STANDARD PROCUREMENT DOCUMENT

**Standard Bidding Document for Procurement of Plant Design, Supply and Installation**

**in Projects with Financing from KfW**

For use in two stage international competitive bidding procedure  
with qualification for plant design, supply and installation contracts

Version: January 2019

**Preface**

This Standard Bidding Document (“SBD”) for Procurement of Plant Design, Supply and Installation has been prepared by KfW Development Bank (“KfW”) and is based on the Master Procurement Document “Standard Bidding Documents for Procurement of Works and User’s Guide” developed by the Multilateral Development Banks and International Financing Institutions, which represents the best practices of these institutions.

Project Executing Agencies (referred to hereafter as “Employers”) shall use this SBD in the procurement of plant design, supply and installation, financed in whole or in part by KfW in two stage International Competitive Bidding (ICB) procedures with pre-qualification for plant design, supply and installation contracts. The works requirements included herein have been extended to include environmental and social and health and safety requirements (ESHS). These requirements need to be adopted to reflect the ESHS impacts and risks of the implementation of the particular works contract.

This SBD is to be used for the selection of Bidders in two-stage International Competitive Bidding procedures with prequalification as described in KfW’s Guidelines for Procurement (“Guidelines”) and where applicable, in National Competitive Bidding procedures. Employers should seek advice from local competent sources to ascertain its comprehensiveness as well as its suitability in terms of the applicable law. KfW will not be liable for the use of this document by Employers in part or full.

In a two-stage procedure the qualification of Bidders and the invitation of qualified Bidders to submit bids are undertaken in two separate stages. In the first stage prospective applicants are invited to submit applications with their proof of qualification to bid for the Plant Design, Supply and Installation. In the second stage, Bidders qualified in the first stage are then invited to submit a Technical and Financial Bid.

Depending on the evaluation method applied in the second stage, the Technical and Financial Bids are to be placed in either one or two separate envelopes. A combined scoring system is most suitable when the tender documents provide a functional description of the contractual content and Bidders are requested to propose their technical solution. The Technical Bid is evaluated against the scoring system published in the tender documents. This requires that the Technical and Financial Bids are to be placed in two separate envelopes, whereby the scores of the Technical and Financial Bids will be added together after appropriate weighting. The Bidder with the most economically advantageous Bid will then be awarded the Contract. The opening of the bids takes place in two public sessions. In the first public session, only the Technical Bids will be opened and examined for completeness. In the second public session, only the Financial Bids of those Bidders who have fulfilled the defined criteria for the Technical Bids will be opened.

Should the Employer decide not to use the combined scoring system, then the Technical and Financial Bids may be placed in one envelope and the award of the Contract will be based on the evaluation of the Financial Bids only. A pass/fail verification of the Technical Bid does not require a bid submission in two separate envelopes. The opening of the bids takes place in one public session, where the Technical and Financial Bids will be opened and examined for completeness.

*[The italicized text in square brackets]* is notes to the Employer, providing guidance to the Employer in preparing a specific bidding document. Notes to the Employer shall be deleted from the document before it is issued to the shortlisted Bidders.

This document includes the FIDIC Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor, First Edition 1999 (FIDIC Yellow Book) as licensed by KfW.

Feedback to or questions about this document should be in writing to the following address:

[FZ-Vergabemanagement@kfw.de](mailto:FZ-Vergabemanagement@kfw.de)

*[Sample Format for Invitation for Bids]*

*[Insert Country]*

*[Insert Project/Phase Title]*

*[Insert Date]*

*[Insert ICB No.]*

The *[insert name of the Employer]* *[has received/has applied for/intends to apply for]* financing from KfW toward the cost of the *[insert name of project/phase title]*, and intends to apply part of the proceeds toward payments under the contract[[1]](#footnote-1) for *[insert title of contract][[2]](#footnote-2)*.

The *[insert name of the Employer]* now invites sealed Bids from prequalified Bidders for the design, supply and installation of *[insert brief description of the facilities (“the Facilities”) required, including quantities, location, construction period, margin of preference if applicable, etc.][[3]](#footnote-3)*.

