proposed projects and programmes shall be categorized according to the scale, nature and severity of their potential environmental and social impacts. Projects or programmes likely to have significant adverse environmental or social impacts that are for example diverse, widespread, or irreversible shall be categorized as Category **A** projects/programmes. Those with potential adverse impacts that are less adverse than Category **4** projects and programmes, because for example they are fewer in number, smaller in scale, less widespread, reversible or easily mitigated shall be categorized as Category **B** whereas those projects and programmes with no adverse environmental or not have potential significant social impacts should be categorized as Category **C** or **D** respectively as described in table 6.1.

The screening shall help in determining the extent to which the project or programme requires further environmental and social assessment, mitigation, and management. The results of the environmental screening shall be included in the project or programme proposals submitted by the Ministry to the Adaptation Fund.

Table 6.1: Requirements for Screening/ Categorization of Projects

Category	Description
Category A: ESSF	An EIA is normally required because the project may have diverse significant impacts. Projects in this category could include: water projects requiring water to a level more than 400m ³ in any period of twenty-four hours, or projects requiring using motorized pumps; storage dams, barrages, weirs, valley tanks and dams; river diversions and inter-basin water transfer among others.
Category B: ESSF	A limited environmental analysis is appropriate, as the project impacts can be easily identified and for which mitigation measures can be easily prescribed and included in the design and implementation of the project. Projects in this category could include: rural water supply, large earth reservoirs, but not located in very sensitive areas, big gravity flow schemes, all category one projects located in sensitive areas etc.
Category C: ESSF	Environmental analysis is normally unnecessary, as the project is unlikely to have significant environmental impacts. A project brief is enough. This could include project location in less sensitive areas or where many such schemes are in the same locality and their synergetic effects have potential impacts.
Category D: ESSF	Small projects which do not have potential significant impacts and for which separate EIAs are not required, as the environment is the major focus of project preparation. These could include borehole drilling, hand augured shallow wells, protected springs and earth reservoir construction.

6.2 Environmental and Social Assessment

The Ministry shall ensure that for all projects/programmes that have the potential to cause environmental or social harm (i.e. all Category A and B projects or programmes), the implementing entity shall prepare an environmental and social assessment that identifies any environmental or social risks, including any potential risks associated with the Fund's environmental and social principles outlined above.

The assessment shall (i) consider all potential direct, indirect, trans boundary, and cumulative impacts and risks that could result from the proposed project or programme; (ii) assess alternatives to the project/programme; and (iii) assess possible measures to avoid, minimize, or mitigate environmental and social risks of the proposed project or programme. As a

general rule, the environmental and social assessment shall be completed before the project/programme proposal submission to the Adaptation Fund, Green Climate Fund and any other funding agency. In some Category A&B projects/programmes where the proposed activities requiring such assessment represent a minor part of the project, and when inclusion in the proposal is not feasible, a timeline for completing the environmental and social assessment before actual implementation begins shall be incorporated in the agreement between the Board and the Ministry following the project or programme approval, and reported through the annual project/programme performance report. A copy of the environmental and social assessment shall be provided to the funding entity as soon as the assessment is completed.

Environmental and Social Management Plan. The Ministry shall develop environment and social management plans for projects basing on the findings of the environmental and social assessments that identify those measures and actions, assessment shall be accompanied by an environmental and social management plan that identifies those measures necessary to avoid, minimize, or mitigate the potential environmental and social risks. The Ministry commits to develop and implement these plans for all projects and programmes under its docket and this will be reflected in routine reporting and monitoring Reports.

7.0 Monitoring, Reporting, and Evaluation

The Ministry's and project specific Monitoring and Evaluation systems shall address all environmental and social risks identified during project or programme assessment, design, and implementation. Project or programme performance reports shall include a section on the status of implementation of any environmental and social management plans, including those measures required to avoid, minimize, or mitigate environmental and social risks. The reports shall also include, if necessary, a description of any corrective actions that are deemed necessary. The mid-term and terminal evaluation reports shall also include an evaluation of the project or programme performance with respect to environmental and social risks.

8.0 Public Disclosure and Consultation

The Ministry shall identify stakeholders and involve them as early as possible in planning any project or programmes supported by the various funding agencies including AF and GCF. The results of the environmental and social screening and a draft environmental and social assessment, including any proposed management plans, shall be made available for public consultations that are timely, effective, inclusive, and held free of coercion and in an appropriate way for communities that are directly affected by the proposed project or programme. Ministry shall publicly disclose the final environmental and social assessment through the Ministry's website and hold stakeholders' meetings targeting all project-affected people and other stakeholders to disseminate the findings where feasible. Project or programme performance reports including the status on implementation of environmental and social measures shall be publicly disclosed. Any significant proposed changes in the project or programme during implementation shall be made available for effective and timely public consultation with directly affected communities.

9.0 Grievance Mechanism

The Ministry shall establish Grievance handling mechanisms for all projects and programmes active at all levels. The communities to be affected or likely to be affected by projects or programmes shall be informed of the existence grievance and redress mechanism at the

earliest opportunity of the stakeholder engagement process and in an understandable format and in all relevant languages. The details for sending complaints containing the contact information and the appropriate modes by which these will be received shall be provided by the Ministry and disseminated with other involved institutions.

The grievance and redress mechanism shall receive and facilitate the resolution of concerns and grievances about the environmental and social performance of projects and programmes and will seek to resolve complaints in a manner that is satisfactory to the complainants and other relevant parties that will be identified, depending on the nature of the complaint. The Redress Mechanism will address the grievances and complaints filed by people and communities who may be or have been affected by the adverse impacts in connection to the potential failures projects or programmes

The mechanism shall facilitate the resolution of grievances promptly through an accessible, fair, transparent and constructive process. It will also be culturally appropriate and readily accessible, at no cost to the public, and without retribution to the individuals, groups, or communities that raised the issue or concern. The mechanism will not impede the access to judicial or other administrative remedies that may be available through the country systems. The existing system of using the Ministry website and hotline will be explored. The Ministry will respond promptly to all such complaints in reference to the procedures provided in the Ministry's Clients Charter.

