



REPUBLIC OF MOZAMBIQUE  
MINISTRY OF PUBLIC WORKS, HOUSING AND WATER RESOURCES  
NATIONAL DIRECTORATE OF WATER RESOURCES MANAGEMENT  
*Regional Climate Resilience Program for Eastern and Southern Africa (P-180171)*

**Request for Bids  
Works**

**Two-envelope with Rated Criteria**

**Country:** Mozambique

**Grant No.:** E1950 – MZ

**RFB:** MZ-DNGRH-519546-CW-RFB

**Issued on:** 20<sup>th</sup> January 2026

**Project:** Regional Climate Resilience Program for Eastern & Southern  
Africa

**Contract title:** Construction/Rehabilitation of Chókwè Dyke in Limpopo River  
Basin –South

**Employer:** MOPHRH – National Directorate of Water Resources Management  
(DNGRH)

**Country:** Republic of Mozambique

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## Specific Procurement Notice

# Request for Bids Works

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

**Employer:** MOPHRH – National Directorate of Water Resources Management (DNGRH)

**Project:** Regional Climate Resilience Program for Eastern & Southern Africa

**Contract title:** Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin –South  
Section

**Country:** Mozambique

**Grant No.:** E1950 – MZ

**RFB:** MZ-DNGRH-519546-CW-RFB

**Issued on:** 20<sup>th</sup> January 2026

1. **The National Directorate of Water Resources Management** *has received a* financing from the World Bank toward the cost of the **Regional Climate Resilience Program for Eastern & Southern Africa** and intends to apply part of the proceeds toward payments under contract for **Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin (South Section)**.
2. The **National Directorate of Water Resources Management** now invites sealed Bids from eligible Bidders for **Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin (South Section)** in the Lower Limpopo region, construction involves repair works and heightening of the dike for a distance stretching for 86 km along the right bank of the river.
3. The works are characterized by significant earth movement i.e excavation, transport, layering and compactions, construction of localized hydraulic structures with and without hydromechanical control to protect the City of Chokwe in Gaza Province in Mozambique. This is the first of the four packages to be lunched in the following months, namely: Chókwè-North in Limpopo, Búzi and Licungo river basins.
4. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers-Procurement in Investment Projects Financing”, September 2025 (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
5. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings apply for Rated Criteria (including technical and non-price factors): **70%** for the technical offer, and **30%** for the Bid cost.
6. Interested eligible Bidders may obtain further information and inspect the Bidding document during office hours (**7:30 am to 3:30 pm**) at the address given below.

**Ministério das Obras Públicas, Habitação e Recursos Hídricos,  
Departamento das Aquisições**

**Att:** Chefe do Departamento das Aquisições

**Address:** Av. Karl Max, n° 606, R/C, Caixa Postal n° 28.

**e-mail:** [procurement.prrc@dngrh.gov.mz](mailto:procurement.prrc@dngrh.gov.mz);

**web:** [www.dngrh.gov.mz](http://www.dngrh.gov.mz)

7. The Bidding document in English may be obtained by interested eligible Bidders upon the submission of a written application to the address below. The Bidding documents will be sent by e-mail.
8. Bids must be delivered to the address below on or before **3<sup>rd</sup> March 2026**, 10:00 am. Electronic bidding will not be permitted. Late Bids will be rejected.

**Ministério das Obras Públicas, Habitação e Recursos Hídricos,  
Departamento das Aquisições,**

**Att:** Chefe do Departamento das Aquisições.

**Address:** Av. Karl Max, N° Av: Karl Max N° 606, R/C, Caixa Postal n° 28.

**e-mail:** [procurement.prrc@dngrh.gov.mz](mailto:procurement.prrc@dngrh.gov.mz); [www.dngrh.gov.mz](http://www.dngrh.gov.mz)

The outer Bid envelopes marked “ORIGINAL BID,” and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address specified above on **3<sup>rd</sup> March 2026, 10:00am**.

All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

9. All Bids must be accompanied by:
  - (i) Bid Security of USD 500,000.00
  - (ii) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration;  
and
  - (iii) Local Labour Method Statement.
10. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
11. The address referred to above is:

**Ministério das Obras Públicas, Habitação e Recursos Hídricos,  
Departamento das Aquisições**

**Att:** Chefe do Departamento das Aquisições

**Address:** Av. Karl Max, n° 606, R/C, Caixa Postal n° 28.

**e-mail:** [procurement.prrc@dngrh.gov.mz](mailto:procurement.prrc@dngrh.gov.mz);

**Web:** [www.dngrh.gov.mz](http://www.dngrh.gov.mz)



**Request for Bids  
Works**

**Procurement of:**  
***Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin  
– South Section***

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**Employer: Ministério das Obras Públicas, Habitação e Recursos Hídricos**

**Project: *Regional Climate Resilience Program for Eastern & Southern Africa***

**Contract title: Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin – South  
Section**

**Country: Mozambique**

**Grant No.: E1950 – MZ**

**RFB No: MZ-DNGRH – 519546- CW -RFB**

**Issued on: 20<sup>th</sup> January 2026**



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# Standard Procurement Document

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works’ Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS**.
  - 1.2 Throughout this bidding document:
    - the term **“in writing”** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
    - if the context so requires, **“singular”** means **“plural”** and vice versa;
    - “Day”** means calendar day, unless otherwise specified as a **“Business Day.”** A **“Business Day”** is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;
    - “ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
    - “Sexual Exploitation and Abuse” “(SEA)”** means the following:
      - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
      - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
    - “Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;
    - “Contractor’s Personnel”** is as defined in Sub-Clause 1.1.17 of the General Conditions; and

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

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

- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Fraud and Corruption**
- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines, and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an

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

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

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

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

- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.

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

- 5.1 The materials, equipment, and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

**PART 1 Bidding Procedures**

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

## **PART 2 Works Requirements**

- Section VII - Works' Requirements

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

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

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

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

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

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

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

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

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

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

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID.”
- 11.2 The Technical Part shall contain the following:
- (a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

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

11.3 The Financial Part shall contain the following:

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

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

11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid) shall be subject to Bank's No-objection.

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

submitted with the Bid, together with a copy of the proposed Agreement.

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

## 12. Letters of Bid and Schedules

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

## 13. Alternative Bids

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

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

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

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

## 14. Bid Prices and Discounts

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

- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid- Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

- 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.
- 15.3 Subject to ITB15.2, the Bidder shall among other relevant factors, take into consideration the local labour requirements, specified in ITB 16.2 when specifying (i) its local and foreign currency requirements, and (ii) the weightings (and corresponding amounts) in the Table of Adjustment Data in Section IV- Bidding Forms, as applicable.
- 16. Technical Proposal**
- 16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work’s requirements and the completion time.
- 16.2 Unless otherwise specified in **the BDS** the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour<sup>1</sup>; and (ii) submit the Local Labour Method Statement.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.
- 17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.

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

17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

#### **Subcontractors**

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

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

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

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

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

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

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

- 18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:
- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
  - (b) in the case of **adjustable price** contracts, no adjustment shall be made; or
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

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

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

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

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

19.7 The Bid Security may be forfeited:

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

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

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

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

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

## 20. Format and Signing of Bid

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

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

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

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

#### **D. Submission of Bids**

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

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

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

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

21.4 All inner and outer envelopes, shall:

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

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

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

**22. Deadline for Submission of Bids**

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

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

**23. Late Bids**

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

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

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

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

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

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

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

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the

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

- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART;”
  - (c) if applicable, any alternative Bid- Technical Part;
  - (d) the presence or absence of a Bid Security if one was required.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

### **26. Confidentiality**

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

- 27. Clarification of Bids** 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions** 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.
- 29. Nonmaterial Nonconformities** 29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- G. Evaluation of Technical Part of Bids**
- 30. Determination of Responsiveness of Technical Part** 30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding document. A substantially responsive Bid is one that materially confirms to the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, it would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

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

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

31.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed

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

- 31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.
- 32. Detailed Evaluation of Technical Part**
- 32.1 The Employer’s evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors if any) are specified **in the BDS**.

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

- 33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**
- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing, those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
  - (c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART.”
- 33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

- (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
  - (c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.
- 33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.
- 33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.
- 33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder whose Financial Part was opened;
  - (b) the Bid price, per lot (contract) if applicable, including any discounts; and
  - (c) if applicable, any Alternative Bid – Financial Part.
- 33.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

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

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

#### **35. Correction of Arithmetic Errors**

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

- 35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.
- 36. Conversion to Single Currency and Margin of Preference**
- 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**.
- 36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders<sup>2</sup> shall not apply
- 37. Evaluation Process, Financial Parts**
- 37.1 To evaluate the Financial Part, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork<sup>3</sup> items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.1;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;
  - (f) and the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 37.2 If price adjustment is allowed in accordance with ITB 14.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

<sup>2</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

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

37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.**

**38. Abnormally Low Bids**

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

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

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

**39. Unbalanced or Front Loaded Bids**

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

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

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

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

- 40. Evaluation of combined Technical and Financial Parts** 40.1 The Employer’s evaluation of responsive Bids will take into account technical factors, in addition to costfactors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned forthe Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).
- 41. Most Advantageous Bid** 41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
- 42. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** 42.1 The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 43. Standstill Period** 43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 44. Notification of Intention to Award** 44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bid;

- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **K. Award of Contract**

### **45. Award Criteria**

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

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

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

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

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

- (f) successful Bidder's Beneficial Ownership Disclosure Form.

46.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.

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

#### **47. Debriefing by the Employer**

47.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

#### **48. Signing of Contract**

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

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

**49. Performance  
Security**

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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

**50. Procurement  
Related Complaint**

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

## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is: RFB No: <b>MZ-DNGRH-519546 - CW-RFB</b></p> <p>The Employer is: <i>Ministério das Obras Públicas, Habitação e Recursos Hídricos- Direcção Nacional de Gestão de Recursos Hídricos</i></p> <p>The name of the RFB is: <b>Construction/Rehabilitation of Chókwè Dyke in Limpopo River Basin – South Section</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>None</b></p>
<b>ITB 1.2</b>	<b>Electronic Procurement System: Not Applicable</b>
<b>ITB 2.1</b>	<p>The Borrower is: <b>Ministério das Obras Públicas, Habitação e Recursos Hídricos – Direcção Nacional de Gestão de Recursos Hídricos</b> _</p> <p>Loan or Financing Agreement amount: <b>USD 125.000.000</b></p> <p>The name of the Project is: <b>Regional Climate Resilience Program for Eastern &amp; Southern Africa</b></p>
<b>ITB 4.1 (i)</b>	Maximum number of members in the JV shall be: <b>3</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.11</b>	This Bidding Process is not subject to prequalification.
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:</p> <p><b>Name:</b> Ministério das Obras Públicas, Habitação e Recursos Hídricos</p> <p><b>Attention:</b> Departamento das Aquisições</p> <p>Address: Av. Karl Max, nº 606, R/C, Caixa Postal nº 28</p> <p><b>e-mail:</b> <a href="mailto:procurement.prrc@dngrh.gov.mz">procurement.prrc@dngrh.gov.mz</a>;</p> <p><b>Web:</b> <a href="http://www.dngrh.gov.mz">www.dngrh.gov.mz</a></p>

	<b>Country: Mozambique</b>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <u>will</u> take place at the following date, time and place:  Date: <b>2<sup>nd</sup> February 2026</b>  Time: <b>10:00 am (Local time)</b>  Place: <b>Direcção Nacional de Gestão de Recursos Hídricos</b></p> <p>A site visit conducted by the Employer shall not be organized</p>
<b>ITB 7.6 (i)</b>	Web page: <a href="http://www.dngrh.gov.mz">www.dngrh.gov.mz</a>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <b>English.</b></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is: English</p>
<b>ITB 11.2 (i)</b>	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <ul style="list-style-type: none"> <li>- Contractor’s Environmental, Social, Health and Safety (ESHS) Management Strategy and Implementation Plans (MSIP), proportionate to the risks identified in the <b>ESIA/ESMP (annex I)</b>.</li> </ul> <p>Failure to submit a responsive MSIP shall render the Bid non-responsive.</p> <p>With the following contents: ESHS organizational structure and staffing; OHS risk management and emergency preparedness; SEA/SH prevention and response measures; labor influx and worker accommodation management; community health, safety, and traffic management; environmental controls; ESHS monitoring framework; demobilization and rehabilitation concept; and ESIRT incident classification and reporting procedures.</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></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><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p>