The following entities have been shortlisted to participate in this bidding procedure:

1. *[Insert the list of the pre-qualified bidders]*

Bidding will be conducted by means of the International Competitive Bidding procedure with qualification as specified in the KfW’s Procurement Guidelines (“Guidelines”).

Prequalified eligible Bidders may obtain further information from *[insert name of Employer, insert name and e-mail of officer in charge]*.

A complete set of bidding documents is available to the prequalified eligible Bidders at *[insert the description of how the Bidders may access the tender document, for example enclosed with the Invitation for Bids or downloadable as an electronic file].*

Bids must be delivered to the address indicated in the clause ITB 22.1 of the bidding document on or before *[insert time and date]*. Late Bids will be rejected.

In the first public session, only the Technical Bids will be opened in the presence of the Bidders’ designated representatives. In the second public session only the financial Bids of those Bidders who have fulfilled the technical requirements as per the tender document will be opened.

All Bids must be accompanied by a Bid Security.

SAMPLE COVER PAGE

**German Financial Cooperation with** *[insert partner country]*

*[Insert project title]*

**Bidding Documents**

**for**

**Procurement of** *[Insert project/phase title]*

**Employer:** *[Insert name and address of the Employer]*

*[Insert month and year]*

*[Insert ICB No]*

Table of Contents

[PART 1 – Bidding Procedures 8](#_Toc528935881)

[Section I. Instructions to Bidders 11](#_Toc528935882)

[Section II. Bid Data Sheet 42](#_Toc528935883)

[Section III. Evaluation and Qualification Criteria 48](#_Toc528935884)

[Section IV. Bidding Forms 54](#_Toc528935885)

[Section V. Eligibility Criteria 89](#_Toc528935886)

[Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility 91](#_Toc528935887)

[PART 2 – Employer’s Requirements 94](#_Toc528935888)

[Section VII. Employer’s Requirements 95](#_Toc528935889)

[PART 3 – Conditions of Contract (CC) and Contract Forms 164](#_Toc528935890)

[Section VIII. General Conditions (GC) 165](#_Toc528935891)

[Section IX. Particular Conditions (PC) 167](#_Toc528935892)

[Section X. Contract Forms 187](#_Toc528935893)

PART 1 – Bidding Procedures

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| *[This section should not be modified and any modification permitted in the Instructions to Bidders should be specified in Section II – Bid Data Sheet]*  Section I. Instructions to Bidders |

Table of Clauses

[A. General 11](#_Toc528935896)

[1. Scope of Bid 11](#_Toc528935897)

[2. Source of Funds 11](#_Toc528935898)

[3. Corrupt and Fraudulent Practices 11](#_Toc528935899)

[4. Eligible Bidders 12](#_Toc528935900)

[5. Eligible Materials, Equipment, and Services 13](#_Toc528935901)

[B. Contents of Bidding Documents 13](#_Toc528935902)

[6. Sections of Bidding Document 14](#_Toc528935903)

[7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting 14](#_Toc528935904)

[8. Amendment of Bidding Documents 16](#_Toc528935905)

[C. Preparation of Bids 16](#_Toc528935906)

[9. Cost of Bidding 16](#_Toc528935907)

[10. Language of Bid 16](#_Toc528935908)

[11. Documents Comprising the Bid 17](#_Toc528935909)

[12. Letter of Technical Bid, Declaration of Undertaking, Attachments, Letter of Financial Bid and Schedules 18](#_Toc528935910)

[13. Alternative Bids 19](#_Toc528935911)

[14. Documents Establishing the Eligibility of the Plant and Installation services 20](#_Toc528935912)

[15. Documents Establishing the Eligibility and Qualifications of the Bidder 20](#_Toc528935913)

[16. Documents Establishing Conformity of the Plant and Installation Services 20](#_Toc528935914)

[17. Financial Bid Prices and Discounts 20](#_Toc528935915)

[18. Currencies of Bid and Payment 24](#_Toc528935916)