Annex A: Glossary

1. **Adaptation** -Adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.
2. **Afforestation**- The direct, human-induced conversion of land that has been unfrosted for at least 50 years to forested land through planting, seeding and/or human induced promotion of natural seed sources; This is distinct from reforestation, which is defined as the conversion of land that has been unfrosted since at least 31 December 1989 to forested land.
3. **Climate change** -Any significant change in measures of climate, such as temperature, precipitation or wind, lasting for an extended period (decades or longer); This report refers to climate change induced by human activities that change the atmosphere's composition (e.g., burning fossil fuels) or the land's surface (e.g., deforestation, reforestation, urbanization, desertification, etc.).
4. **Cumulative impacts** - result from the incremental impact, on areas or resources used or directly affected by the project, from other existing, planned or reasonably defined developments at the time the risks and impacts are identified.
5. **Disadvantaged or vulnerable** - refers to those who may be more likely to be adversely affected by the project impacts and/or more limited than others in their ability to take advantage of a project's benefits. Such an individual/group is also more likely to be excluded from/unable to participate fully in the mainstream consultation process and as such may require specific measures and/or assistance to do so.
6. **Due diligence** in the context of environmental and social management system, means the process of investigating potential investments to confirm all facts, such as reviewing environmental and social safeguards, audits, assessments, and compliance before consideration of funding or entering into an agreement with another.
7. **Environmental and social assessment** means the assessment of environmental and social risks, impacts and opportunities undertaken by the accredited entities in a manner that follows good international industry practices, identifies best alternatives and allows for an integrated and balanced view of the environmental and social risks and impacts. This type of assessments may include specific impacts assessment, audits, and due diligence studies, among others.
8. **Environmental and social impact assessment (ESIA)** - refers to a process or tool based on an integrated assessment where the scale and type of potential biophysical and social impacts of projects, programs and/or policy initiatives, are predicted, acknowledged and evaluated. It also involves evaluating alternatives and designing appropriate mitigation, management and monitoring measures to manage the predicted potential impacts.
9. **Environmental and social management frameworks (ESMF)**- describes the roles and responsibilities and the processes to manage environmental and social risks and impacts including screening, preparation, implementation and monitoring of subprojects.
10. **Environmental and social impacts** - refer to any change, potential or actual, to (i) the physical, natural, or cultural environment, and (ii) impacts on surrounding community and workers, resulting from the activities to be supported.
11. **Environmental and social risk**- is a combination of the probability of certain hazard occurrences and the severity of impacts resulting from such an occurrence.
12. **Environmental and social management system (ESMS)**- refers to a set of management processes and procedures that allow an organization to identify, analyse, control and reduce the environmental and social impacts of its activities in a consistent way and to improve

performance in this regard over time. For the purposes of this document, "ESMS" refers to the environmental and social management system of MWE. When used in the long form, "environmental and social management system", it refers to the entities' management system.

13. **Environmental and social management plan (ESMP)** - refers to a document that contains a list and description of measures that have been identified for avoiding adverse environmental and social impacts, or minimising them to acceptable levels, or to mitigate and compensate them and usually the main output of the ESIA process.
14. **Environmental and social safeguards (ESS)** - refers to a set of standards that specifies the desired outcomes and the specific requirements to achieve these outcomes through means that are appropriate to the nature and scale of the activity and commensurate with the level of environmental and social risks and/or impacts.
 11. **Involuntary resettlement** - means physical displacement (relocation, loss of residential land or loss of shelter), economic displacement (loss of land, assets or access to assets, including those that lead to loss of income sources or other means of livelihood), or both, caused by project-related land acquisition or restrictions on land use. Resettlement is considered involuntary when affected persons or communities do not have the right to refuse land acquisition or restrictions on land use that result in displacement.
15. **Land acquisition**- refers to all methods of obtaining land for project purposes, which may include outright purchase, expropriation of property and acquisition of access rights, such as easements or rights of way.
16. **Mitigation**- The reduction and/or avoidance of emission of greenhouse gases into the atmosphere, through financing and implementing low-carbon technologies, programmes and projects.
17. **Mitigation hierarchy**- as described in the ESS standards that set prioritized steps for limiting adverse impacts through avoidance, minimization, restoration and compensation as well as opportunities for culturally appropriate and sustainable development benefits.
18. **Stakeholders**- refers to individuals or groups who: (a) are affected or likely to be affected by the activities; and (b) may have an interest in the activities (other interested parties). The stakeholders of an activity will vary depending on the details of the activity and may include local communities, national and local authorities, neighbouring projects, and non- governmental organizations.
19. **Greenhouse gas (GHG)** - Any gas that absorbs infrared radiation in the atmosphere, including (but not limited to) water vapour, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), hydro chlorofluorocarbons (HCFCs), ozone (O₃), perfluorocarbons (PFCs) and sulphur hexafluoride (SF₆).

Code of Conduct

1.0 Introduction

This serves to highlight on the general Code of Conduct for the implementation of Bitsya 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:

- viii. Compliance with applicable international and local social and environmental safeguards laws, rules, and regulations
- ix. 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
- x. Zero tolerance to the promotion and use of illegal substances by staff
- xi. 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)
- xii. Promote community participation in project implementation, including regular interactions with community members (for example to convey an attitude of respect and non-discrimination)
- xiii. 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)
- xiv. 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)
- xv. 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)
- xvi. with sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
- xvii. 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)
- xviii. reasonable work instructions (including regarding environmental and social

- norms)
- xix. and proper use of property (for example, to prohibit theft, carelessness or waste)
 - xx. 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.
 - xxi. Non retaliation against workers who report violations of the Code, if that report is made in good faith
 - xxii. The Safety Committee in place meets regularly to proactively address the occupational health and safety gaps/ challenges facing the project implementation activities,
 - xxiii. 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.
 - xxiv. 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.

Contractor's Representative and Key Personnel

(Environmental and Social Requirements)

No.	Position	Relevant academic qualifications	Experience in Similar Works (years)	Quantity
1	Environmental Officer	Degree in relevant environmental subject	5	1
2	Social Safeguard/Sexual Exploitation, Abuse and Harassment Officer	Degree in Social Studies	5	1
3	Health & Safety Officer	Working experience in Health and Safety	5	1
4	Sexual Exploitation, Abuse and Harassment Expert	Bachelor's Degree in any of Anthropology, Sociology, Social Work and Social Administration, Public Health or Development Studies	5	1

IV. Drawings

The Drawings are included in Volume **4 of 5** of the Bid Documents.