	<p><i>The Bidder shall submit</i> Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks consistent with the ESIA (<b>annex I</b>):</p> <p><b>A. ESHS Management Strategy (Overarching)</b> A.1. ESHS Policy and Commitment</p> <p><b>B. ESHS Organization and Staffing Plan</b> B.1. Organizational Structure and Reporting Lines B.2. Key ESHS Personnel (CVs Required)</p> <p><b>C. Occupational Health and Safety (OHS) Management (Summary)</b> C.1. OHS Risk Identification and Assessment C.2. Risk Control and Prevention Measures C.3. Emergency Preparedness and Response</p> <p><b>D. SEA/SH Prevention and Response (Summary)</b> D.1. SEA/SH Risk Assessment D.2. Prevention, Mitigation and Response Measures</p> <p><b>E. Labor and Working Conditions Management (LMP Compliance)</b> E.1. Workforce Management and Recruitment E.2. Working Conditions and Worker Accommodation E.3. Wage Management and Payment Modalities E.4. Worker Grievance Redress Mechanism (GRM)</p> <p><b>F. Community Health, Safety and Traffic Management</b> F.1. Community Health and Safety Risk Management F.2. Traffic and Road Safety Management</p> <p><b>G. Environmental Management Controls</b> G.1. Environmental Risk Identification G.2. Mitigation and Monitoring Measures</p> <p><b>H. Camps, Labor Influx and Ancillary Facilities Management</b> H.1. Camp Planning, Operation and Closure H.2. Management of Ancillary Facilities and Permits</p> <p><b>I. ESHS Monitoring, Inspections and Reporting</b> I.1. Monitoring Framework, Indicators and Inspections I.2. Reporting, Non-Compliance Management and Corrective Actions</p> <p><b>J. Incident Management and ESIRT Compliance</b> J.1. Incident Classification and Internal Notification J.2. Incident Reporting Timelines and Procedures J.3. Investigation, Corrective Actions and Close-Out</p> <p><b>K. Demobilization and Rehabilitation (Conceptual)</b> K.1. Demobilization and Dismantling of Facilities K.2. Site Rehabilitation and Restoration</p> <p><b>L. Declaration and Integration</b> L.1. Bidder’s Declaration of Commitment L.2. Integration with the Contractor’s C-ESMP</p>
<b>11.3 (d)</b>	The Bidder shall submit the following additional documents in the Financial Part of its Bid: None
<b>ITB 13.1</b>	Alternative Bids shall not be considered

<b>ITB 13.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions for full or parts of the Works as per bidding documents: NA.
<b>ITB 14.5</b>	The Prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract: <i>adjustment</i>
<b>ITB 15.1</b>	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with <b>Alternative B</b> as described below: (a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies: (i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s Country, in <i>Metical</i> , and further referred to as “the local currency;” and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s Country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.
<b>ITB 16.2</b>	ITB 16.2 <i>Applies</i>
<b>ITB 17.5</b>	At this time, the Employer <b>does not</b> foresee to execute any specific parts of the Works by subcontractors selected in advance.
<b>ITB 17.6</b>	(a) Maximum percentage permitted of subcontracting of total value of contracts or the volume of works is: 30% of total volume of works (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
<b>ITB 17.7</b>	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: <b>NA</b>
<b>ITB 18.1</b>	<b>Bids shall remain valid for: 2<sup>nd</sup> July, 2026</b>
<b>ITB 18.3 (a)</b>	Bid price adjusted: NA
<b>ITB 19.1</b>	A Bid Security shall be required The amount and currency of the Bid Security is: USD 500.000
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>NA</b>
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer: <b>NA</b>

<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a Power of Attorney by the legal Representative of the Bidder
<b>D. Submission of Bids</b>	
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is: <b>3 (three)</b>
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:</p> <p style="text-align: center;"><i>Ministério das Obras Públicas, Habitação e Recursos Hídricos, Departamento das Aquisições</i></p> <p style="text-align: center;"><i>Att: Chefe do Departamento das Aquisições</i></p> <p style="text-align: center;"><i>Address: Av. Karl Max, n° 606, R/C, Caixa Postal n° 28</i></p> <p style="text-align: center;"><i>e-mail: <a href="mailto:procurement.prrc@dng rh.gov.mz">procurement.prrc@dng rh.gov.mz</a>; <a href="http://www.dng rh.gov.mz">www.dng rh.gov.mz</a></i></p> <p style="text-align: center;"><i>Maputo- Moçambique</i></p> <p>The deadline for Bid submission is:</p> <p>Date: <b>3<sup>rd</sup> March, 2026</b></p> <p>Time: <b>10:00 am</b></p> <p>Electronic Bidding submission is permitted: NA</p>
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p style="text-align: center;"><i>Ministério das Obras Públicas, Habitação e Recursos Hídricos, Departamento das Aquisições</i></p> <p style="text-align: center;"><i>Att: Chefe do Departamento das Aquisições</i></p> <p style="text-align: center;"><i>Address: Av. Karl Max, n° 606, R/C, Caixa Postal n° 28</i></p> <p style="text-align: center;"><i>e-mail: <a href="mailto:procurement.prrc@dng rh.gov.mz">procurement.prrc@dng rh.gov.mz</a>;</i></p> <p style="text-align: center;"><i>Web: <a href="http://www.dng rh.gov.mz">www.dng rh.gov.mz</a></i></p> <p style="text-align: center;"><i>Maputo- Moçambique</i></p> <p>Date: <b>3<sup>rd</sup> March, 2026</b></p> <p>Time: <b>10:00 am</b></p>
<b>ITB 25.1</b>	Electronic Bid opening is considered: No
<b>ITB 25.6</b>	The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” <b>shall</b> be initialed by representatives of the Employer conducting Bid opening: Yes

<b>G. Evaluation of Technical Part of Bids</b>																			
<b>ITB 32.2</b>	<p>The weighting to be given for Rated Criteria (including technical and non-price factors) is: 70 %</p> <p>The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight in % are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Technical factor</th> <th style="text-align: center;">Weight in percentage (%)</th> </tr> </thead> <tbody> <tr> <td> <b>Technical Approach &amp; Methodology (24pts)</b>                      The score will be based, how clearly the bidder demonstrate the understanding all project objective and challenges.                       The Bider should demonstrate the evidence for inovation of the phrophlosed engineering solutions                 </td> <td style="text-align: center; vertical-align: top;">5</td> </tr> <tr> <td> <b>Work Plan &amp; Schedule:</b> Detailed Gantt chart or timeline showing logical sequencing of activities, interlinked cash flow projection for the entire project consistent with the preliminary work program. <b>Important: The cash flow projection shall be in terms of percentages of total contract price, <u>without disclosing the bidder’s actual bid prices. A bidder disclosing his bid price in his technical bid may be eliminated from the bidding process.</u></b> </td> <td style="text-align: center; vertical-align: top;">10</td> </tr> <tr> <td> <u>Site Management Strategy:</u> Safety protocols, environmental controls, and logistics.                 </td> <td style="text-align: center; vertical-align: top;">5</td> </tr> <tr> <td> <u>Construction Method Statement:</u> Description of techniques, equipment, and materials to be used. <b>(15pts)</b> </td> <td style="text-align: center; vertical-align: top;">4</td> </tr> <tr> <td> <b>Personnel &amp; Experience (Refer to Section III - Evaluation and Qualification Criteria) (15pts)</b>  <b>Key Staff Qualifications:</b> CVs of Project manager, Site Engineers, Environmental specialist and Health and Safety Specialist, Construction Engineer, Social/GBV Specialist, Quantity Surveyor and Mechanic Engineer with relevant certifications.                 </td> <td style="text-align: center; vertical-align: top;">15</td> </tr> <tr> <td> <u>Resources &amp; Capacity (15pts)</u>  <b>Key Equipment strategy Availability</b> (see Section III.1.5) : List of owned or leased machinery with specifications.                 </td> <td style="text-align: center; vertical-align: top;">5</td> </tr> <tr> <td> <b>Risk Management &amp; Compliance (20 pts):</b>   <b>Risk Identification &amp; Mitigation:</b>—Identify the specific potential risks before, during and after construction and preventative measure to mitigate technical and ES failures.  <b>Alignment of the contractor’s Environmental and Social (ES) management strategies and implementation plans</b> </td> <td style="text-align: center; vertical-align: top;">15</td> </tr> <tr> <td></td> <td style="text-align: center; vertical-align: top;">7</td> </tr> </tbody> </table>	Technical factor	Weight in percentage (%)	<b>Technical Approach &amp; Methodology (24pts)</b> The score will be based, how clearly the bidder demonstrate the understanding all project objective and challenges.  The Bider should demonstrate the evidence for inovation of the phrophlosed engineering solutions	5	<b>Work Plan &amp; Schedule:</b> Detailed Gantt chart or timeline showing logical sequencing of activities, interlinked cash flow projection for the entire project consistent with the preliminary work program. <b>Important: The cash flow projection shall be in terms of percentages of total contract price, <u>without disclosing the bidder’s actual bid prices. A bidder disclosing his bid price in his technical bid may be eliminated from the bidding process.</u></b>	10	<u>Site Management Strategy:</u> Safety protocols, environmental controls, and logistics.	5	<u>Construction Method Statement:</u> Description of techniques, equipment, and materials to be used. <b>(15pts)</b>	4	<b>Personnel &amp; Experience (Refer to Section III - Evaluation and Qualification Criteria) (15pts)</b> <b>Key Staff Qualifications:</b> CVs of Project manager, Site Engineers, Environmental specialist and Health and Safety Specialist, Construction Engineer, Social/GBV Specialist, Quantity Surveyor and Mechanic Engineer with relevant certifications.	15	<u>Resources &amp; Capacity (15pts)</u> <b>Key Equipment strategy Availability</b> (see Section III.1.5) : List of owned or leased machinery with specifications.	5	<b>Risk Management &amp; Compliance (20 pts):</b>  <b>Risk Identification &amp; Mitigation:</b> —Identify the specific potential risks before, during and after construction and preventative measure to mitigate technical and ES failures. <b>Alignment of the contractor’s Environmental and Social (ES) management strategies and implementation plans</b>	15		7
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	7																		

	<p><b>with the requirements of the Specifications. 6 total points, of which</b></p> <ul style="list-style-type: none"> <li>• <i>Contractor’s Environmental, Social, Health and Safety (ESHS) Procedures</i></li> <li>• <i>Proposed Medical Facilities and Safety Equipment.</i></li> <li>• <i>Proposed Emergency Preparedness Response</i></li> <li>• <i>Training of Contractor’s Personnel on ES</i></li> </ul> <p><b>Gender Equality Plan</b> as per the requirements of the Specifications, including but not limited to commitment and leadership, workplace culture and environment, recruitment and retention, training and development, work-life balance, health and safety, equal pay and benefits, monitoring and accountability, community and stakeholder engagement.</p> <p><b>Demonstrate past experience</b> or presence of internal mechanisms to deal with women issues linked and necessary to perform the contract, like GBV, capacity building, enabling physical environment (eg. separated bathrooms and changing rooms), personal protective equipment adapted to women’s physical corporal composition and needs etc.</p>	2
		1
		1
		2
		3
		4
	<p><b>Local Value addition (6pts):</b></p> <ol style="list-style-type: none"> <li>1. The use of locally sorted materials and</li> <li>2. Local subcontract</li> </ol>	6
	<p><b>Training and capacity building plan (5pts)</b></p> <p><b>Detailed plan for training employer’s staff</b> in operation and maintenance of works</p>	5

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

<b>ITB 33.5</b>	The Letter of Bid – Financial Part and Schedules- shall be initialed by all representatives of the Employer conducting Bid opening.
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## I. Evaluation of Financial Part of Bids

<b>ITB 36.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: (USD) American Dollar.</p> <p>The source of exchange rate shall be: Banco de Moçambique (<i>Central Bank in the Employer’s Country</i>)</p> <p>The date for the exchange rate shall be: <i>28 days prior to the deadline for submission of the Bids in accordance with ITB 22.1.</i></p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under <b>Alternative B</b> that follows:</p>
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	The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 35, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>ITB 40.1</b>	i. The weight to be given for cost is: 30
<b>ITB 41.1</b>	The Employer will evaluate and compare the Bids that have been determined to be substantially responsive based on the Bid with the highest combined technical and financial score (Most Advantageous Bid).
<b>K. Award of Contract</b>	
<b>ITB 49.1</b>	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security of 1% of Contract amount.
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make 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 style="padding-left: 40px;"><b>For the attention:</b> Agostinho Vilanculos  <b>Title/position:</b> <i>National Director</i>  <b>Employer:</b> Ministério das Obras Públicas, Habitação e Recursos Hídricos  <b>e-mail address:</b> <i>avilankulos@yahoo.com.br</i></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents.</li> <li>2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and</li> <li>3. the Employer’s decision to award the contract.</li> </ol>

## **Section III - Evaluation and Qualification Criteria**

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

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

- For 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 are to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

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

## Evaluation of Bids

### 1. Qualification

#### 1.1 Update of Information

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

#### 1.2 Subcontractors

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

#### 1.3 Financial Resources

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment.