[19. Period of Validity of Bids 24](#_Toc528935917)

[20. Bid Security 25](#_Toc528935918)

[21. Format and Signing of Bid 26](#_Toc528935919)

[D. Submission and Opening of Bids 27](#_Toc528935920)

[22. Sealing and Marking of Bids 27](#_Toc528935921)

[23. Deadline for Submission of Bids 28](#_Toc528935922)

[24. Late Submissions 28](#_Toc528935923)

[25. Withdrawal, Substitution, and Modification of Bids 28](#_Toc528935924)

[26. Bid Opening 29](#_Toc528935925)

[E. Evaluation of Technical Bids 31](#_Toc528935926)

[27. Determination of Responsiveness of Technical Bids 31](#_Toc528935927)

[28. Evaluation of Technical Bids 32](#_Toc528935928)

[29. Eligibility and Qualification of the Bidder 33](#_Toc528935929)

[30. Clarification of Technical Bids 34](#_Toc528935930)

[31. Invitation to 2nd Public Session for Opening of Financial Bids 34](#_Toc528935931)

[F. Evaluation and Comparison of Financial Bids 34](#_Toc528935932)

[32. Confidentiality 34](#_Toc528935933)

[33. Clarification of Financial Bids 35](#_Toc528935934)

[34. Deviations, Reservations, and Omissions 35](#_Toc528935935)

[35. Determination of Responsiveness 35](#_Toc528935936)

[36. Nonmaterial Nonconformities 36](#_Toc528935937)

[37. Correction of Arithmetical Errors 36](#_Toc528935938)

[38. Conversion to Single Currency 37](#_Toc528935939)

[39. Margin of Preference 37](#_Toc528935940)

[40. Evaluation of Financial Bids 37](#_Toc528935941)

[41. Comparison of Bids 38](#_Toc528935942)

[42. Employer’s Right to Reject All Bids 39](#_Toc528935943)

[G. Award of Contract 39](#_Toc528935944)

[43. Award Criteria 39](#_Toc528935945)

[44. Notification of Award 39](#_Toc528935946)

[45. Signing of Contract 40](#_Toc528935947)

[46. Performance Security 40](#_Toc528935948)