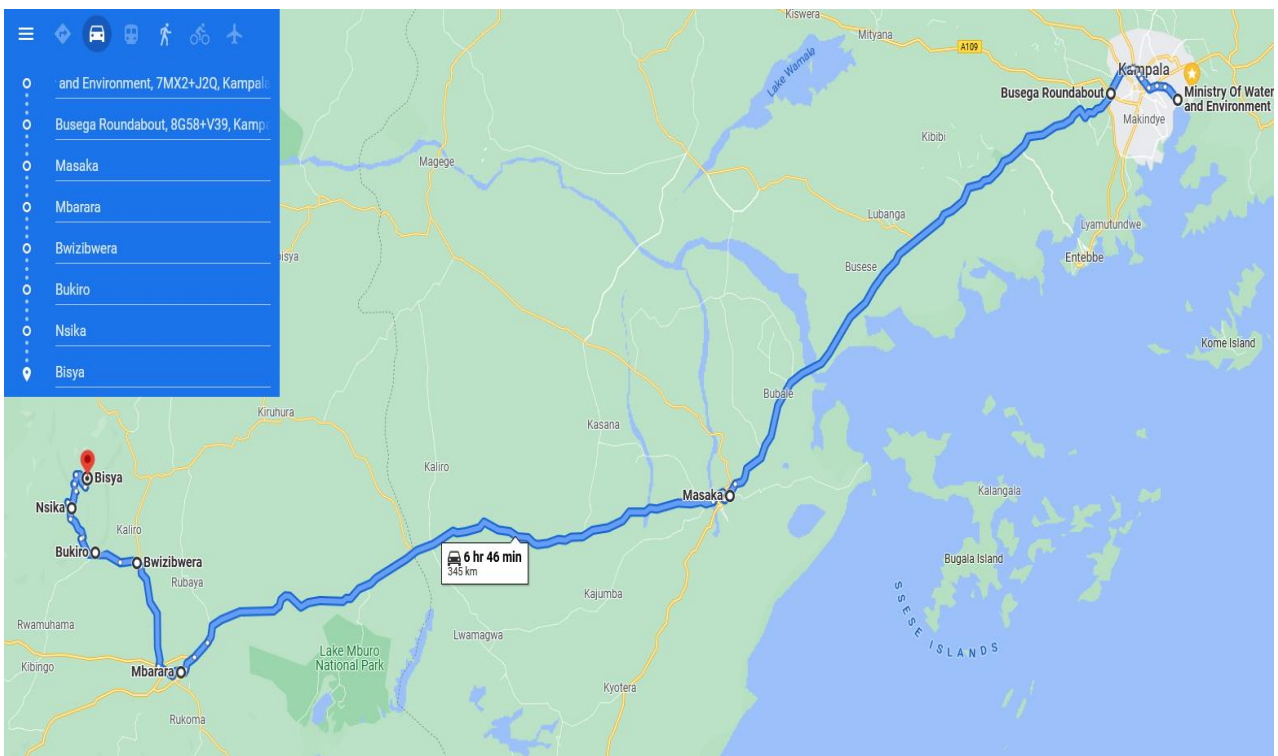
V. Environmental and Social Impact Assessment (ESIA) Reports

The ESIA report is bound separately as Volume 5 of 5

Supplementary Information

1. Location of Project Area

The water supply area of the proposed Bitsya Water Supply System is located in Bitsya and Kurungu Sub Counties in Buhweju District in western Uganda. Buhweju Town, the district headquarters, is about 49 km from Kabwohe located along the Mbarara-Bushenyi road and approximately 345km from Kampala City. Below is the location and the route to Bitsya from Kampala City.



The Bitsya sub-county is divided into 2 Parishes (Local Council II). The project targets to serve the two parishes with a total of 17 Villages (Local Council I). On the other hand, Karungu Subcounty has four parishes. The project targets to serve the 4 parishes and a total of 34 villages.

2. Topographical Survey Data

a. Origin and datum

The survey control points used for controlling the topographical survey were in the national grid system (UTM zone 36S) with the following parameters:

- Ellipsoid Clark 1880 modified
- Semi-major axis A = 6378249.145m
- Inverse flattening 1/f=293.645.
- Datum Arc 1960
- Zone 36S
- Origin Easting 500,000m
- Origin Northing 10,000,000m

b. List of Bench Marks

The established list of bench marks.

Name	Northing	Easting	Height
BWS01	9962203.997	219180.477	1739.310
BWS02	9960605.457	220020.786	1592.813
BWS03	9958982.422	222165.392	1825.520
BWS04	9962529.466	222170.373	1799.565
BWS05	9966108.142	217044.614	1761.137

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (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. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Particular Conditions

Part A – Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.31	Ministry of Water and Environment Plot 22/28 Port Bell Road, Luzira P.O. Box 20026 Kampala, Uganda
Engineer's name and address	1.1.35	Kagga & Partners Ltd Kagga House, Plot 2 Bandali Close, Bugolobi P.O. Box 6583 Kampala, Uganda
Bank's name	1.1.89	<u>World Bank</u>
Borrower's name	1.1.90	Government of the Republic of Uganda
Time for Completion	1.1.84	<u>457</u> days (Fifteen months)
Defects Notification Period	1.1.27	365 days. (One year)
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 22/28 Port Bell Road, Luzira P.O. Box 20026 Kampala, Uganda
Address of Engineer for communications:	1.3(d)	Kagga & Partners Ltd Kagga House, Plot 2 Bandali Close, Bugolobi P.O. Box 6583 Kampala, Uganda Email: mail@kaggapartner.com Attention: Eng. Peter J. Magambo
Address of Contractor for communications:	1.3(d)	To be inserted
Governing Law	1.4	Laws of the Republic of Uganda
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	Three (3)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The Accepted Contract Amount.

Conditions	Sub-Clause	Data
Site	1.1.74	All places where the contract works described in the Specifications are to be executed and where plant and materials are to be delivered.
Time for access to the Site	2.1	<p>The Employer shall give right of access and possession of site to the Contractor of all parts of the Site no later than 14 days after fulfilment of the conditions specified in sub-clause 8.1 of GCC</p> <p>The sites are:</p> <ul style="list-style-type: none"> i. Intake works ii. Water Treatment Works iii. Pumping main from the water treatment works to the main reservoir site at Rugongo iv. Kasharara booster station v. Reservoir sites at Rugongo, Kasharara, Kabingo and Bitsya vi. Transmission and distribution lines vii. Sites for toilets in schools and health centers
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.
Performance Security	4.2	<p>The performance security shall be in the form of an unconditional Bank Guarantee in the amount(s) of 9 (nine) 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 1 (one) 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>

Conditions	Sub-Clause	Data
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	28 Days
Number of additional paper copies of progress reports	4.20	3 (three)
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	20%
Parts of the Works for which subcontracting is not permitted	5.1(b)	(i)Water Intake and (ii) Treatment Plant Works
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% of the principal amount spent on the item of the Provisional Sum
Total advance payment	14.2	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	Deductions shall be made at the amortization rate of 30% starting from the certificate when 20% of the Accepted Contract Amount is certified for payment provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment].
Period of payment	14.3	60 days
Number of additional paper copies of Statements	14.3(b)	3 copies
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10%

Conditions	Sub-Clause	Data
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: <ul style="list-style-type: none"> • Plant and Materials for payment when shipped N/A
	14.5(c)(i)	60% of value of the following imported plant and materials for payment when delivered to the Site <ul style="list-style-type: none"> i. Pipes ii. Pipework fittings iii. Steel tanks iv. Pump sets
Minimum Amount of Interim Payment Certificates	14.6.2	5% of the Accepted Contract Amount.
Period of payment of Advance Payment to the Contractor	14.7(a)	60 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	60 days
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 sub-paragraph (a))	14.8	Financing charges for delayed payment shall be calculated at the commercial prime lending rate as follows: 1% above the central Bank of Uganda for local currency and for foreign currency, +2% above the prime rate of the central bank in the country of the currency of payment, or if not available, the EURIBOR offered rate
Number of additional paper copies of draft Final Statement	14.11.1(b)	3 copies