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

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

No.	Staff/Discipline	Academic Qualification	Minimum years of relevant work experience	Numbers	Score
<b>Key staff</b>					

1	Project Manager	B.Sc (Civil Engineering, Hydraulic Engineering, or Geotechnical Engineering)	15 years of experience in dikes/dams construction or rehabilitation. Minimum 8 –10 years of progressive experience in construction project management, proven leadership in managing multi-million dollar infrastructure, industrial, or commercial projects, demonstrated success in delivering projects on time, within budget, and to quality standards, Strong understanding of construction methodologies, contract administration, and regulatory compliance, skilled in risk assessment, cost control, and resource allocation, Experience working with government agencies, environmental regulators, and local communities, fluency in both written and spoken English language basic Portuguese proficiency is an advantage.	1	25
2	Construction Engineer	B.Sc (Civil or similar)	10 Proficient in engineering software such as AutoCAD, Revit, STAAD.Pro, and MS Project. Strong understanding of construction methods, materials, and legal regulations, ability to interpret technical drawings, blueprints, and specifications. Familiarity with project management tools and scheduling techniques	2	20

3	Site Engineer	B.Sc (Civil/geotechnical)	7 years of experience in site engineering roles, preferably on water-related infrastructure projects, hands-on experience with earthworks, embankment construction, and geosynthetics installation, familiarity with inspection protocols and quality control for dike or levee systems, Skilled in interpreting engineering drawings, topographic surveys, and hydrological models, proficient in AutoCAD Civil 3D, GPS surveying tools, and construction management software, knowledge of soil compaction standards, drainage systems, and erosion control techniques, capable of supervising daily construction activities and ensuring compliance with design specifications, coordinates effectively with contractors, suppliers, and environmental inspectors, maintains accurate site records, including progress reports, material usage, and safety logs	3	15
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4	Social/GBV Specialist	Degree in social sciences, law, health, or other relevant field.	5 years of professional experience in gender and/or gender-based violence-related prevention and response programming, with strong understanding of a survivor-centered approach and ethical management of sensitive GBV data in accordance with international best practices; experience working in GBV risk and impact assessment and management, including preparation and implementation of related management plans and relevant risk mitigation measures; experience in GBV and SEA/SH risk management on infrastructure construction projects. Fluency in both written and spoken English language and Portuguese shall be required.	2	5
5	Quantity Surveyor	Diploma	10 years of experience as surveyor in road construction or road rehabilitation or road maintenance. Fluency in both written and spoken English language.	2	10

6	Environmental Specialist	Degree in relevant environmental subject.	5 years of experience in environmental engineering roles, with a focus on water infrastructure and flood resilience, experience working directly with contractors on site, ensuring environmental standards are met during execution, familiarity with Environmental Management Plans (EMPs), site audits, and mitigation measures; ability to conduct site inspections to ensure compliance with environmental regulations and project specifications, experience in coordinating with site engineers, foremen, and subcontractors to implement mitigation strategies, ability to prepare documentation for environmental permits, audits, and stakeholder reporting	1	5
7	Health and safety specialist	Degree in relevant environmental / social subject. International certifications such as NEBOSH, OCHA, ISO 45001:2018 among others equivalent ones.	7 years of working experience in health and safety risk and impact assessment and management, including preparation and implementation of Contractor's Occupational Health and Safety Plans and E-ESMP for infrastructure construction projects. Fluency in both written and spoken English language and Portuguese shall be required.	1	5

8	Mechanic	Diploma in Electromechanical Engineering, Mechatronics, or Electrical/Mechanical Engineering	7 year of experience in mechanical systems design, installation, and maintenance, proven track record in water infrastructure projects such as pumping stations, floodgates, large valves, experience working with contractors on-site, coordinating installation and commissioning activities, skilled in interpreting mechanical and electrical schematics, P&IDs, and control diagrams.		15
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Non key

No.	Staff/Discipline	Academic Qualification	Minimum years of relevant work experience	Numbers	Score
<b>Non-Key staff</b>					

1	Assistant Engineer	Diploma (Civil/geotechnical)	2–5 years of experience in construction site support roles, preferably in earthworks or water infrastructure projects, exposure to dike, levee, or embankment construction is a strong asset, familiarity with site documentation, material tracking, and basic surveying, ability to read and interpret technical drawings, site layouts, and construction specifications, basic proficiency in AutoCAD, Civil 3D, or similar drafting tools, experience using GPS equipment, total stations, or laser levels for site measurements, understanding of compaction testing, drainage installation, and erosion control methods	6	NA
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2	Surveyor	Diploma in in Surveying, Geomatics, Civil Engineering, or a related field	5–7 years of experience in surveying for civil infrastructure projects, with specific exposure to flood control or water supply systems, proven experience in topographic surveys, layout marking, and control point establishment for dike alignments, Skilled in using total stations, GPS/GNSS receivers, digital levels, and laser scanners, proficient in AutoCAD Civil 3D, GIS software (ArcGIS/QGIS), and data processing tools, ability to produce longitudinal profiles, cross-sections, and topographic maps for engineering design, knowledge of coordinate systems (e.g., UTM, WGS 84) and local geodetic frameworks.	4	NA
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3	Draftsmen	Diploma Bachelor's degree in Drafting, Civil Engineering Technology, or Architecture. Certification in AutoCAD, Civil 3D, or other CAD platforms is highly desirable	3–5 years of experience preparing technical drawings for civil infrastructure projects, proven experience in drafting for earthworks, hydraulic structures, and flood control systems, familiarity with donor-funded project documentation standards (e.g., World Bank, AfDB), expert in AutoCAD, Civil 3D, and other drafting software for 2D and 3D modeling, skilled in preparing layout plans, cross-sections, profiles, and detail drawings for dikes, canals, and drainage systems, ability to interpret survey data, geotechnical reports, and engineering specifications, knowledge of drawing standards and layering conventions aligned with international codes (e.g., ISO, IEC).	2	NA
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4	Lab. Technicians	Diploma or Bachelor's degree in Civil Engineering Technology, Materials Science, or Laboratory Technology. Certification in construction materials testing or environmental lab procedures is an asset	2–5 years of experience in laboratory testing for civil engineering or water infrastructure projects, hands-on experience with soil, concrete, aggregate, and water quality testing, familiarity with standards such as ASTM, AASHTO, ISO, or equivalents, skilled in operating lab equipment for compaction tests (Proctor), Atterberg limits, sieve analysis, concrete slump and strength tests, ability to prepare and analyze samples for geotechnical and hydraulic applications, proficient in maintaining lab records, calibration logs, and test reports, knowledge of safety protocols and chemical handling procedures	3	NA
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5	Mechanics	Vocational training or diploma in Mechanical Engineering, Automotive Technology, or Heavy Equipment Maintenance. Certification in hydraulic systems, diesel engines, or welding is an asset	3–7 years of experience maintaining and repairing construction machinery, preferably in civil or water infrastructure projects, hands-on experience with excavators, bulldozers, compactors, pumps, and generators used in earthworks and flood control, familiarity with preventive maintenance schedules and emergency repair protocols, skilled in diagnosing mechanical, hydraulic, and electrical faults in heavy equipment, proficient in using diagnostic tools, repair manuals, and maintenance software, knowledge of lubrication systems, fuel systems, and cooling systems for field machinery, ability to perform welding, fabrication, and basic machining tasks	2	NA
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6	Electrician	Vocational training or diploma in Electrical Engineering, Electrotechnics, or Industrial Maintenance. Valid electrician license or certification in accordance with national or international standards (e.g., IEC, NEC)	3–7 years of experience in electrical installation and maintenance for civil infrastructure projects, proven experience with pump stations, control panels, floodgate automation, and site lighting systems, familiarity with donor-funded project requirements and safety documentation, knowledge of grounding systems, surge protection, and waterproof electrical enclosures, skilled in reading and interpreting electrical schematics, blueprints, and wiring diagrams	2	NA
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The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

### 1.5 Equipment

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

No.	Equipment Type and Characteristics	Minimum Numbers required
1	Motor Grader with ripper minimum 170 HP	8
2	Crawler excavator (360°)	8
3	Excavator (0.65m <sup>3</sup> , 115 HP min)	8
4	Tipper Truck (30 t) – 15 m <sup>3</sup>	20
5	Truck mounted crane – 30 ton	<u>2</u>
6	Tanker (16 ton) truck with sprinkler	<u>8</u>
7	Rock crusher (20 m <sup>3</sup> /Hr)	<u>2</u>
8	Bulldozer 65 HP	<u>6</u>

9	Vibratory Smooth roller compactor 18 ton	<u>4</u>
10	Vibratory sheep foot roller compactor 18 ton	<u>8</u>
11	Rubber Steel Pad Drum Vibrator CP 553	<u>4</u>
12	Tractor with Joper	<u>4</u>
13	Concrete Mixer (2,5 m <sup>3</sup> )	<u>2</u>
14	Transit concrete mixer	<u>2</u>
15	Field lab equipment for soil mechanics parameter determination and concrete strength	<u>4</u>
16	Concrete Vibrator	<u>4</u>
17	Air Compressor (39 l/s) with Jack hammer (39 kg)	<u>4</u>
18	Jackhammer mounted on 138 HP trencher Excavator	<u>4</u>
19	Generator 12 KV	<u>4</u>
20	Portable dewatering pump	<u>8</u>
21	Pump, Portable tire mounted heavy duty self-priming	<u>2</u>
22	Pickup support vehicle (all terrain 4x4)	<u>6</u>
23	Fuel tanker (8 tons)	<u>4</u>
24	DGPS for surveying	<u>2</u>
25	Drone surveyor with RTK	<u>1</u>

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

The Contractor must include and demonstrate possession of the equipment's availability as well as proof of title deed or purchase invoice.

For the equipment rented, the contractor must present the Rental Declaration or Pre-Agreement duly recognized by the Notary, and this Supplier must also.

- The bidder must have demonstrated that he owns or has access to the major equipment listed in Schedule C – Contractor's equipment.
- The bidder must have proposed a Contractor's Representative and the other Key Personnel listed in Schedule D - Key Personnel Proposed with the required qualification and experience. In addition, the CV's proposed by the bidder will be evaluated and rated as part of the rating for "Resource Mobilization Strategy".

If these requirements are not fulfilled, a technical bid may be declared inadequate and rejected.

## 2. Evaluation of Technical Proposal

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

- .....
- (a) Scoring of the Technical Proposal: The scoring methodology for each of the Technical Factors stated in ITB 32.2 is shown in the table below and shall be applied. **If a Technical Proposal receives a Total Technical Proposal Score of less than 70 (seventy), it shall be rejected.**

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

.....