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| Section I. Instructions to Bidders | |
|  | A. General |
| 1. Scope of Bid | 1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents (“Bidding Documents”) to Bidders (“Bidders”) interested in submitting bids (“Bids”) for the procurement of Plant and Installation Services as specified in Section VII, Employer’s Requirements. The International Competitive Bidding (“ICB”) number corresponding to this bidding process is also provided in the **BDS.** |
|  | 1.2 Throughout these Bidding Documents:   * + 1. The term “in writing” means communicated in written form and delivered against receipt;     2. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and     3. “Day” means calendar day. |
| 2. Source of Funds | 2.1 The Employer as indicated in the BDS has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this bidding process. |
| 3. Corrupt and Fraudulent Practices | 3.1 KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.  3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW. |
| 4. Eligible Bidders | 4.1 A Bidder may be a private entity or a government-owned entity — subject to ITB 4.3 — 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:  (a) unless otherwise specified in the **BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and  (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners 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 procurement process, if the Bidder:   * + 1. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or     2. Receives or has received any direct or indirect subsidy from another Bidder; or     3. Has the same legal representative as another Bidder; or     4. Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or     5. Participates in more than one bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or     6. 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     7. Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or     8. Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents 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 unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract. |
|  | 4.3 The KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria. |
|  | 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.  4.5 This bidding is open only to prequalified Bidders.  4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITB 15.1 or as the Employer shall reasonably request. |
| 5. Eligible Materials, Equipment, and Services | 5.1 The Plant and Installation Services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, 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 Documents |
| 6. Sections of Bidding Document | 6.1 The Bidding Documents 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**   1. Section I. Instructions to Bidders (ITB); 2. Section II. Bid Data Sheet (BDS); 3. Section III. Evaluation and Qualification Criteria; 4. Section IV. Bidding Forms; 5. Section V. Eligibility Criteria; 6. Section VI. KfW Policy - Corrupt and Fraudulent Practices - Social and Environmental Responsibility;   **PART 2 Employer’s Requirements**   1. Section VII. Employer’s Requirements;   **PART 3 Conditions of Contract and Contract Forms**   1. Section VIII. General Conditions (GC); 2. Section IX. Particular Conditions (PC); 3. Section X. Contract Forms. |
|  | 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document. |
|  | 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, minutes of the pre-Bid meeting (if any), or Addenda 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 Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents. |
| 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting | 7.1 A Bidder requiring any clarification of the Bidding Documents 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 Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so indicated in the **BDS**, the Employer shall also promptly publish its response at the web page identified in the **BDS**. Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 23.2. |
|  | 7.2 The Bidder is advised to visit and examine the Site where the plant is to be installed 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 the provision of Plant and Installation Services. 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 The Bidder’s designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.  7.5The Bidder is requested, as far as possible, 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, including the text of the questions raised, 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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. Unless otherwise specified in the **BDS** nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. |
| 8. Amendment of Bidding Documents | 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing an Addendum. |
|  | 8.2 Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employerin 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 may, at its discretion, extend the deadline for the submission of Bids in accordance with ITB 23.2 |
|  | C. Preparation of Bids |
| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | 11.1 The Bid shall comprise the following:  (a) TECHNICAL BID  (i) Letter of Technical Bid, indicating the Bidder’s name, address, telephone, fax and email. If the Bidder is an association, the Letter of Technical Bid shall also describe the form of association and list the association members;  (ii) Alternative Technical Bids in accordance with ITB 13;  (iii) Declaration of Undertaking in the format provided in Section IV, Bidding Forms.  (iv) Written confirmation authorizing the signatory of the Technical Bid and the Financial Bid to commit the Bidder, in accordance with ITB 20.2 and authorizing the representative of the Bidder, designated in accordance with ITB 4.1 to submit the Technical Bid and Financial Bid on behalf of the Bidder. If the Bidder is a JV, the authorization shall be provided by the Lead Member nominated in the JV Agreement or in the Declarations of Association, submitted in accordance with ITB 4.1. If the representative of the Bidder is the owner, member or director of the Bidder or the Bidder’s Lead Member, if so nominated in accordance with ITB 4.1, an authorization shall not be necessary.  (v) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid are eligible;  (vi) documentary evidence in accordance with ITB 15 establishing the Bidder’s continued eligibility and qualifications to perform the contract if its Bid is accepted;  (vii) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;  (viii) in the case of a Technical Bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;  (ix) List of subcontractors, in accordance with ITB 16.3; and  (x) Any other document required in the **BDS**.  **Technical Bids are unpriced bids and shall contain no prices or price schedules or other reference to rates and prices for completing the facilities. Technical Bids containing such price information will be rejected.**  (b) FINANCIAL BID  (i) Letter of Financial Bid and the Bidding Forms in accordance with ITB 12;  (ii) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 14 and as indicated in the **BDS**;  (iii) Bid Security, in accordance with ITB 20.1;  (iv) Alternative Financial Bids, if permissible in accordance with ITB 13;  (v) Any other document required in the **BDS**.  11.2 In addition to the requirements under ITB 11.1(a), Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.  11.3 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 12. Letter of Technical Bid, Declaration of Undertaking, Attachments, Letter of Financial Bid and Schedules | 12.1 The Letter of Technical Bid, the Declaration of Undertaking and any attachments shall be prepared using the relevant form*s* furnished in Section IV, Bidding Forms. The Letter of Technical Bid and the Declaration of Undertaking must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.    12.2 The Letter of Financial Bid and appropriate Price Schedules shall be prepared using the relevant form*s* furnished in Section IV, Bidding Forms. The Letter of Financial Bid must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested. |
| 13. Alternative Bids | 13.1 The **BDS** indicates whether alternative bids are allowed. If they are allowed, the **BDS** will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 13.4. |
|  | 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 evaluation shall be included 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 Employer’s requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. |
|  | 13.4 When bidders are invited in the BDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VII, Employer’s Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35. |
| 14. Documents Establishing the Eligibility of the Plant and Installation services | 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 15. Documents Establishing the Eligibility and Qualifications of the Bidder | 15.1 To establish its eligibility and continued 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. |
| 16. Documents Establishing Conformity of the Plant and Installation Services | 16.1 The Bidder shall furnish a Technical Bid including the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders’ proposal to the Employer’s requirements and the completion time.  16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.  16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1 |
| 17. Financial Bid Prices and Discounts | 17.1 Unless otherwise specified in the **BDS**, bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.  17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.  17.3Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.  17.4Depending on the scope of the Contract, the Price Schedules may comprise up to the seven (7) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-5 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 6), giving the total bid price(s) to be entered in the Letter of Bid.  Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad  Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Employer’s Country  Schedule No. 3 Design Services  Schedule No. 4 Installation Services  Schedule No. 5 ESHS Requirements  Schedule No. 6 Grand Summary (Schedule Nos. 1 to 5)  Schedule No. 7 Recommended Spare Parts  Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.  17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:  (a) Plant to be supplied from abroad (Schedule No. 1):  The price of the plant shall be quoted on CIP-named place of destination basis as specified in the **BDS**  (b) Plant manufactured within the Employer’s country (Schedule No. 2):  (i) The price of the plant shall be quoted on an EXW Incoterm basis (such as “ex-works,” “ex-factory,” “ex-warehouse” or “off-the-shelf,” as applicable),  (ii) Sales tax and all other taxes payable in the Employer’s country on the plant if the contract is awarded to the Bidder, and  (iii) The total price for the item.  (c) Design Services (Schedule No. 3).  (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the **BDS,** insurance and other services incidental to delivery of the plant, all labor, contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer’s country as of twenty-eight (28) days prior to the deadline for submission of bids unless otherwise specified in the **BDS**.  (e) ESHS Requirements (Schedule No. 5)  (f) Recommended spare parts shall be quoted separately (Schedule 7) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.  17.6The current edition of Incoterms, published by the International Chamber of Commerce shall govern.  17.7The prices shall be either fixed or adjustable as specified in the **BDS**.  17.8In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A Financial Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.  17.9 In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor’s equipment in accordance with the procedures specified in the Conditions of Contract and the Schedule of Adjustment Data. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms, and to furnish the indices and weightings for the price adjustment formulae. The Employer may require the Bidder to justify its proposed indices and weightings.  17.10 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Financial Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.  17.11Bidders wishing to offer any unconditional discount shall specify in their Letter of Financial Bid the offered discounts and the manner in which price discounts will apply.  17.12 Unless otherwise specified in the **BDS**, the Bid price shall estimate, as separate amounts, (a) import duties and (b) taxes, fees, levies and other charges, which shall apply, in terms of the Applicable Law, to the Contractor and its sub-Contractors, including their personnel, other than nationals or permanent residents in the Employer’s country as of the date 28 days prior to the deadline for submission of Bids. Unless otherwise stated in the **BDS**, the Contractor and its sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract. |