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	<ul style="list-style-type: none"> • insurance required for the Works: USD260,000 • insurance required for Goods: N/A • insurance required for liability for breach of professional duty: UDD42,000 • insurance required against liability for fitness for purpose (if any is required): USD10,000 • insurance required for injury to persons and damage to property: USD80,000 • insurance required for injury to employees: USD30,000 • other insurances required by Laws and by local practice: as required by the Law
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	2%
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	No exceptional risks to be excluded
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\$ 42,000
Insurance required against liability for fitness for purpose	19.2.3(b)	US\$ 42,000
Period of insurance required for liability for breach of professional duty	19.2.3	25Months
Amount of insurance required for injury to persons and damage to property	19.2.4	US\$ 80,000
Other insurances required by Laws and by local practice (give details)		As required by the Law
Time for appointment of DAAB member (s)	21.1	28 days after signature by both parties of the Contract Agreement

Conditions	Sub-Clause	Data
The DAAB shall be comprised of	21.1	One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer [<i>Attach CV to the bidding document and the Contract</i>] 1. Mahadeva Gopinah 2. Henry Musonda FCIarb Proposed by Contractor [<i>Attach CV to the Contract</i>] 1. _____ 2. _____
Appointment (if not agreed) to be made by	21.2	President - Uganda Institution of Professional Engineers (UIPE)
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
Place of arbitration	21.6	Nairobi, Kenya

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 1.1.92 are added after Sub-Clause 1.1.88	
Sub-Clause 1.1.89 Bank	“ Bank ” means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90 Borrower	“ Borrower ” means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.91 ES	“ ES ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
Sub-Clause 1.1.92 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)	“ Sexual Exploitation and Abuse ” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and

“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel

“SEA/SH Prevention and Response Obligations” means the Contractor’s obligations in regards to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.24, 5.1, 6.9, 6.27, and 6.28

Sub-Clause 1.2

Interpretation

Sub-paragraph (a) is replaced with the following:

(a) “Words indicating one gender include all genders;

“he/she” is replaced with:” it”;

“him/her” is replaced with “it”;

“his” and “his/her” are replaced with: “its”;

“himself/herself” are replaced with: “itself”.”

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”

Sub-Clause 1.5

Priority of Documents

The following documents are added in the list of Priority Documents after (e):

“(f) the Particular Conditions Part C- Fraud and Corruption;

(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”

(h) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;”

and the list renumbered accordingly.

Sub-Clause 1.6

Contract Agreement

The last paragraph is replaced with:

“If the Contractor comprises a JV, *the authorised representative of the JV shall sign* the Contract Agreement in accordance with sub –clauses 1.14 (Joint and Several Liability).”

**Sub-Clause 1.12
Confidentiality**

The following is added at the end of the second paragraph:
“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

**Sub-Clause 1.17
Inspections & Audit by the
Bank**

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

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

**Sub-Clause 2.4
Employer’s Financial
Arrangements**

The first paragraph is replaced with:

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

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

“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars,, including the date of such

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

Sub-Clause 2.6

Employer-Supplied Materials and Employer’s Equipment

[If Employer- Supplied Materials are listed in the Works’ Requirements for the Contractor’s use in the execution of Works, the following provisions may be added]:

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

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

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

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

[If Employer’s Equipment are listed in the Specification for the Contractor’s use in the execution of Works, the following provisions may be added]:

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

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

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

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

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

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

Sub-Clause 2.7

SEA/SH Conference

The following new Sub-Clause is added

"The Employer shall organize and run a SEA/SH orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SH Referrals*], Sub-Clause 21.10 [*Dissatisfaction with DAAB's decision of SEA/SH Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*].

Sub-Clause 3.1

The Engineer

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

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or
 - (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Sub-Clause 3.3

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

Engineer’s Representative

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

Sub-Clause 3.4

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

Delegation by the Engineer

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

Sub-Clause 3.6

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

Replacement of the Engineer

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

Sub-Clause 4.1

Contractor’s General Obligations

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

“All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.”

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

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review and approval, 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-ES, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review

The C-ESMP and the Contractor’s Code of Conduct shall be included as Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].”

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”

In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

Sub-Clause 4.2.1

**Contractor’s
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security 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.”

Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”

Sub-Clause 4.2.2

**Claims under the
Performance Security**

The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.”

Sub-Clause 4.2.3

**Return of Performance
Security**

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

Sub-Clause 4.3

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor

- Contractor’s Representative** shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
- Sub-Clause 4.7 Setting out** In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:
- Before “if the items of reference”, the following is added:
“when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2,”
- On the second and third lines, the following is deleted:
“and the contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.
- Sub-Clause 4.8 Health and Safety Obligations** The second paragraph is replaced with the following:
- “Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].
- The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.
- The health and safety manual shall set out all the health and safety requirements under the Contract,
- (h) which shall include at a minimum:
- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different

reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

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

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

**Sub-Clause 4.18
Protection of the
Environment**

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

“The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s

activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

Sub-Clause 4.20
Progress Reports

Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D"

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

"In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause."

Sub-Clause 4.21**Security of the Site**

Sub-Clause 4.21 Security of the Site is replaced with:

“Sub-Clause 4.21 Security of the Site

The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorised persons off the Site;
- (b) authorised persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorised personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.”

Sub-Clause 4.22**Contractor’s Operations
on Site**

On the third line of the second paragraph before “4.17”, “Sub-Clause” is added.

Sub-Clause 4.24**Code of Conduct**

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

The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and

understands the consequences of engaging in such prohibited behaviors.

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

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

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

**Sub-Clause 5.1
Subcontractors**

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

“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the SEA/SH Prevention and Response Obligations.

All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations.”

The following is added after the first sentence of the fourth paragraph: “The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.”

The following is added at the end of the last paragraph of Sub-Clause 5.1:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under subparagraph (a) of Sub-Clause 15.2.3 [*After Termination*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”

**Sub-Clause 5.2.2
Objection to Nomination**

In sub-paragraph (a), on the first line before “Subcontractor”, “nominated” is added.

In sub-paragraph (c):

“and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

**Sub-Clause 6.1
Engagement of Staff and
Labour**

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

“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”

**Sub-Clause 6.2
Rates of Wages and
Conditions of Labour**

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

“The Contractor shall inform the Contractor’s Personnel about 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, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”

**Sub-Clause 6.5 Working
Hours**

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

The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Specification.”

**Sub-Clause 6.7
Health and Safety of
Personnel**

In the second paragraph, “The Contractor” is replaced with:

“Except as otherwise stated in the Specification, the Contractor”

**Sub-Clause 6.9
Contractor’s Personnel**

The Sub-Clause is replaced with:

“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor’s Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.”

Sub-Clause 6.12

Key Personnel

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

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during

all working hours in a number deemed sufficient by the Engineer.”

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

Sub-Clause 6.13

Foreign Personnel

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

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.14

Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.

Sub-Clause 6.15

Supply of Water

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

Sub-Clause 6.16

Measures against Insect and Pest Nuisance

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

Sub-Clause 6.17

Alcoholic Liquor or Drugs

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

Sub-Clause 6.18

Arms and Ammunition

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

- Sub-Clause 6.19
Festivals and Religious
Customs**
- The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- Sub-Clause 6.20
Funeral Arrangements**
- The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- Sub-Clause 6.21
Forced Labour**
- The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- Sub-Clause 6.22
Child Labour**
- The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.
- Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23
Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the 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].