### Technical Proposal Scoring Methodology

<i>Scoring weight (percentage % of maximum score for the technical factor)</i>	<i>Description</i>
[0 - 20[	<i>Required feature is absent or clearly does not fulfill the requirements of the contract</i>
[20 - 50[	<i>Required feature is present, but has important deficiencies such as unclear and insufficient information</i>
[50- 75[	<i>Sufficient information to demonstrate how the requirements will be met</i>
[75 - 100]	<i>Sufficient information to demonstrate a very good understanding of the requirements and how they will be met.</i>

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

$t_{ji}$  = the technical score for sub- factor “i” in factor “j”,

$w_{ji}$  = the weight of sub- factor “i” in factor “j”,  
 $k$  = the number of scored sub-factors in factor “j”, and

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

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

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

where:

$S_j$  = the Factor Technical Score of factor “j”,  
 $W_j$  = the weight of factor “j” as specified **in the BDS**,  
 $n$  = the number of Factors, and

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

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

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

.....  
 .....

## **3. Financial Evaluation**

### **Margin of Preference**

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

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

## (b) Group B: Bids offered by other contractors.

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

**Criteria for Financial Evaluation**

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

**Time Schedule**

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.84. No credit will be given for earlier completion.

**Life Cycle Costs**

*life cycle costing “shall not apply”.*

**Sustainable Procurement** - Not applicable

**4. Combined Evaluation**

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

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

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

Where:

$C$  = Evaluated Bid Cost

$C_{low}$  = the lowest of all Evaluated Bid Costs among responsive Bids

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

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

## 5. Multiple Contracts

If permitted under ITB 37.3, will be evaluated as follows:

- (i) **Award Criteria for Multiple Contracts [ITB 37.3]: Not Applicable**

## A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State- owned Enterprise or Institution of the Borrower country</b>	Meet conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower’s country law</b>	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	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	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2019.	Must meet requirement	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer</b>	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2019.					
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	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. <sup>4</sup>	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH	Must meet requirement (including	N/A	Must meet requirement (including each	N/A	Letter of Bid, Form CON-4

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

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		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.	each subcontractor proposed by the Bidder)		subcontractor proposed by the Bidder)		
<b>3. Financial Situation and Performance</b>							
<b>3.1</b>	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <i>USD (6) million</i> for the subject contract(s) net of the Bidder’s other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate	Must meet requirement	Must meet requirement	Must meet at least 20%	Must meet at least 60%	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	
		sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  (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 3 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement  Must meet requirement	Must meet requirement  N/A	Must meet at least 20% of requirement  Must meet requirement	Must meet at least 60% of requirement  N/A	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>USDS 30 million</b> , calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years	Must meet requirement	Must meet requirement	Must meet 20% of the requirement	Must meet 60 % of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	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 <sup>st</sup> January 2019	Must meet requirement	1. N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	<p>(i) A minimum number of 2 similar contracts or similar specified below that have been satisfactorily and substantially<sup>5</sup> completed as a prime contractor, joint venture member<sup>6</sup>, management contractor or Subcontractor between 1st January 2019 and bid submission deadline:</p> <p>(i) One (1) contract of a minimum amount of US\$ 32 million,</p> <p>(i) Two (2) contracts of a minimum amount of US\$ 20 million each, or ii. Three (3) Contracts of a minimum amount of US\$ 15 million each.</p> <p>Each of the contracts presented under this criterion must meet the following minimum essential</p>	Must meet requirement	Must meet requirement <sup>7</sup>	N/A		Form EXP 4.2(a)

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

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		requirements: Construction or Rehabilitation dikes, construction or Rehabilitation of Roads, hydraulic infrastructure or embankments.					
<b>4.2 (b)</b>		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2019 and Application submission deadline, a minimum construction experience in the following key activities successfully completed<sup>8</sup>:</p> <ul style="list-style-type: none"> <li>• Construction of 100 km of dike or similar works (roads and earth dams)</li> <li>• Total earthworks of 1.5 million m<sup>3</sup> or similar works (roads, earth dams)</li> <li>• Installation of hydraulic flood control gate valves with dimension of 2x2 m minimum</li> <li>• Drainage infrastructure totaling length 12 km of</li> </ul>	Must meet requirements	Must meet requirements	N/A	NA	Form EXP – 4.2 (b)

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		ditches and trenches					
4.2 (c)	<b>Specific Experience in Managing ES aspects</b>	<p>For the contracts in 4.2 (a) above and/or any other contracts as prime contractor, joint venture member, or Subcontractor between 1st January 2019 and Application submission deadline, experience in managing the following ES risks and impacts and any additional sustainable procurement aspects:</p> <p>At least five (5) successfully implemented contracts, whose main activities are as follows:</p> <p>((i) Preparation and implementation of contractor’s Environmental and Social Management Plan in line with requirements of international funding agencies (e.g. WB, EU, AfDB etc). Bidders shall demonstrate compliance by submitting at least two C-ESMPs they have prepared and implemented.</p> <p>(a).....</p> <p>(ii) Sexual Exploitation and Abuse Prevention and Response</p>	Must meet requirements	Must meet requirement	Must meet requirements	NA	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	
		Action Plan (EAS) (b)..... (iii) Environmental and Social Good Practices Action Plan (c)..... (iv) Stakeholder Engagement Plan (PEPI) (d)..... (v) Emergency Response Plan.					

*Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b) and 4.2(c)]*



# Section IV - Bidding Forms

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## Letter of Bid- Technical Part

*INSTRUCTIONS TO BIDDERS:*

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

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

**Date of this Bid submission:**

**Request for Bid No.:**

**Alternative No.:**

To:

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

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

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]
  - (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
  - (v) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]* \_\_\_\_\_  
\_\_\_\_\_;
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*  
*[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

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

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

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

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

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

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

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

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

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

## **Technical Proposal**

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

## **Site Organization**

*[insert Site Organization information]*

## Method Statement

*[insert Method Statement]*

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

## **Sustainable Procurement Proposal**

*[Note to Bidder: In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Works' Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements.]*

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

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

## **Construction Schedule**

*[insert Construction Schedule]*

*The construction schedule shall include the following key milestones:*

- *No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions – Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*
- *SEA and SH orientation conference*

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

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

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

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

### ***Note to the Employer:***

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

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

***Delete this Box prior to issuance of the bidding documents.***

### **Note to the Bidder:**

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

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

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

### **REQUIRED CONDUCT**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently.

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not*

*required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

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

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

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

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

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

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

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

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

### Form EQU: Contractor's Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form 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 <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

## Subcontractors

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

### *Option 1- Without Prequalification*

#### *(a) Specialized Subcontractors*

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

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

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

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

### *Option 2- After Prequalification*

#### *(a) Specialized Subcontractors*

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

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

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

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

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

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

### Contractor' Representative and Key Personnel

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

<b>5.</b>	<b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b> <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>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>
<b>6.</b>	<b>Title of position: [Cyber security Expert/s]</b> <i>[Include as required]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g., attach high level Gantt chart)]</i>

Form PER-2: Resume and Declaration Contractor’s Representative and Key Personnel **Name of Bidder**

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>	
<b>Personnel information</b>	<b>Name:</b>
	<b>Date of birth:</b>
	<b>Address:</b>
	<b>E-mail:</b>
	<b>Professional qualifications:</b>
	<b>Academic qualifications:</b>
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>
<b>Details</b>	
	<b>Address of employer:</b>
	<b>Telephone:</b>
	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>
	<b>Job title:</b>
	<b>Years with present employer:</b>

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

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

**Declaration**

I, the undersigned *[insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

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

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

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

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

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

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

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

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

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

## Local Labour Method Statement

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

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost<sup>2</sup> to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

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

- The total number of labour employed by skill category, expressed as Full-time Equivalent (FTE)<sup>3</sup> over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract for each skill category<sup>4</sup>:

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

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

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

### Notes for Bidders:

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

<sup>2</sup> For the purpose of this requirement, the Bidder should consider "costs" as only wages.

<sup>3</sup> FTE should be calculated for each skill category. Skill categories are Skilled, Semi-skilled, and Unskilled labour.

<sup>4</sup> In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

## **Bidder's Qualification following Prequalification**

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that it continues to meet the criteria used at the time of prequalification regarding:

- (a) Eligibility
- (b) Contract non-performance, pending litigation and litigation history
- (c) Environmental and Social (ES) past performance
- (d) Bank's SEA and/or SH Disqualification
- (e) Financial Situation and Performance

For this purpose, the Bidder shall use the relevant forms included in this Section.

## 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: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <li><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.</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:             <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> </li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Form ELI -1.2: Bidder's JV Information Form

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

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

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

## Form CON – 2: Historical Contract Non-Performance, Pending Litigation, and Litigation History

*[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]*

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 of the Prequalification document			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> 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 of the Prequalification document			
<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: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
<input type="checkbox"/> <input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <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

*[This form should be used only if the information submitted at the time of prequalification requires updating. 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 of the Prequalification document			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and 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>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<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., 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

*[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder, each member of a Joint Venture and each Subcontractor]*

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

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

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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 Name \_\_\_\_\_

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

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

**1. Financial data**

*(This form should be used only if the information submitted at the time of prequalification requires updating)*

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	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					

## 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 to demonstrate that they continue to meet the financial requirements at the time of prequalification.

The financial statements shall:

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

- Attached are copies of financial statements<sup>5</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>5</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

### Form FIN - 3.2: Average Annual Construction Turnover

*(This form should be used only if the information submitted at the time of prequalification requires updating)*

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

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

JV Member 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			

### 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.

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

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

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

## Form ELI -1.1: Bidder Information Form

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

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

**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: _____
<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 registration documents of the legal entity named above, in accordance with ITB 4.4.</p> <p><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.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.</p>

## Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> 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			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <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

<b>Environmental and Social Performance Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> 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"/> <b>Declaration of suspension or termination of contract:</b> 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> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

<b>Performance Security called by an employer(s) for reasons related to ES performance</b>		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<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

<b>SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements</b>
<p>We:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li> <li><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li> <li><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.</li> <li><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.</li> <li><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.</li> </ul>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p 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>

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

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

## Form FIN – 3.1: Financial Situation and Performance

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

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

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

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

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

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	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 36.1 for the exchange rate

## 2. Sources of Finance

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

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

## 2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>6</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>6</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

## Form FIN – 3.2: Average Annual Construction Turnover

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

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

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

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

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

		<b>Annual turnover data (construction only)</b>	
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>USD equivalent</b>
<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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
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.

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current US\$ Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [US\$/month]</b>
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.)**

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

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

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

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

Bidder's JV Member Name: \_\_\_\_\_

Subcontractor's Name<sup>7</sup> (as per ITB 17): \_\_\_\_\_

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

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

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

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

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:				

<sup>7</sup> If applicable

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

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

2. Activity No. Two

3. ....

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

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

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

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

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

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

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

4. ...



## Form of Bid Security - Demand Guarantee

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
[signature(s)]

## Form of Bid-Securing Declaration

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

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

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

To:

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To:

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

## Letter of Bid - Financial Part

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

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

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

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

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

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

**To:** *[insert complete name of Employer]*

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

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

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

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

Or

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

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

(i) The discounts offered are: *[Specify in detail each discount offered]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

## **Appendix to Financial Part**

## Schedule of Cost Indexation

*[Note to Employer: Schedule for Cost Indexation shall normally be applied for contracts where the specified Time for Completion exceeds 18 months. Contracts for shorter specified Time for Completion, where local or foreign inflation is expected to be high, shall also include Schedule for Cost Indexation as appropriate.]*

*It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. 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. When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to the Contract Agreement.]*

*[The formulae for price adjustment shall be of the following general type:]*

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

where:

“P<sub>n</sub>” 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<sub>n</sub>,” “E<sub>n</sub>,” “M<sub>n</sub>,” ... 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<sub>o</sub>,” “E<sub>o</sub>,” “M<sub>o</sub>,” ... 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 on the Base date, and

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

## Table of Adjustment Data

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

### Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
	Nonadjustable	—	—	—	A: ___* B: ___* C: ___* D: ___* E: ___*
<b>Total</b>					<b>1.00</b>

[\* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

### Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
	Nonadjustable	—	—	—		A: _____* B: _____* C: _____* D: _____* E: _____*
<b>Total</b>						<b>1.00</b>

[\* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

### Table C. Summary of Payment Currencies

Table: Alternative A

For ..... [insert name of Section of the Works]

Name of payment currency	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 _____				
Foreign currency # _____				
<b>Total Bid Price</b>				<b>100.00</b>
<b>Provisional sums expressed in local currency</b>	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
<b>TOTAL BID PRICE (including provisional sum)</b>				

**Table: Alternative B**

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

Summary of currencies of the Bid for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Employer]</i>

## **Bill of Quantities**

### **Notes for Preparing a Bill of Quantities**

**These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.**

#### **Objectives**

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Content**

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Daywork Schedule; and
- (d) Summary.