| 18. Currencies of Bid and Payment | 18.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as specified in the BDS*.*  18.2 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 prices shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders. |
| 19. Period of Validity of Bids | 19.1 Bids shall remain valid for the period specified in the BDSafter the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive. |
|  | 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, 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 20, it shall also be extended for forty-two (42) days beyond the deadline of the extended validity period. 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 19.3. |
|  | 19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction. |
| 20. Bid Security | 20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the **BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS. |
|  | 20.2 Reserved. |
|  | 20.3 The Bid Security shall be a demand guarantee in the form of an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer’s Country, the issuing financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable. 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 forty-two (42) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2. |
|  | 20.4 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive. |
|  | 20.5 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 pursuant to ITB 46. |
|  | 20.6 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. |
|  | 20.7 The Bid Security may be forfeited:   * + 1. If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or     2. If the successful Bidder fails to:   (i) Sign the Contract in accordance with ITB 45; or  (ii) Furnish a Performance Security in accordance with ITB 46. |
|  | 20.8 The Bid Security 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 shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. |
| 21. Format and Signing of Bid | 21.1 The Bidder shall prepare one original each of the Technical Bid and the Financial Bid comprising the documents as described in ITB 11 and clearly mark them “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Technical Bid and the Financial Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail. |
|  | 21.2 The original and all copies of the Technical Bid and the Financial 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 Technical Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Technical Bid and the Financial Bid where entries or amendments have been made shall be signed or initialed by the person signing the Technical Bid and the Financial Bid. If the person signing on behalf of the Bidder is the owner, member, or director of the Bidder, if the Bidder is a single entity, or of the Bidder’s Lead Member, if the Bidder is a JV, as demonstrated in the Bidder’s Application, then no authorization shall be required. |
|  | 21.3 In case the Bidder is a JV, the Technical Bid and Financial 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. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Technical Bid and Financial Bid shall be signed by every member of the proposed JV. |
|  | 21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Technical Bid and the Financial Bid. |
|  | D. Submission and Opening of Bids |
| 22. Sealing and Marking of Bids | 22.1 The Technical Bid and the Financial Bid are to be submitted simultaneously in two separate envelopes (two-envelope procedure). |
|  | (a) **TECHNICAL BID**  The Bidder shall enclose the original and all copies of the Technical Bid in separate sealed envelopes, duly marking the envelopes as “Technical Bid - Original”, “Technical Bid – Alternative” and “Technical Bid - Copy.”  These envelopes containing the original and the copies shall then be enclosed in one single envelope marked “Technical Bid”. |
|  | (b) **FINANCIAL** **BID**  The Bidder shall enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Financial Bid - Original”, “Financial Bid - Alternative” and “Financial Bid - Copy.”  These envelopes containing the original and the copies shall then be enclosed in one single envelope marked “Financial Bid”. |
|  | 22.2 The inner and outer envelopes shall:   1. Bear the name and address of the Bidder; 2. Be addressed to the Employer in accordance with ITB 22.1; 3. Bear the specific identification of this bidding process specified in the **BDS** 1.1; and 4. Bear a warning not to open before the time and date for Bid opening (first public opening). |
|  | 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Technical Bid and Financial Bid. |
| 23. Deadline for Submission of Bids | 23.1 Bids must be received by the Employer in accordance with the instructions, including the address and deadline, specified in the BDS. |
|  | 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents 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. |
| 24. Late Submissions | 24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 25. Withdrawal, Substitution, and Modification of Bids | 25.1 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 21.2. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:   1. Prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution”, “Modification”; and 2. Received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. |
|  | 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders. |
|  | 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof. |
| 26. Bid Opening | 26.1 First Public Session  In the first public session, only the Bidders’ Technical Bids will be opened. Financial Bids of qualified Bidders will be opened at the second public session as specified in ITB 26.7. Except in the cases specified in ITB 24 and 25, the Employer shall publicly open and read out in accordance with ITB 26 all Technical Bids received by the deadline (regardless of the number of Technical Bids received), at the date, time and place specified in the **BDS**, in public and in the presence of Bidders` designated representatives. |