Sub-Clause 6.24
Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25
Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below) The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27

6.27.1 The Contractor's SEA/SH Response Mechanism

**Contractor’s-SEA/SH
Response Mechanism;
Receipt of SEA/SH
allegations; and
Contractor’s and
non-compliance**

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor’s or Employer’s Personnel or any other person including third parties (“SEA/SH Response Mechanism”).

The Contractor’s Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer’s Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor’s Personnel, Employer’s Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor’s Personnel.

6.27.2 Receipt of SEA/SH allegations

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate, the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH

Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

6.27.3 Contractor’s non-compliance with SEA/SH contractual obligations

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 [*“SEA/SH Referral”*].

Sub-Clause 6.28

Training of Contractor’s Personnel

The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

Sub-Clause 7.7

The following is added before the first paragraph:

Ownership of Plant and Materials

“Except as otherwise provided in the Contract,”

Sub-Clause 8.1

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

Commencement of Work

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

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

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.”

- Sub-Clause 11.7
Right of Access after
Taking Over**
- In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:
- “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”
- Sub-Clause 13.3.1
Variation by Instruction**
- Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;”
- Sub-Clause 13.4
Provisional Sums**
- The following is inserted as the penultimate paragraph:
- “The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”
- Sub-Clause 13.6
Adjustments for Changes
in Laws**
- The following paragraph is added at the end of the Sub-Clause:
- “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”
- Sub-Clause 14.1
The Contract Price**
- The following is added at the end of the Sub-Clause:
- “Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts 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 be 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.”

Sub-Clause 14.2.1

**Advance Payment
Guarantee**

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be 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).”

Sub-Clause 14.3

**Application for Interim
Payment**

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

Sub-Clause 14.6.2

**Withholding (amounts in)
an IPC**

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

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

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may

be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the 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)."

Sub-Clause 14.7

Payment

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

"(iii) at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and"

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

"or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the

suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

Sub-Clause 14.9

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

Release of Retention Money

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

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”

Sub-Clause 14.12

Discharge

On the seventh line of the first paragraph, “Sub-Clause 21.6 [Arbitration]” is replaced with: “Clause 21 [*Disputes and Arbitration*]’.

Sub-Clause 14.15

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

Currencies of Payment**Sub-Clause 15.1**

“and” is deleted from (b) and

Notice to Correct

“.” is replaced by: “; and” in (c).

The following is then added as (d)

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

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

Sub-Clause 15.2.1**Notice**

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

Sub-Clause 15.8**Fraud and Corruption**

The following new Sub-Clause is added:

“15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

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

Sub-paragraph (j) is deleted in its entirety.

- Notice** At the end of sub-paragraph (i): “; or” is replaced with: “.”
sub-paragraph (f) is replaced with:
“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”
- Sub-Clause 16.2.2** The following is added at the end of Sub-Clause 16.2.2:
Termination “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** *[If the Employer has made available any Employer- Supplied*
Contractor's Obligations *Materials and/or Employer's Equipment in accordance with*
After Termination *Sub-Clause 2.6, include the following:]*
“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:
“deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied materials and Employer's Equipment*]; and
(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”
- Sub-Clause 17.1** On the fourth and fifth lines of the first paragraph, replace
Responsibility for Care of “Date of Completion of the Works” with “issue of the Taking-
the Works Over Certificate for the Works”.
[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]]
After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.

[If Employer's Equipment are listed in the Works' Requirements for the Contractor's use in the execution of Works, include the following provision. See also Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]]

After the two instances of "Goods" in the last paragraph, the following is added: ", Employer's Equipment,".

Sub-Clause 17.3

Intellectual and Industrial Property Rights

On the first line of the second paragraph, replace "notice" is replaced with "a Notice".

Sub-Clause 17.7

Use of Employer's Accommodation/Facilities

The following Sub-Clause is added as 17.7:

"The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer."

Sub-Clause 18.1

Exceptional Events

Sub-paragraph (c) is substituted with:

"(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"

Sub-Clause 18.4

Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the " ":

", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor]."

Sub-Clause 18.5

Optional Termination

In sub-paragraph (c), "and necessarily" is inserted after "was reasonably".

Sub-Clause 19.1

General Requirements

The following paragraphs are added after the first:

"Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the

Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.

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 [*Tests after completion*]" 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 and/or
EOT

The first paragraph is replaced with:

"If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"

Sub-Clause 21.1
Constitution of the DAAB

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

"The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [*Receipt of SEA/SH allegations*] and Sub-Clause 6.27.3 [*Contractor's non-compliance with SEA/SH contractual obligations*], in accordance with Sub-Clause 21.9 [*SEA/SH Referrals*].

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.”

After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”

Sub-Clause 21.2

Failure to Appoint DAAB Member (s)

For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”

Sub-Clause 21.6

Arbitration

In the first paragraph, “unless otherwise agreed by both Parties:” is deleted and replaced with: “The Parties agree:”

The following new Sub-Clauses 21.9 to 21.11 are added

Sub-Clause 21.9 SEA/SH Referrals

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer’s Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.

Sub-Clause 21.10

**Dissatisfaction with
DAAB's decision on
SEA/SH Referrals**

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 [SEA/SH Referrals], such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 [Dissatisfaction with DAAB's decision]. Sub-Clause 21.5 [*Amicable Settlement*] shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 [*Arbitration*].

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

Sub-Clause 21.11

**Bank's disqualification of
the Contractor and its
Subcontractor/s**

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractor receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without

prejudice to the Parties' rights and obligations under the Contract.

Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement

Title	“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.
1. 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 1.4 “DAAB Activities”. At the end, the following is added: “This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract.”</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>
2.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>

- (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 3.3 In 3.3 (b), “140 days” is replaced with: “90 days”.

Rule 3.7 The following is added after the sentence: “The agenda shall include review of the (i) Contractor’s compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer’s failure to discharge its duties under the Contract

in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions.”

- Rule 3.10 The following is added at the end of the paragraph: “The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations.”

The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor’s failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions.”

- 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”.

Particular Conditions

Part C- Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators

in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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.

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect ³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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, 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 metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]

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

other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Particular Conditions

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

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

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

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

Contract reference *[insert contract reference]*

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

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

<p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above) [<i>attach details as appropriate</i>].</p> <p>_____</p> <p>_____</p>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

[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.]*

Name of Bidder	Bid 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: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

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

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

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the 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:
 - xxv. the ES Management Strategies and Implementation Plans; and
 - xxvi. Code of Conduct for Contractor’s Personnel (ES).
 - xxvii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
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.