#### **Preamble**

The Preamble should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

#### **Rock**

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), should be provided in the Technical Specification and this definition should be used for the purposes of measurement and payment.

#### **Work Items**

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost.

General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae are used, they should relate to appropriate sections in the Bill of Quantities.

### Quantities

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

### Units of Measurement

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m <sup>3</sup> <i>or</i> cu m	millimeter	Mm
hectare	ha	month	Mon
hour	h	number	Nr
kilogram	kg	square meter	M <sup>2</sup> <i>or</i> sq m
lump sum	sum	square millimeter	mm <sup>2</sup> <i>or</i> sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

### Ground and Excavation Levels

The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

### Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise:

- (a) a list of the various classes of labour, materials, and Contractor's Equipment for which basic Daywork rates or prices are to be inserted by the bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and
- (b) a percentage to be entered by the bidder against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor's profit, overheads, supervision, and other charges.

### **Provisional Quantities and Sums**

Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific “Provisional Quantities” or “Provisional Items” in the Bill of Quantities, and *not* by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bill of Quantities. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor should be specified in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate bidding procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main bidders (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful bidder as prime contractor for the use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be following by an item in the Bill of Quantities inviting a percentage (to be quoted by the main bidder) payable on the actual expenditure from the Provisional Sum.

The provisional sums shall also include an estimated amount to cover the Employer’s portion (50%) of DAAB’s fees and expenses.

### **Summary**

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable, including DAAB fees and expenses.

## Sample Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.<sup>1</sup>

### B. Work Items

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

<sup>1</sup> The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers.

Bill No. 1—General Items;  
Bill No. 2—Earthworks;  
Bill No. 3—Culverts and Bridges;  
Bill No. 4—etc., as required;  
Daywork Schedule; and  
Summary Bill of Quantities.

2. If BDS-ITB 15.1 (a) applies, Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies. If BDS-ITB 15.1 (b) applies Bidders shall price the Bill of Quantities in the applicable currency or currencies.

***[Note to the Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 15.1.]***







## Daywork Schedule

### *[Note to the Employer:*

- (i) *A “Daywork Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.*
- (ii) *The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]*

### General

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

### Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc., as described below:
  - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with *[country of Borrower]* law. The basic rates will be payable in local currency only.

- (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:
- (i) foreign: \_\_\_ percent (to be stated by bidder).<sup>2</sup>
  - (ii) local: \_\_\_\_\_ percent (to be stated by bidder).

**[Note to the Employer:**

*This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]*

**Daywork Materials**

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
  - (b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
    - (i) foreign: \_\_\_ percent (to be stated by the bidder);<sup>3</sup>
    - (ii) local: \_\_\_\_\_ percent (to be stated by the bidder);

<sup>2</sup> The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

<sup>3</sup> The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

### Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [*Note to the Employer: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.*] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. [*Note to the Employer: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.*]
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:
  - (a) foreign: \_\_\_\_\_ percent (to be stated by the bidder).<sup>4</sup>
  - (b) local: \_\_\_\_\_ percent (to be stated by the bidder).

<sup>4</sup> The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.







### Daywork Summary

	<i>Amount<sup>a</sup></i> (      )	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. )	_____	_____

a. The Employer should insert local currency unit.

**Summary of Specified Provisional Sums  
in the Bill of Quantities**

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
		[To be entered by the Employer] provisional sums for the Employer's portion of DAAB costs	
		[To be entered by the Employer; Delete if not applicable:] provisional sums for additional ES outcomes.	
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _ )			

## Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.—		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum) *</i>	<i>(B)</i>	
<i>Specified Provisional Sums not included in subtotal of bills<sup>ii</sup></i>	<i>(C)</i>	<i>[sum]</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)<sup>i</sup></i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)<sup>ii</sup></i>	<i>(E)</i>	<i>[sum]</i>
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

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

ii) To be entered by the Employer.

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

## Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1:“None”

Under ITB 4.8 (b) and 5.1:None”

## Section VI - Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2 – Works' Requirements**



# Section VII - Works' Requirements

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# Scope of Works

# Specification

*[In drafting of the Specification, care must be taken when drafting the Work's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Borrower's country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms "or equivalent."]*

*[Any additional sustainable procurement technical requirements (in addition to the ES requirements stated in the Environmental and Social Requirements section below) for the Works shall be clearly specified. Please refer to the Bank's Procurement Regulations for Borrowers and Sustainable procurement guidance for further information. The sustainable procurement requirements shall be specified to enable evaluation of such requirements. This is a broad area and the requirements should be consistent with the objectives of the contract; (examples of such broad areas **to be detailed as appropriate** may include, but not limited to, energy efficiency, emission reduction, other methods for minimizing the carbon impact in the execution of the Works and/or the completed Works etc.) To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments and/or rated criteria evaluation for the purpose of Bid comparisons, Bidders may be invited to offer Works that exceeds the specified minimum sustainable procurement requirements.]*

*[A number of the Sub-Clauses of the General/Particular Conditions make reference to the Specification. In drafting the Specification, the Borrower should include, as appropriate, information referred to in the Conditions of Contract. In some instances, a certain contractual provision may not apply if not stated in the Specification, in other cases the default contractual provision may apply if not specifically stated otherwise in the Specification etc.]*

*[If the contract has been assessed to present potential or actual cyber security risks, the Employer shall specify cyber security requirements, including cyber security accreditations as appropriate.]*

*[If there are supply chain risks, the Employer shall require the Bidder to include its assessment of supply chain risks and proposal to manage the risks.]*

# **Environmental and Social (ES) requirements**

# Environmental and Social (ES) requirements

## Section VII.3 - Environmental and Social (ES) Requirements

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**APPENDIX I- C-ESMP TEMPLATE (REQUIRED CONTENT & MINIMAL DETAIL)**

## **Section VII.3 - Environmental and Social (ES) Requirements**

### **INTRODUCTION AND BACKGROUND**

#### **1.1 Project Overview**

This contract is part of the Regional Climate Resilience Project (RCRP) for Eastern and Southern Africa implemented by DNGRH (Employer) which is financed by the World Bank.

#### **1.2 Applicability of World Bank Environmental and Social Standards (ESS)**

The contractor shall execute all works in full compliance with the World Bank Environmental and Social Framework (ESF, 2018<sup>26</sup>) triggered by the Project, namely

- ESS 1: Assessment and Management of Environmental and Social Risks
- ESS 2: Labor and Working Conditions
- ESS 3: Resource Efficiency and Pollution Prevention
- ESS 4: Community Health and Safety
- ESS 5: Land Acquisition, Restriction on Land Use and Involuntary Resettlement
- ESS 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
- ESS8: Cultural Heritage
- ESS 10: Stakeholder Engagement and Information Disclose.

These standards are integral to the project's legal agreement and form the basis for these requirements.

#### **1.3 National Legislation**

The Contractor shall, in all matters related to the performance of the Contract, comply with all applicable Mozambique environmental and social laws and regulations. These include, but are not limited to:

- The Environmental Law (Law No. 20/97, of 1 October)
- The Regulation on Environmental Impact Assessment (Decree No. 54/2015, of 31 December)
- The Regulation on Waste Management (Decree No. 94/2014, of 31 December)
- Regulation on Hazardous Solid Waste Management (Decree No. 84/2014, of 31 December)
- Mining Law (Law No. 20/2014, of 18 August)
- Regulation of the Mining Law (Decree No. 31/2015, of 31 December)
- Mining Activity Tax Law (Law No. 28/2014, of 23 September)
- Safety and Health Regulations for Geological and Mining Activities (Decree No. 61/2006, of 26 December)
- Water Law (Law No. 16/91, of 03 August)
- Water Policy (Resolution No. 42/2016, of 30 December)
- Regulation on Flood Protection Dykes (Decree No. 78/2019, of 19 September)

<sup>26</sup> [WB ESF 2018](#)

- Regulation on water licenses and concessions (Decree No. 43/2007, of 30 October)
- Regulation on the quality of water intended for human consumption (Ministerial Decree No. 180/2004 of 15 September)
- Land Law (Law No. 19/97, of 01 October)
- Regulation of the Land Law (Decree No. 66/98, of 8 November)
- Urban Land Regulation (Decree No. 60/2006, of 26 December)
- Spatial Planning Law (Decree No. 19/2007, of 18 July)
- Regulation of the Spatial Planning Law (Decree No. 23/2008, of 1 July)
- Regulation on the Resettlement Process Resulting from Economic Activities (Decree No. 31/2012 of 8 August)
- Regulation on the Licensing of Civil Construction Activities (Ministerial Diploma No. 77/2015, of 22 May)
- Regulation on the Contracting of Public Works, Supply of Goods and Provision of Services to the State (Decree No. 79/2022, of 30 December)
- Regulation of the activity of civil works contractors and consultants (Decree No. 94/2013, of 31 December)
- The Labor Law (Lei No. 13/2023, of 27 December);
- Regulation of Mechanisms and Procedures for the Procurement of Foreign Nationals (Decree No. 88/2024, of 17 December)
- Regulation of Compulsory Social Security (Decree No. 51/2017, of 9 October)
- Law on the Protection of Persons, Workers and Job Applicants Living with HIV/AIDS (Law No. 19/2014, of 27 August)
- Law on the Protection of Workers with HIV/AIDS (Law No. 5/2002, of 5 February)
- Regulation on General Labor Inspection (Decree No. 45/2009, of 14 August)
- Regulation on the Labour Mediation and Arbitration Commission (Decree No. 30/2016, of 27 July)
- Mechanisms for the Protection and Promotion of Health, Prevention and Control of Diseases, as well as Threats and Risks to Public Health (Law No. 3/2022, of 10 February)
- Regulation Establishing the Legal Regime for Occupational Accidents and Diseases (Decree No. 62/2013, of 4 December)
- Regulations on health and safety at work in civil engineering works (Legislative Decree No. 120/71)
- Law on the prevention and combating of early marriages (Law No. 19/2019 of 22 October)
- Law on human trafficking (Law No. 6/2008 of 9 July)
- Law on the promotion and protection of children's rights (Law No. 7/2008 of 9 July)
- Law on Violence against Women (Law No. 29/2009 of 29 September)
- Regulation of Funeral Activities (Decree No. 42/90 of 29 December)
- Law on the Protection of Tangible and Intangible Assets of Mozambican Cultural Heritage (Law No. 10/88 of 22 December)
- Regulation on the Protection of Archaeological Heritage and the Composition of the National Council for Cultural Heritage (Decree No. 27/94 of 20 July); and
- Any other applicable environmental, social, health, and safety (ESHS) regulations and standards of Mozambique.

In the event of a conflict between national legislation and the World Bank's ESSs, the more stringent requirement shall apply.

## 1.4 Project and Subproject's Environmental and Social Requirements

The Bidder is deemed to have inspected the site and familiarized themselves with the following key project documents<sup>27</sup>:

- The project's Environmental and Social Management Framework (ESMF),
- Resettlement Action Policy (RAP), Environmental and Social Commitment Plan (ESCP), Framework for the Prevention and Response to Gender-Based Violence, Labor Management Plan (LMP), and the Stakeholder Engagement Plan (SEP); and
- Subproject Environmental and Social Management Plan developed by the Employer (attached to this bid documents).