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."*

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)]

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 [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s)]

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

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

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our

receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 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)]

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]* 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 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..., 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)]

CVs for the proposed DAAB members

First Name:	Mahadeva
Last Name:	Gopinath
Email:	mgopinath@outlook.com
Global Regions:	South Asia, Central Asia, Sub-Saharan Africa
Citizenship:	Australian&SriLankanDualCitizen/SouthAfricanResident
Languages:	English
Countries of Experience:	Botswana, Eritrea, Ethiopia, Kazakhstan, Kenya, Lesotho, Mali, Malawi, Mongolia, Mozambique, Namibia, Sierra Leone, South Africa, Sudan, Swaziland, Tanzania, Uganda, Ukraine, Zambia, Zimbabwe
Educational Qualifications:	<ul style="list-style-type: none"> • LLM (Construction Law & Arbitration), Robert Gordon University, Aberdeen, Scotland, 2016 • MBA, Australian Graduate School of Management, University of New South Wales, Sydney, Australia 1995 • MSc (Road Engineering & Management), University of Birmingham, United Kingdom 1984 • B Eng (Civil Engineering) – University of Zambia, 1981
Professional Qualifications:	<ul style="list-style-type: none"> • MCI Arb., - Member, Chartered Institute of Arbitrators (UK) • Accredited Adjudicator – FIDIC President's List (Switzerland) • Accredited Commercial Mediator – London School of Mediation (LSM) • MIE Aust., - Member of the Institute of Engineers, Australia
Other panel listings:	<ul style="list-style-type: none"> • Southern Africa Association of Arbitrators (AoA), Mediator Panel • Accredited Mediator, London School of Mediation
Current Employment Status:	Dispute Avoidance and Resolution Practitioner / Trainer: FIDIC GCC and Claims Mitigation
Particular Technical Expertise:	Building and Civil Engineering, Roads & Bridges, Geotechnics and Foundations, Infrastructure, Pipelines and Storm Water Infrastructure, Waste Treatment and Pumping Plant
Languages:	English
Present Position:	Dispute Board Member, Adjudicator, Mediator and Contracts Advisor in private practice, Trainer on FIDIC GCC
Positions Held:	<p>2008 – Present: Dispute Board (DB) Member, Adjudicator, Mediator, Contracts Specialist, FIDIC Trainer</p> <p>1999 – 2007: Project Director and FIDIC “Engineer” Roads and Bridge construction projects with Black & Veatch Africa Ltd</p> <p>1981 – 1999: Director, Regional Manager, Principal Engineer, Graduate Engineer at Consulting Engineering firm/s</p>
Mediator:	Yes

Recent Relevant Experience:

2010 – 2019 Position: Dispute Adjudication Boards (DAB/DB)

- Railway track and structures (bridges and culverts) rehabilitation works, Package A: Lot 1: (145 Km), Tanzania. Three Person Standing Board.
- Railway track and structures (bridges and culverts) rehabilitation works, Package A: Lot 2: (138 Km), Tanzania. Three Person Standing Board.
- Railway track and structures (bridges and culverts) rehabilitation works, Package B: Lot 1: (343 Km) Tanzania. Three Person Standing Board.
- Railway track and structures (bridges and culverts) rehabilitation works, Package B: Lot 2: (344 Km), Tanzania. Three Person Standing Board.
- Reconstruction works on M-06 Kyiv-Chop highway section, (Zhytomyr bypass), Ukraine. Single Person Standing Board.
- Rehabilitation, upgrading and expansion of sewerage infrastructure under AfDB component of the Lusaka Sanitation Programme. Single Person Standing Board.
- Civil Works for the Upgrading of Civil Works for Upgrading of road infrastructure in south western Uganda (78.5 Km) to Paved Standard; Single Person Standing Board.
- Arbitrator, Lesotho, appointed by the High Court to arbitrate in a matter between the Ministry of Public Works & Transport and a local Contractor. Long running dispute related to road failure.
- Construction of second carriageway of a 20 Km section of the Nairobi – Mombasa Road (A109), Kenya. Value of contract is US\$90 million Single Member Standing Board.
- Design Build of Multi Storey Buildings in Dar es Salaam, Tanzania. FIDIC Yellow Book. Three-person ad-hoc Board, appointed by the FIDIC President. Value of contract is US\$100 million. Appointed by FIDIC President
- Upgrading to bitumen standard of trunk road 114 Km in northern Mozambique. Chairman of Three Person Standing Board. Financed by the African Development Bank / JICA/ Korean Bank. Value of contract is US\$ 85 million.
- Package 3 – Lot 1: Northern & Central Regions, Malawi – Electricity Distribution Project Single Person Standing Board. Financed by the Millennium Challenge Corporation. Value of contract is US\$30 million. FIDIC Yellow Book
- Civil Works for the Upgrading of 115 Km of roads in central Uganda from gravel to bitumen standard. Value of Contract US\$100m;

- Three Person Standing Board. FIDIC MDB 2010 GCC. Financed by BADEA
- Civil Works for Upgrading 115 Km of road in the northwestern region of Uganda “oil roads” from gravel to Paved Standard. Single Member Standing Board. FIDIC MDB 2010 GCC. Financed by the African Development Bank
- Construction of water reticulation systems in (CP3) in Lusaka, Zambia. Project entails the construction of pumping stations, expansion of the water supply and distribution network, laying of sewer lines and the erection of new water storage reservoirs. Single Member Standing Board. Financed by the Millennium Challenge Account (MCA – T)
- Non-Revenue Water (CP6) in Lusaka, Zambia. Single Member Standing Board. Financed by the Millennium Challenge Account (MCA – T).
- Construction and upgrade of new and existing carriageway, (Lot 2), Swaziland. Value of contract is US\$150 million. Three Person Standing Board. Financed by the Kuwait Fund.
- Construction and upgrade of new and existing carriageway (Lot 1), Swaziland. Value of contract is US\$100 million. Financed by the African Development Bank. Financed by the African Development Bank.
- Construction of water reticulation systems (CP5), Zambia (FIDIC Red Book 1999). Financed by the Millennium Challenge Corporation. Sole Member.
- Design & Build of 60 km of road to bitumen standard in Ethiopia (FIDIC Orange Book). Sole member FIDIC Yellow Book Contract
- Design & Build of 65 km of road to bitumen standard in Ethiopia (FIDIC Orange Book). Sole Member FIDIC Yellow Book Contract
- Construction of 1.2km long Bridge and Approach Ramps, Zambia / Botswana (FIDIC Red Book MDB version 2006). Three Member
- Upgrading to bitumen standard of Class 1 road at Quething, Lesotho (FIDIC Red Book 1999). Sole Member
- Civil Works for upgrading of 93.3km in north-eastern, Uganda (FIDIC Red Book MDB version 2006). Sole Member
- Rehabilitation of airport runway and aprons, Lesotho (FIDIC Red Book 1999). Sole Member
- Construction of bridge at Mt Moorosi, Lesotho (FIDIC Red Book 1999). Sole Member
- Wastewater Project, Lesotho. Recommended as Dispute Adjudicator by FIDIC President and appointed by the Parties as Single Member Standing Board. (FIDIC Red Book MDB version 2006).
- CAREC Transport Corridor 1 (Zambhyl Oblast Section), Western Europe to Western China, Kazakhstan. Construction of 4-lane concrete freeway with 12 major fly-overs and bridges. Total value of contracts approximately US\$500m. Appointed as DB on the seven separate contracts. (FIDIC Red Book MDB version 2006). Sole Member
- Upgrading of a 121 km section of the Great East Road in Zambia (FIDIC Red Book MDB version 2006). Three Member
- Construction of Road Network and Drainage Systems in Pandamatenga, Botswana (FIDIC Red Book MDB version 2006). Three Member
- Rehabilitation of road in northern Tanzania Lot 2: Tanzania, (FIDIC Red Book MDB version 2006). Three Member
- Construction of 90km of rural road to Bitumen Standard, Mongolia (FIDIC Red Book MDB version 2006). Sole Member
- Construction of 86 Km of road road to Bitumen Standard, Mongolia (FIDIC Red Book MDB version 2006). Sole Member
- Upgrading to Bitumen Standard of 78 Km of rural road in south western Tanzania (FIDIC Red Book 1999). Three Member
- Upgrading to Bitumen Standard of 75 Km road in north eastern Tanzania (FIDIC Red Book 1999). Three Member

2010 – 2019: Other relevant experience with FIDIC contracts

- FIDIC Contract Specialist: Advisor to supervision consultant on the construction of grade separated junctions in Quatre Boane location, Mauritius.
- Technical Assistance to the National Authorising Office of the European Union: Legal Advisor on the Rehabilitation of the Great East Road to provide assistance with preparation of Dispute Referrals to the Conciliation Tribunal. Lusaka, Zambia
- FIDIC Contract Specialist: Lender’s Technical Advisory (LTA) team (representing the Development Bank of South Africa) to the Road Development Agency, Zambia for rehabilitation of the Link 4 (25 km) of the Lusaka – Chirundu Highway connecting Zambia and Zimbabwe. FIDIC MDB Pink Book form of Contract.
- Claims Expert: Rehabilitation of Mau Summit – Kericho – Kisumu (A1/B1) Road, Contracts 421 and 422, Kenya. Prepared Employer’s Response to Dispute Board.
- FIDIC Contract Advisor: Upgrading of the Namtumbo – Tunduru Road (193 km) Lot B: Kalimesera – Matemanga Section (68.2 km), Tanzania. Provided contractual advice to Supervision Consultant and Employer TANROADS on termination road map for Contractor’s breach of Contract culminating in successful termination of Contract in December 2012. FIDIC 1987 revised 1992 Form of Contract
- Feeder and Rural Community Access Road Development Study in the Blue Nile, South Kordofan and Kassala States, Sudan. Preparation of contract documentation for 10 lots. FIDIC 2010 Form of Contract.

Profile for Henry M Musonda FCI Arb
 Present Position: MANAGING DIRECTOR
 Name of Firm: KIRAN & MUSONDA ASSOCIATES
 Name of Staff: HENRY MUSONDA
 Profession: CIVIL/STRUCTURAL Eng & ARBITRATOR
 Experience: + 34 Years
 Date of Birth: 16th January 1961
 Nationality: Zambian
 Alternate Email: musondahenry2008@yahoo.com

Education:

- University of Zambia (1985) - BEng degree in Civil Engineering
- Certificate of Competence - Confederation of British Industries, (CBI, 1988-89)
- University of Zambia - MEng in Construction Management (2008).
- University of Aberdeen, Scotland (2014) – MSc Construction Law & Arbitration.

Membership of Professional Institutions

Fellow of the Chartered Institution of Arbitrators (FCI Arb) Corporate Panel

Member –Dispute Board Foundation (UK)

Listed on FIDIC President’s list of International Adjudicators [2006]

FIDIC Accredited Trainer – FIDIC 1999 and 2017 Contract Suite, Project Management.

Listed on DRBF President’s list of International Dispute Resolvers (USA)

Reviewer of the FIDIC Contracts 2017 – Construction, Plant and Design, and EPC Contracts

Past President, Engineering Institution of Zambia (2009 – 2012)

Chairman of the Association of Consulting Engineers of Zambia (2005- 9) Registered Engineer of Zambia (REng)

Fellow of the Engineering Institution of Zambia (FEIZ)

Member of the Association of Consulting Engineers of Zambia (MConsEZ) Certified Arbitrator, Adjudicator & Mediator (Zambia)

Member of the Association of Arbitrators of Zambia (MAAZ)

Particular Dispute Boards and Arbitration Expertise

More than 34 years of relevant practical and professional in Zambia, SADC region & the U. K. with management, administration, planning, coordinating, quality assurance & control technical/environmental studies, surveys, designs, Preparation of specifications and contract administration of European Development Funds (EDF), World Bank, DANIDA, BADEA, AfDB funded projects and FIDIC conditions of contract. , specifications, tender documentation, construction supervision and contract administration and resolution of

construction disputes, financial control, training, maintenance management, Construction Dispute Adjudication, Arbitration and Mediation.

Experienced Chairman/Sole/member of Dispute Boards, adjudication and arbitration tribunals, negotiation and mediation panels.

Contract Management and Dispute Resolution

- January to October 2015 –Sole Mediator on the Kigali Convention Centre involving multiparty disputes – Employer, Consultant and Contractor – approximately USD 97.0 million CLAIMS. Negotiations held in Zurich under SWISS Law.
- Knowledge of application of alternative dispute resolution methods and procedures including negotiation, amicable settlement, conciliation and Dispute Boards to Building and Civil engineering construction projects.
- Knowledge and practical experience in claim analysis and calculation of financial entitlements –
component of all adjudication and arbitration decisions and awards;

Arbitration and Dispute Board Appointments

- **International Arbitration 2017 - 2018:**
Galaxy Engineering Design Consultants (PVT) Ltd Vs Zimbabwe National Water Authority; Sole
BFC Vs Millennium Challenge Account Zambia; Chairman
Active Measures Vs Chambishi Metals, Zambia; Member
Earthrow Investments Vs Rural Electrification Authority: Chairman
- **Dispute Board Appointments:**
- 2015 – Jan 2019, Sole DB for the Kamuzu Barrage Upgrade, Road, Bridge + ancillary structures, across river Shire, Malawi; World bank funded.
- July 2017 to Aug 2019 – DB for Civil works for upgrading of Bulima – Kabwoya road (66 km) from gravel to paved (bitumen standard). Uganda Road Authority.
- May 2017 to Jan 2018. Adhoc Sole Dispute Board for Upgrading of the Kamwenge – Fortportal Rd (66km) to Paved (Bitumen) Standard. Uganda Road Authority.
- August 2017 to May 2020 – DB for Terminal Buildings - Package 3, Kazungula Bridge Project, Zambia.
- Jan 2014 – March 2017, Sole Dispute Board on - the TONOTA to FRANCISTOWN ROAD DUAL CARRIAGEWAY and interchange upgrading project, Botswana. Defects period expired.
- April 2014 to Dec 2017. DB member on GER Nyimba to Sinda road rehabilitation project.
- Jan 2015 to May 2016, Sole Dispute Board for Upgrading of the Atiak - Nimule (35km) to Paved (Bitumen) Standard. Uganda Road Authority. **Completed March 2016.**