## OBJECTIVES

The objectives of these General Environmental and Social Requirements are to:

- Integrate environmental and social risk management into project construction activities.
- Protect the health and safety of workers and the public.
- Minimize, mitigate, and manage adverse environmental impacts.
- Promote social inclusion, prevent social exclusion, and manage risks to Affected Communities.
- Ensure compliance with all contractual and legal obligations.

## CONTRACTOR'S GENERAL OBLIGATIONS

### 3.1 Environmental And Social Management

- The Contractor shall provide a qualified **Environmental, Health and Safety Specialist** (with minimum qualifications: degree in environmental science/engineering; 5+ years of OHS experience in civil works; experience with World Bank ESF-based projects, certified in OHS), a **occupational and safety officer** and a **Social and Gender-Based Violence Officer** on site full time (with minimum qualification: degree in social science; 5+ years of experience; experience with World Bank ESF-based projects, GBV, GRM and fluent in local language). The officers have authority and resources to implement these requirements. They must have authority to stop unsafe works and must coordinate reporting and training. CVs must be included in the proposal and subject to approval.
- Bidders must propose how they will manage E&S risks, via **Construction Environmental and Social Management Plan (C-ESMP)**: submit a draft as part of bid, and final version within 21 calendar days after contract award and before mobilization. This plan shall be based on the subproject's ESMP and ESCP. The C-ESMP shall address all identified hazards, site conditions, and the Contractor's methods and include detailed mitigation, monitoring, roles, training and budget. The subproject ESMP and C-ESMP template is included in the bidding documents so the bidders are aware of the measures to follow. No construction shall start until the Employer/Project Coordination Unit (PCU), and the Bank (when required) approve the C-ESMP.
- Integrate all environmental and social mitigation measures into their work plans, method statements, and site operations.

<sup>27</sup> <https://documents.worldbank.org/en/publication/documents-reports/documentlist?qterm=P180171>

### 3.2 Code of Conduct and Workforce Behaviour

Contractor shall adopt a Code of Conduct for all personnel (including subcontractors) to prevent sexual exploitation, sexual abuse, sexual harassment (SEA/SH), gender-based violence (GBV), child protection.

All workforces must sign the Code of Conduct before mobilization (see details in the subproject's ESMP).

### 3.3 Permits, Clearances, Heritage, and Audits

The Contractor shall obtain and maintain all permits, licenses and approvals required by Mozambican law and by the ESMP (e.g., for construction site, borrow pits, quarries, vegetation clearing permit, water abstraction, waste disposal, heritage chance-find procedure).

Any discovery of archaeological/cultural materials (e.g., archaeological artifacts, human remains, sites of cultural significance) triggers the Chance-Find Procedure (immediate stop-work, protection of the find and notification to the Resident Engineer, PCU, and the competent authorities – National Directorate of Cultural Heritage and/or provincial, district or municipal representative). Failure to comply with this obligation shall constitute a material breach of contract.

The Contractor shall fully cooperate with all audits, inspections, and environmental and social monitoring activities conducted by the Employer, the Engineer, regulatory bodies, or funders, at no additional cost. Corrective actions identified through audits shall be implemented by the Contractor at its own expense.

### 3.4 Due Diligence for Sensitive Ecological Sites

If works are within/adjacent to protected areas or high biodiversity value areas, additional mitigation, offsets and monitoring required. Contractor must avoid 'fatal biodiversity' sites identified under national regulation and ESMP.

### 3.5 Environmental Mitigation Measures

The Contractor shall implement environmental control measures, including but not limited to:

- Air quality: control dust from construction activities and vehicle movements (watering, speed limits, wheel washing).
- Noise and vibration control: comply with noise level limits, particularly near sensitive receptors (homes, schools, hospitals), and restrict noisy activities to permissible hours as per local regulations (limits and barriers where necessary), and vibration control.
- Erosion / sediment control (sedimentation ponds, drainage lines), protection of water bodies.
- Water management: prevent contamination of surface and groundwater. Control sedimentation through silt fences, sediment basins, and other measures. Minimize water consumption.
- Waste management, hazardous materials and storage and spill response.
  - The Contractor shall prepare and implement a Waste Management Plan and Hazardous Materials Management Plan (including fuel/oil storage bunding, spill kits, manifesting of hazardous wastes, licensed disposal). No on-site burning of wastes. Records of waste handling and final disposal location must be kept.
- Management of extraction/filling areas (borrow pits).
- Restoration of sites:
  - Dismantling / clean up at end.

– and restoration and rehabilitation measures at the end of the works.  
Detailed requirements provided in the subproject's ESMP.

### 3.6 Labor, Working Conditions and Occupational Health & Safety (OHS)

- The Contractor shall adhere to ESS2 and Mozambican Labor Law, including:
  - Non-Discrimination and Equal Opportunity: Employment decisions based on merit.
  - Safe and Inclusive Workplace: Free from harassment, sexual exploitation and abuse (SEA), and gender-based violence (GBV).
  - Workers' Organizations: Respect the right of workers to organize.
  - Child and Forced Labor: Prohibit the use of child labor and forced labor.
  - Grievance Mechanism: Provide an effective, anonymous mechanism for workers.
  - Terms of Employment: Provide clear contracts, timely payment of wages, and benefits as per national law.
- The Contractor shall prepare and implement an OHS Plan (aligned with ESS2/ESS4, national labor law and provisions of the subproject's ESMP).
  - Provide Personal Protection Equipment (PPE) and enforce its use, ensure all equipment and machinery are well-maintained and safe to operate, first-aid facilities and trained personnel on site, worker accommodation standards, safety training, danger and orientation signage, subcontractor flow-downs, and a labor grievance mechanism.
  - Establish clear emergency response procedures for incidents such as fires, accidents, and medical emergencies.
  - Maintain record of accidents, near misses, immediate notification of serious incidents.
- The Contractor shall comply with the Project's Labor Management Procedures (LMP), Mozambican labor legislation, and applicable collective bargaining agreements.
- Payment of wages in cash is strictly prohibited. All wage payments shall be made through traceable and verifiable financial mechanisms.
- The Contractor shall prioritize hiring local labor, in accordance with the Occupational Health and Safety Management Plan (OHSMP) and the LMP, and report monthly on workforce composition.

### 3.7 Community Health & Safety (Including Sexual Exploitation and Abuse – Sea / Sexual Harassment - SH)

- The Contractor shall implement measures to manage risks to the community (traffic, dust, noise, visual, waste, water contamination).
- **Traffic Management:** Develop and implement a Traffic Management Plan to ensure the safety of both construction traffic and the public.
- **Site Security:** If private security is employed, they shall be trained in the use of force proportionate to the threat and in human rights.
- **Public Safety:** Erect fencing, signage, and barriers to prevent unauthorized access to the site.
- **Emergency Preparedness:** Include the local community in emergency response planning where their safety could be affected.
- Adopt measures to minimize influx (local hiring where possible), labor influx management plan and Action Plan for SEA/SH with training, code of conduct for workers, confidential reporting mechanisms, and victim-centered referral.

### **3.8 Stakeholder Engagement and Information Disclose**

- The Contractor shall, in coordination with the Employer, conduct periodic community meetings to inform about construction progress, potential disruptions, and Grievance Redress Mechanism (GRM) access. The GRM shall ensure:
  - Anonymous and confidential reporting;
  - Acknowledgment of complaints within 3 days;
  - Resolution within 15 working days;
  - No retaliation against complainants.
  - All grievances and actions taken shall be recorded and reported monthly to the Employer.
- All project-related information, including the C-ESMP and GRM procedures, shall be disclosed in a culturally appropriate manner and in local languages (e.g., Portuguese, and if relevant Xichangana).

### **3.9 Reporting, Incidents & Audits**

- The Contractor shall maintain comprehensive records of environmental and social performance, including waste manifests, monitoring data, incident reports, and grievance logs.
- These records shall be made available to the Engineer, Employer, and the World Bank upon request.
- The Contractor shall permit periodic environmental and social audits by the Employer or the World Bank.
- Contractor must submit monthly E&S monitoring reports plus immediate incident reports for any environmental incidents, serious injuries, fatalities, SEA/SH or community complaints. Incident reporting timeframe: immediate notification to Employer/PCU and the Bank per ESCP (e.g., within 48 hours for serious incidents) and follow-up written report within 7 days.
- The Contractor shall comply with the World Bank's Environmental and Social Incident Response Guide (ESIRT). All incidents shall be classified and reported to the Engineer within the required timeframes. Serious incidents, including fatalities, allegations of environmental and social harm, and major environmental events, may result in the suspension of the Works until corrective actions are taken.

### **3.10 Training & Awareness**

Contractor to implement induction training for all workers (E&S, OHS, GBV/SEA awareness, worker code of conduct) and toolbox talks weekly for key hazards. Records of attendance and training materials must be kept.

### **3.11 Demobilization, Dismantling, and Rehabilitation**

Prior to the issuance of the Taking-Over Certificate, the Contractor shall completely dismantle all camps, workshops, storage areas, and auxiliary facilities and rehabilitate the affected sites in accordance with the ESMP Demobilization and Rehabilitation Plan, to the satisfaction of the Engineer.

### **3.12 Hierarchy Clause**

In the event of any inconsistency between the Bidding Documents, the EIA/ESMP, and the ESCP, the more stringent ESHS requirement shall prevail.

## **CONTRACTOR'S ESHS MANAGEMENT STRATEGY AND IMPLEMENTATION PLANS (MSIP)**

- Bidders shall submit, as part of their proposal, an Environmental, Social, Health, and Safety Management Strategy (ESHMS) and Bidder's Implementation Plans (BIP) proportionate to the risks identified in the EIA/ESMP. Failure to submit an adequate BIP will render the proposal non-responsive.
- Minimum content of the MSIP: organizational structure and ESHS team; OSH risk management and emergency preparedness; prevention and response measures for SEA/SH; workforce management and worker accommodation; community health, safety, and traffic management; environmental controls; ESHS monitoring framework; demobilization and rehabilitation concept; and ESIRT incident classification and notification procedures.

## **CONTRACT ENFORCEMENT & SANCTIONS**

Failure to comply with the Environmental and Social Requirements shall constitute a breach of contract. The Employer may, upon written notice, require the Contractor to:

- a) Rectify the breach within a specified timeframe.
- b) Suspend relevant works until compliance is achieved.
- c) Withhold payments until corrective actions are verified.
- d) Consider termination of the contract in cases of persistent or major non-compliance.

Repeated or serious non-compliance with ESHS (Health, Safety, and Environment) standards, including failure to implement approved ESHS plans, TRA/SA (Traffic and Supervision Accidents) incidents, or serious OSH (Occupational Safety and Health) incidents, shall constitute grounds for suspension of the Works and, if not remedied, termination of the contract.

## **MINIMUM E&S STAFFING, QUALIFICATIONS & EQUIPMENT (TO INCLUDE AS PASS/FAIL)**

- **Environmental, Occupational Health and Safety Specialist:** degree in environmental management/ engineering or similar certifications, 5+ years of experience on WB ESF projects, certified OHS training, first aid trained.
- **Full-time Occupational Health and Safety (OHS) Officer:** degree in relevant areas, 5+ years of experience in WB ESF projects.
- **Full-time Social and Gender Based Violence Officer:** degree in social science, anthropology or equivalent, 5+ years of experience on WB ESF projects, experience in GBV, stakeholder engagement, and fluent in local language.
- All personnel shall be acceptable to the Engineer and maintained for the entire duration of the Works.
- **Emergency equipment:** spill kits on each fuel storage, fire extinguishers, first aid kits, PPE stock.

(Include CVs and licenses in the bid.)

## MINIMUM CONTRACTUAL REPORTING & TIMELINES

- **C-ESMP:** submission 21 days after award; approval before mobilisation;
- **Monthly E&S Report (to PCU):** due 7th calendar day following reporting month (implementation status, monitoring results, training records, complaints log).
- **Serious incident notification:** immediate verbal/email notification to PCU; written follow-up within 48 hours; full incident report & corrective action plan within 7 days.