- 2008 - 2011 Dispute Review Expert for Mombasa-Nairobi-Addis Ababa Corridor Phase II Contracts, **Ageremariam-Yabelo Road Rehabilitation Project** for the Ethiopian Roads Authority. FIDIC 1999 “Red book” contract. **Project under Defects liability.**
- April to December 2013, Adhoc Sole Dispute Adjudication Board appointed by FIDIC for disputes between contractors [4 No. Claims for EOT, Price Adjustment, Variations) for Mining Construction works completed in 2012, between Contractor and Mining Company in Zambia.
- January to April 2013, ad hoc Sole Dispute Review Expert for disputes between contractors [23 No. Claims for EOT, Price Adjustment, Devaluation, Delayed Access, VAT Refunds, etc) for Gore Gambela Road project completed in 2011, between Contractor and Ethiopia Road Agency.
- Appointed in 2010 – Oct 2013 by the MILLENIUM CHALLENGE ACCOUNT for the Tanzania Government/Roads Authority as member of the following Dispute Adjudication Boards:
 - Upgrading of Songea – Namtumbo Road** to Bitumen Standard and **Upgrading of Peramiho Jct – Mbinga Road** to Bitumen Standard. DAB handled disputes involving change in legislation, Road failures, EOT, Acceleration. Projects completed. Issued Decisions and Advisory Opinions.
- 2008 - 2011 Dispute Review Expert for **Endesilasse – Dejena-Dansha road** and bridge **project** for the Ethiopian Roads Authority. FIDIC 1999 “Red book” contract. Project under Defects liability.
- 2009-2012 Dispute Review Expert for **Wukro – Adigrat-Zalamembesa road** and bridge **upgrading** project for the Ethiopian Roads Authority. Project completed
- Appointed in 2008 as Chairman to a DAB (panel of three) – Infrastructure works for new mining company (Zambia) involving two contractors for water works, earthworks and road works.
- Adhoc Contracts Specialist on a number dispute resolution related issues for ROAD Authorities in Lesotho, and Malawi (2009 – 2012).
- Appointed in 2009 to a three-member Adjudication tribunal for dispute between Mazabuka Nickel mining company and two contractors (JV) involving new and rehabilitation of building and water supply/distribution infrastructure works which included water & sewerage treatment works, pump stations, delivery pipelines and access roads.
- Sole Adjudicator/Arbitrator in many water supply and distribution rehabilitation and upgrading of water treatment plants, pump stations, delivery and distribution pipelines construction contracts in 9 former mining towns (2006-2010) in Zambia. US\$ 40 million rehabilitation projects funded by the World Bank and Nordic Funds;

Handled numerous construction disputes as an Arbitrator/Adjudicator involving various parties, e.g., consultants, contractors and employers relating to:

- Determination of Extension of Time, Liquidated Damages, Financing costs and Final account; Interpretation of sub - contractor agreements; Overpayments and

outstanding payments, interest on late certified payments; Nonpayment for standing time; Termination of contract, apportioning of Liquidated damages and calculations of final account for Joint Ventures etc.

Technical Audit Experience

- Participated (part-time) in review of Technical Audits for donor, government and private funded road projects in Zambia, Botswana and Uganda.

Seminars and International conferences:

- Very active participant in many international development and professional activities with various institutions including GAMA and FIDIC conferences and have travelled to all countries in southern Africa (SADC region); Others include Uganda, Kenya, Ethiopia, Ivory Coast, Tanzania, Tunisia, UK, Germany, Italy, Denmark, France, Indonesia, Hong Kong, Turkey, Canada, USA, Australia, New Zealand, Argentina, Brazil, Jordan, United Arab Emirates, etc.

Professional Working Experience

- Surveys and detailed structural works designs and construction supervision involving improvements, renovations, rehabilitation and new infrastructure - Industrial plants, warehouses, multi-storey office blocks, shopping malls, deep foundations, pre-stressed and reinforced concrete bridges, drainage and retaining structures, water supply infrastructure - pipelines, reservoirs and access road projects;
- Techno-economic studies and detailed engineering design and construction supervision of Rural (gravel) and Urban (bitumen surfaced) Roads involving surveys, maintenance, repair, upgrading and new works - patching of potholes and surface defects, sealing surface with slurry and chip & spray seals, hot asphalt; reshaping and regravelling unpaved roads, soil stabilisation, drainage structures and other associated works;
- SATCC specifications for roads and bridges and administration of claims assessments for civil works contracts; and Preparation, examination and administration of tender dossiers for works, supplies and consultancy services including (paved and unpaved) roads, bridges and building contracts.

[1985 – ongoing] Kiran & Musonda Associates, Consulting Engineers, Projects Director

Project Team Leader / Engineer – Detailed Design and Supervision of Rehabilitation of 110 km of Urban and 173

Trunk Roads (2011 ongoing) with 5No bridges of spans 3X40, 220m, 160m. Cost of works at US\$ 185.0 million; Project Director for the ECLungu New shopping mall, Kitwe, IOC sports complex Lusaka, border posts, new industrial parks with related road infrastructure, Upgrade of existing breweries for SAB Millers, Zambia. Project

also includes a water treatment works, pump stations, delivery pipeline and access roads. Total Estimated cost of works exceeding US\$ 100.0 million – ongoing;

Team Leader and Senior Resident Engineer for the construction supervision of a 320m pre-stressed concrete bridge, approach embankments and road works – Levy Mwanawasa Bridge (2006 -2008), 280m Matumbo structural steel bridge across the Luangwa river (2010);

Project Team Leader – DANIDA, EDF, BADEA, Kuwait, OPEC and World Bank supported Improvement of more than 2500km of selected core urban and feeder roads, detailed design and supervision of more than 500km of bituminous road rehabilitation and upgrading to standard class 1C (2003 - 2006);

Project Team Leader / Engineer – Detailed Design and Supervision of Accelerated Rehabilitation of Urban Roads
(2001 – 2002);

Project Engineer – Infrastructure projects for surveys, road maintenance, water supply and storage, small dams for rural districts in three provinces funded by SIDA (1995 – 2000);

Arup Zambia Consulting engineers, Project Engineer for office block, warehouse, Pipe Bridge, Housing Development, Maize Mill Plant Extension, Offices and Laboratories, Airport Extension, Foundation underpinning works, Office block for Mukuba Pension House (1989 – 1990).

Ove Arup & Partners, London, Geotechnical Group, **supervision engineer**, Canary Wharf Development project

- responsible for diaphragm walling, driven & bored piles, Shockley Park Development, Heathrow airport, (1988 –89)

Publications and Professional Papers Presented + Training conducted

Resolution of Construction Disputes & FIDIC Conditions of Contract (Road Agencies – Tanzania, Uganda, Zambia and Zimbabwe, World Bank seminars) * ADR methods* Dispute Boards*Construction Claims* Chartered Institute of Arbitrators accredited Trainer.

Management and Resolution of construction disputes in Zambia a paper published by the Journal of *Legal Affairs and Dispute Resolution in Engineering and Construction*, ASCE [2010] – authors Musonda H and Muya M.

Reviewer of the FIDIC 2017 Suite of Contracts – Red, Yellow and Silver books.



Henry M Musonda Date: 09 November 2019