## BUDGET LINES TO REQUIRE FROM BIDDERS (MUST BE INCLUDED IN FINANCIAL OFFER)

- All costs associated with compliance with the ESIA/ESMP, including ESHS awareness campaigns, training, monitoring, inspections, and reporting, shall be deemed included in the Contract Price, unless otherwise specified in the Bill of Quantities.
- Environmental specialist, Occupational Health and Safety officer and Social and GBV Officer salaries and backstopping.
- Training (induction + refresher + GBV/SEA/First Aid).
- Monitoring (equipment, lab tests, external monitoring if required).
- Waste management (containers, licensed disposal fees).
- Emergency response (spill kits, first aid supplies).
- Rehabilitation / site restoration at demobilization
- Require bidders to provide a detailed E&S budget and explain how these costs are allocated across the schedule.

## BID EVALUATION SUGGESTIONS (SCORING / PASS-FAIL)

- Pass/fail:
  - evidence of E&OHS and S&GBV Officers CV
  - basic OHS plan at bid stage
  - commitment to submit C-ESMP before mobilization.
- Scored criteria (proposal):
  - Quality of proposed C-ESMP approach (30%),
  - OHS system & past performance (20%),
  - CVs of E&OHS and S&GBV Officers (15%),
  - E&S budget realism (15%), and
  - GRM & community approach (20%).

## BID SECURITY AND ESHS PERFORMANCE SECURITY

The Proposal Guarantee shall be set at 2% of the Proposal Price. Failure to comply with ESHS (Health, Safety, and Environment) standards, including serious HSE (Health and Safety at Work) incidents, TRA/SA (Traffic and Supervision Accidents) incidents, failure to implement approved ESHS plans, or failure to comply with ESIRT (Serious and Hazardous Incident Response Team) requirements, may result in partial or full enforcement of the Performance Guarantee, without prejudice to other contractual measures.



**APPENDIX I - C-ESMP TEMPLATE  
(REQUIRED CONTENT & MINIMAL DETAIL)**

1. Executive summary
2. Project and site description (works packages, location maps)
3. Legal, regulatory and ESS requirements (list national permits + ESF requirements) — reference ESCP obligations.
4. Roles and responsibilities (Org chart; E&S Officer, OHS, QA/QC, community liaison)
5. Risk assessment and impacts summary (site-specific)
6. Mitigation measures matrix (see sample below)
7. Monitoring plan (parameters, frequency, responsibilities, thresholds — see table below)
8. Emergency preparedness & response (spills, injuries, fire, community events)
9. Waste & hazardous materials management plan
10. Traffic management plan (including seasonal issues)
11. OHS Plan (PPE, medical, reporting, contractor induction)
12. Labor & working conditions (worker code of conduct, living conditions, subcontractors, workers’ grievance)
13. Community engagement & GRM (phone/email, office hours, recordkeeping)
14. SEA/SH prevention & response plan (Code of Conduct, training, referral map). ([World Bank Docs][4])
15. Chance-find procedure for cultural heritage
16. Biodiversity protection measures
17. Training plan (topics, schedule, attendance matrix)
18. Implementation schedule (linked to construction workplan)
19. Budget (ES&H line items) — must be explicit and included in financial proposal
20. Recordkeeping, reporting and audit plan (monthly E&S reports to PCU; incident reporting timelines)
21. Annexes: maps, material safety data sheets (MSDS), permits, monitoring forms, training sign-in sheets, template incident report

**EXAMPLE MITIGATION TABLE (SHORT SAMPLE — INCLUDE IN C-ESMP)**

Issue	Potential impact	Mitigation measure	Responsible	Timing
Dust from earthworks	Reduced air quality, nuisance	Watering accesses, speed limits, cover trucks >1.5t, wheel-wash at exit, monitor dust complaints	Contractor E&S / Site manager	During earthworks; continuous
Fuel / oil spills	Soil & water contamination	Use lined bunded fuel storage, drip trays, trained refueling, spill kit, containment plan	Contractor HSE	Before operations; ongoing

Issue	Potential impact	Mitigation measure	Responsible	Timing
Increased traffic	Community safety	Traffic management plan, flaggers, signage, temporary crossings, speed limits, restricted movements in school hours	Contractor / Traffic coordinator	During works
Worker influx and GBV risk	Increased SEA/SH incidents	Code of Conduct, worker induction, GBV awareness, confidential reporting & referral pathway, monitor hotspots	Contractor E&S	Pre-mobilisation + ongoing

#### EXAMPLE MONITORING TABLE (SHORT SAMPLE)

Parameter	Location	Frequency	Threshold / Action	Responsible
OHS incidents	Site	Immediate reporting; monthly summary	Serious incident -> notify PCU and bank within 48 hours; root cause and CA report in 7 days	Contractor Supervision PCU
Dust	Site	Daily	Invisibility in one meter	Contractor / Supervision



## Contractor's Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.*

*Where a Project SEA risks are assessed to be substantial or high, the Employer shall include a Sexual Exploitation, Abuse and Harassment expert(s).]*

### Contractor's Representative and Key Personnel

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

## **Drawings**

## **Supplementary Information**





## Contractor’s Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.*

*Where a Project SEA risks are assessed to be substantial or high, the Employer shall include a Sexual Exploitation, Abuse and Harassment expert(s).]*

### Contractor’s Representative and Key Personnel

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3	<i>[Health and Safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment  <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g., 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
6	<i>[If the contract has been assessed to present potential or actual cyber security risks, the Bidder must be required to include Cyber security expert/s among the Key Personnel.]</i>		
7.	<i>modify as appropriate</i>		

## **Drawings**

## **Supplementary Information**

## **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, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the World Bank’s COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e., “Conditions of Contract for Building and Engineering Works Designed by the Employer” must be obtained from FIDIC.

**International Federation of Consulting Engineers (FIDIC)**

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FIDIC code: ISBN13 : 978-2-88432-084-9

## **Section IX - Particular Conditions**

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

## Conditions

### Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	Not Applicable
Employer's name and address	1.1.31	<b>Ministério das Obras Públicas, Habitação e Recursos Hídricos,</b> <b>Departamento das Aquisições</b> <b>Address:</b> Av. Karl Max, n° 606, R/C, Caixa Postal n° 28 <b>e-mail:</b> <a href="mailto:procurement.prrc@dngrh.gov.mz">procurement.prrc@dngrh.gov.mz</a> ; <b>Web:</b> <a href="http://www.dngrh.gov.mz">www.dngrh.gov.mz</a> <b>Maputo- Moçambique</b>
Engineer's name and address	1.1.35	COBA/SALOMON, LDA
Bank's name	1.1.89	World Bank
Borrower's name	1.1.90	<b>Ministério das Obras Públicas, Habitação e Recursos Hídricos – Direcção Nacional de Gestão de Recursos Hídricos</b>
Time for Completion	1.1.84	24 months
Defects Notification Period	1.1.27	365 days. (one year)
Sections	1.1.73	
Electronic transmission system	1.3 (a) (ii)	<a href="mailto:procurement.prrc@dngrh.gov.mz">procurement.prrc@dngrh.gov.mz</a> ;
Address of Employer for communications:	1.3(d)	Direcção Nacional de Gestão de Recursos Hídricos Rua da Imprensa, n° 162, 2° andar Maputo-Moçambique
Address of Engineer for communications:	1.3(d)	tbn
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	Mozambique
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

Conditions	Sub-Clause	Data
Number of additional paper copies of Contractor's Documents	1.8	4 ( <i>four</i> )
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	( <i>sum</i> )
Site	1.1 74	<b>Chókwè Dyke in Limpopo River Basin (South Section)</b>
Time for access to the Site	2.1	No later than the Commencement Date
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 0.5% shall require written consent of the Employer.
Cyber security- Contractor's obligations	4.1	N/A
Performance Security	4.2	The Performance Security will be in the form of a demand guarantee in the amount(s) of 8 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of 2 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount
Period for notification of errors in the items of reference	4.7.2 (a)	30 (Thirty) Days
Period of payment for temporary utilities	4.19	45 (forty-five) Days
Number of additional paper copies of progress reports	4.20	3 (three)
Cyber security	4.20	N/A
Cyber security-immediate reporting	4.20	N/A
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	30% (thirty percent)
Parts of the Works for which subcontracting is not permitted	5.1(b)	N/A
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the

Conditions	Sub-Clause	Data
		employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	8 (eight)
Number of additional paper copies of program	8.3	3 (three)
Delay damages payable for each day of delay	8.8	0.05% (zero-point zero five percent) of the Accepted Contract Amount, less provisional sum, for DAAB.
Maximum amount of delay damages	8.8	10% (ten percent) of the Accepted Contract Amount less provisional sum for DAAB.
Cyber security- Variation	13.3.1(a)	N/A,
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	NA
Total advance payment	14.2	20% (twenty percent) of the Accepted Contract Amount excluding provisional sums and contingencies payable in the currencies and proportions in which the Accepted Contract Amount is payable
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums is: 10 % (b) percentage deductions for the repayment of the Advance Payment is : 25% <i>[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]</i>
Period of payment	14.3	Within 30 days
Number of additional paper copies of Statements	14.3(b)	3 (three)
Percentage of retention	14.3(iii)	5% (five percent)
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5% (five percent)
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped: N/A.
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site NA.
Minimum Amount of Interim Payment Certificates	14.6.2	2.5%

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
Cyber security- withholding payments	14.6.2	N/A
Period of payment of Advance Payment to the Contractor	14.7(a)	28 (twenty-eight) days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	60 (sixty) days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	30 (thirty) days
Period for the Employer to make final payment to the Contractor	14.7(c)	60 (sixty) 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	0.05%
Number of additional paper copies of draft Final Statement	14.11.1(b)	3 (three)
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<i>10 year return period flood.</i>

Conditions	Sub-Clause	Data
Permitted deductible limits	19.1	insurance required for the Works: 0.25% of contract amount insurance required for Goods: 0.20% insurance required for liability for breach of professional duty: 0.25 insurance required against liability for fitness for purpose (if any is required): N/A  insurance required for injury to persons and damage to property: 0.2% of contract amount  insurance required for injury to employees: 0.25%  other insurances required by Laws and by local practice: 0.15% of contract amount
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	N/A
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	10 year return period flood  Cyclone category 3
Extent of insurance required for Goods	19.2.2	See clause 19.1
Amount of insurance required for Goods		See clause 19.1
amount of insurance required for liability for breach of professional duty	19.2.3(a)	See clause 19.1
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes
Period of insurance required for liability for breach of professional duty	19.2.3	30 month
Amount of insurance required for injury to persons and damage to property	19.2.4	See clause 19.1
Other insurances required by Laws and by local practice (give details)		30 month

Conditions	Sub-Clause	Data
Time for appointment of DAAB member (s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	1 (one) Member One sole Member
List of proposed members of DAAB	21.1	Proposed by Employer 1. <b>Malith Mendis</b> _____ Proposed by Contractor [ <i>Attach CVs to the Contract</i> ] 1. _____

## Part B - Special Provisions

- Sub-Clause 1.1.49** The Sub-Clause is replaced with:
- Laws** “**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** The Sub-Clause is replaced with:
- Site** “**Site**” means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
- Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88**
- Sub-Clause 1.1.89 Bank** “**Bank**” means the financing institution (if any) named in the Contract Data.
- Sub-Clause 1.1.90 Borrower** “**Borrower**” means the person (if any) named as the borrower in the Contract Data.
- Sub-Clause 1.1.91 ES** “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- Sub-Clause 1.1.92 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)** “**Sexual Exploitation and Abuse**” “**(SEA)**” means the following:
- Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- “Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.

**“SEA/SH Prevention and Response Obligations”** means the Contractor’s obligations in regard to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.25, 5.1, 6.9, 6.27, and 6.28.

**Sub-Clause 1.2**  
**Interpretation**

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

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

“he/she” is replaced with:” it;”

“him/her” is replaced with “it;”

“his” and “his/her” are replaced with: “it’s;”

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

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

sub-paragraph (k) is added:

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

**Sub-Clause 1.5**  
**Priority of Documents**

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

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

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

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

and the list renumbered accordingly.

**Sub-Clause 1.6**  
**Contract Agreement**

The last paragraph is replaced with:

“If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 [*Joint and Several Liability*].”

**Sub-Clause 1.12**  
**Confidentiality**

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

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

**Sub-Clause 1.17**

**Inspections & Audit by  
the Bank**

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

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

**Sub-Clause 2.4**

**Employer’s Financial  
Arrangements**

The first paragraph is replaced with:

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

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

“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”

**Sub-Clause 2.6**  
**Employer-Supplied**  
**Materials and**  
**Employer's Equipment**

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

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

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

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

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

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

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

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

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

When made available by the Employer, the Contractor shall visually inspect the Employer's Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such

instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

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

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

**Sub-Clause 2.7**

**SEA/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 paragraph, “shall” is replaced with: “should.”

**Sub-Clause 4.1**

The following is inserted after the paragraph “The Contractor shall execute the Works...”:

**Contractor's General  
Obligations**

“The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors’ Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

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

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

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

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

The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

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

The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively.

“if so stated in the Specification, the Contractor shall:

- (i) design structural elements of the Works taking into account climate change considerations;
- (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people

of all ages and abilities in different situations and under various circumstances;

(iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and

(iv) any other requirement stated in the Specification.”

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

“The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

(i) are affected or likely to be affected by the Contract; and

(ii) may have an interest in the Contract.

The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”

#### **Sub-Clause 4.2**

#### **Performance Security and ES Performance Security**

The first paragraph is replaced with:

“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency

acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”

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

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

**Sub-Clause 4.2.1**

**Contractor’s  
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer.”

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

**Sub-Clause 4.2.2**

**Claims under the  
Performance Security**

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

**Sub-Clause 4.2.3**

**Return of Performance  
Security**

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

**Sub-Clause 4.3**

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

**Contractor's  
Representative**

shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**Sub-Clause 4.6**

The following is added after the first paragraph:

**Co-operation**

“The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”

**Sub-Clause 4.8**

**Health and Safety  
Obligations**

The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):

“

- (h) provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;
- (i) actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, and provision of personal protective equipment without expense to the Contractor’s Personnel;
- (j) put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (k) Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

- (m) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”

The second and third paragraphs are replaced with the following:

“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 [*Preparation and Review*].

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
  - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
  - (ii) details of the training to be provided, records to be kept;
  - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
  - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

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

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

**Sub-Clause 4.15**

**Access Route**

The following is added at the end of Sub-Clause 4.15:

“The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor’s Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.”

**Sub-Clause 4.18**

**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 paragraph is added prior to the paragraph starting with: "However, nothing stated...": "Unless otherwise stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation."

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

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

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers'

personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

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

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

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

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

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

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

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

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

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

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

**Sub-Clause 4.23**

The first paragraph is replaced with the following:

**Archaeological and Geological Findings**

“All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant Laws.”

**Sub-Clause 4.24****Suppliers (other than Subcontractors)****4.24.1 Forced Labour**

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**4.24.2 Child labour**

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**4.24.3 Serious Safety Issues**

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the

supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

#### **4.24.4 Obtaining natural resource materials in relation to supplier**

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from riverbeds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

#### **Sub-Clause 4.25 Code of Conduct**

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

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

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

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

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

**Sub-Clause 5.1**  
**Subcontractors**

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

“The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations.

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

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

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

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

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

**Sub-Clause 5.2.2**  
**Objection to Nomination**

In sub-paragraph (c):

“and” is deleted from the end of (i);

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

The following is then added as (iii):

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

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

The following paragraphs are added at the end of the Sub-Clause:

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and

understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes Contractor's foreign personnel."

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

The following paragraphs are added at the end of the Sub-Clause:

"The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

**Sub-Clause 6.5 Working**  
**Hours**

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

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

**Sub-Clause 6.6**

The following is added as the last paragraph:

**Facilities for Staff and Labour**

“If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel as stated in the Specification.”

**Sub-Clause 6.7**

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

**Health and Safety of Personnel**

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

**Sub-Clause 6.9**

The Sub-Clause is replaced with:

**Contractor’s Personnel**

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

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

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

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

Subject to the requirements in Sub-Clause 4.3 [*Contractor’s Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of

(a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

**Sub-Clause 6.10**

Sub-Clause 6.10(a) is replaced with the following:

**Contractor's Records**

"Occupations, actual working hours for each class and skill category of Contractor's Personnel including identifying those engaged through local labour."

**Sub-Clause 6.12**

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

**Key Personnel**

"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 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.

<b>Sub-Clause 6.16</b> <b>Measures against Insect and Pest Nuisance</b>	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.
<b>Sub-Clause 6.17</b> <b>Alcoholic Liquor or Drugs</b>	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.
<b>Sub-Clause 6.18</b> <b>Arms and Ammunition</b>	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.
<b>Sub-Clause 6.19</b> <b>Festivals and Religious Customs</b>	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
<b>Sub-Clause 6.20</b> <b>Funeral Arrangements</b>	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.
<b>Sub-Clause 6.21</b> <b>Forced Labour</b>	<p>The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>

**Sub-Clause 6.22****Child Labour**

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

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

**Sub-Clause 6.23****Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the name, age, gender, hours worked, category of skill (i.e. skilled, semi-skilled or unskilled), wages paid to all workers, and whether they are local labour as specified in Sub-Clause 6.1. These records shall be submitted to the Engineer on a monthly basis. The Employer will use the records to submit periodic reports to the Bank on local labour engagement. These records shall be included in the details to be submitted by the

Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

**Sub-Clause 6.24**  
**Workers' Organisations**

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

**Sub-Clause 6.25**  
**Non-Discrimination and Equal Opportunity**

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

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

**Sub-Clause 6.26**  
**Contractor's Personnel Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which

shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

**Sub-Clause 6.27**

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

**6.27.1 The Contractor's SEA/SH Response Mechanism**

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 referred to in Sub-Clause 4.8

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

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

**Sub-Clause 7.3 Inspection**

The following is added in the first paragraph after “Employer’s Personnel” “(including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)”

The following is added as (b) (iv):

“(iv) carryout environmental and social audit, and”

**Sub-Clause 7.7**

**Ownership of Plant and Materials**

The following is added before the first paragraph:

“Except as otherwise provided in the Contract,”

**Sub-Clause 8.1**

**Commencement of Work**

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

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

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

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

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

**Sub-Clause 8.3**

The following is added as Sub-Clause 8.3(l):

“Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)”.

**Sub-Clause 11.7**

**Right of Access after Taking Over**

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

**Sub-Clause 13.3.1**

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of

**Variation by Instruction** the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data.”

**Sub-Clause 13.4** The following is inserted as the penultimate paragraph:

**Provisional Sums** “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** The following paragraph is added at the end of the Sub-Clause:

**Adjustments for Changes in Laws** “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 following is added at the end of the Sub-Clause:

**The Contract Price** “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 in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer.”

**Sub-Clause 14.3**

**Application for Interim  
Payment**

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

**Sub-Clause 14.6.2**

**Withholding (amounts in)  
an IPC**

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

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

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include working outside site boundaries, excessive

dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s);

(d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met.

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

#### **Sub-Clause 14.7**

#### **Payment**

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

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

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

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

Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

**Sub-Clause 14.9**

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 14.15**  
**Currencies of Payment**

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

**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:  
“  
i. deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied materials and Employer's Equipment*]; and  
ii. remove all other Goods from the Site, except as necessary for safety, and leave the Site.”
- Sub-Clause 17.1** *[If Employer- Supplied Materials are listed in the Specification*
- Responsibility for Care of** *for the Contractor's use in the execution of Works, include the*
- the Works** *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 17.7**

The following Sub-Clause is added as 17.7:

**Use of Employer's  
Accommodation/Facilities**

"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**

Sub-paragraph (c) is substituted with:

**Exceptional Events**

"(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**

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

**Consequences of an  
Exceptional Event**

", 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**

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

**Optional Termination**

**Sub-Clause 19.1**

The following paragraphs are added after the first:

**General Requirements**

"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 19.2.5**  
**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 DAAB 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 DAAB Agreement**

**1. Definitions**

Sub-Clause 1.4 "DAAB Activities." At the end, the following is added: "This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract."

In Sub-Clause 1.8 a(i): “authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer.”

**2. General Provisions**

Sub-Clause 2.2 is deleted in its entirety.

**3. Warranties**

Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:

- 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.

**Annex- DAAB Procedural Rules**

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

Rule 3.7 The following is added after the sentence: “The agenda shall include review of the (i) Contractor’s compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer’s failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions.”

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

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

# Particular Conditions

## Part C- Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner<sup>1</sup>; (ii) to be a nominated <sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers,

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

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

suppliers, agents, personnel, permit the Bank to inspect <sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Particular Conditions

### Part D- Environmental and Social (ES)

#### Metrics for Progress Reports

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

*Metrics for regular reporting:*

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

(by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

- f. *worker accommodations:*
  - (i) number of expats housed in accommodations, number of locals;
  - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
  - (i) number of new workers, number receiving induction training, dates of induction training;
  - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
  - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
  - (i) Worker grievances;
  - (ii) Community grievances
- l. *Traffic, road safety and vehicles/equipment:*
  - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done):*
  - (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
  - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## Particular Conditions

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

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

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

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

Contract reference *[insert contract reference]*

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

<b>SEA and/or SH Declaration</b>
<p>We:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</li> <li><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</li> <li><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.</li> <li><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.</li> <li><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.</li> </ul>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p> <p 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>

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 ( <b>as per (e) above</b> ) [ <i>attach details as appropriate</i> ]. _____ _____

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 \_\_\_\_\_, \_\_\_\_\_



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51. **Section X - Contract Forms**

**Table of 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, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]*

*[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

**1. The successful Bidder**

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bidder]</i>
<b>Total combined score:</b>	<i>[insert the total combined score of the successful Bidder]</i>

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical and combined scores.]*

<b>Name of Bidder</b>	<b>Technical Score</b>	<b>Bid price</b>	<b>Evaluated Bid Cost</b>	<b>Combined Score</b>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

<i>[INSTRUCTIONS; State the reason/s why <u>this</u> 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.]</i>
---

#### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

#### 5. How to make a complaint

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

**Fax number: *[insert fax number] delete if not used***

**At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.**

**Further information:**

**For more information, see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.**

**In summary, there are four essential requirements:**

- 1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.**
- 2. The complaint can only challenge the decision to award the contract.**
- 3. You must submit the complaint within the deadline stated above.**
- 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).**

## **6. Standstill Period**

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

**The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.**

**The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.**

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

Email: \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

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

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

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

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

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

**To:** *[insert complete name of Employer]*

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

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

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares  (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder  (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
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**OR**(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

**OR**(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

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

**Name of the Bidder:** *\*[insert complete name of the Bidder]* \_\_\_\_\_**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]* \_\_\_\_\_**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]* \_\_\_\_\_**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* \_\_\_\_\_**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]* \_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the addenda Nos \_\_\_\_\_ (if any);
  - (d) the Particular Conditions;
  - (e) the General Conditions;
  - (f) the Specification;
  - (g) the Drawings; and
  - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ES Management Strategies and Implementation Plans;
    - ii. Code of Conduct for Contractor’s Personnel (ES);
    - iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration; and
    - iv. Local Labour Method Statement.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year specified above.

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)

## Performance Security- Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

---

*[signature(s)]*

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

## Performance Security- Option 2: Performance Bond

By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_ day of \_\_\_\_, 20\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Environmental and Social (ES) Performance Security

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_[Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

---

*[signature(s)]*

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

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_, 2\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_  
[signature(s)]

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

<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

# Retention Money Security

## Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.

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

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

\_\_\_\_\_  
*[signature(s)]*

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

<sup>2</sup> *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*