|  | 26.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Technical Bid and Financial Bid shall not be opened, but returned to the Bidder. No Technical Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the Technical Bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Technical Bid and/or Financial Bid being substituted, and the substituted Technical Bid and/or Financial Bid shall not be opened, but returned to the Bidder. No Technical Bid and/or Financial Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the Technical Bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Technical Bid and/or Financial Bid. No Technical Bid and/or Financial Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the Technical Bid opening. Only Technical Bids that are opened and read out at Technical Bid opening shall be considered further. |
|  | 26.3 In the first public session only the Technical Bids will be opened and examined for completeness and fulfilment of the responsiveness criteria specified in ITB 27.1. The Technical Bids will be evaluated according to the criteria specified under ITB 27. |
|  | 26.4 The Employer shall prepare a record of the Technical Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; Power of Attorney, nominating the Bidder’s authorized representative, and Declaration of Undertaking. 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. |
|  | 26.5 The Employer shall notify all Bidders in writing of the names of those Bidders whose Technical Bids have achieved the minimum technical evaluation score. In addition, those Bidders who have been disqualified will be informed separately. |
|  | 26.6 Those Bidders whose Technical Bids have achieved the minimum technical evaluation score will be informed by the Employer of the date, time and place of the second public session for the opening of the Financial Bids. |
|  | 26.7 Second Public Session  Only the Financial Bids of those Bidders whose Technical Bids have achieved the minimum technical evaluation score will be opened in the second public session. The envelopes of those Bidders who have achieved the minimum technical evaluation score shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the technical evaluation score; the total Financial Bid Price, per lot (contract) if applicable, including any discounts and alternative Financial Bids; the presence or absence of a signed Letter of Financial Bid and any other details as the Employer may consider appropriate. Only discounts and alternative Financial Bids read out at the Financial Bid opening shall be considered for evaluation. The Letter of Financial Bid and the Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. At the Financial Bid opening, the Employer shall neither discuss the merits of any Financial Bid nor reject any Financial Bid |
|  | 26.8 The Employer shall prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Financial Bid Price, per lot (contract) if applicable, including any discounts and alternative Financial Bids; the presence or absence of a Bid Security, signed Letter of Bid, Power of Attorney, nominating the Bidder’s authorized representative, and Declaration of Undertaking. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |
|  | E. Evaluation of Technical Bids |
| 27. Determination of Responsiveness of Technical Bids | 27.1 The Employer will examine the Technical Bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or other criteria specified in the bidding document will be rejected by the Employer and not included for further consideration. The Employer will also carry out a preliminary examination of any alternative bids submitted by bidders.  27.2 The Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the Technical Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Technical Bid.  27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing. |
| 28. Evaluation of Technical Bids | 28.1 The Employer will carry out a detailed evaluation of the Technical Bids not previously rejected in order to determine whether the technical aspects are in compliance with the Bidding Document. The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the Technical Bids on the basis of the information supplied by the bidders, taking into account the following:  (a) overall completeness and compliance with all the requirements of Section VII, Employer’s Requirements; the technical merits of alternatives offered; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;  (b) compliance with the Time for Completion called for in the Contract Data and any alternative time schedules offered by bidders, as evidenced by a milestone schedule provided in the Technical Bid;  (c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services;  (d) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria; and  (e) any deviations to the commercial and contractual provisions stipulated in the bidding documents.  28.2 The Technical Bids will be subject to evaluation by a points system in accordance with Section III, Evaluation and Qualification Criteria, 1.2 Technical Bid Evaluation System,  28.3 The **BDS** provides details of the technical evaluation such as technical pass / fail criteria, minimum or maximum technical performance criteria, factors for adjustment of the Financial Bid price for over or underachievement of given technical parameters or given completion time etc. In case of a combined scoring system for the Technical and the Financial Bids, the **BDS** provides the details of the weighting of both parts of the Bid and the calculation scheme.  28.4 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed, but have been offered, they shall be ignored. |
| 29. Eligibility and Qualification of the Bidder | 29.1 The Employer shall determine to its satisfaction whether Bidders determined as having submitted responsive and technically compliant Technical Bids are eligible and continue to meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria.  29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15, and on any additional information, which the Employer may request from the Bidder to support such evidence.  29.3 An affirmative determination will be a prerequisite for the opening of the Bidder’s Financial Bid by the Employer. A negative determination will result in rejection of the Bidder’s Technical Bid.  29.4 The capabilities of the manufacturers and subcontractors proposed to be used by the Bidders for Employer-identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable for justified reasons, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Schedules shall be completed, listing the approved manufacturers or subcontractors for each item concerned. |
| 30. Clarification of Technical Bids | 30.1 To assist in the examination, evaluation, and comparison of the Technical Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. 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 substance of the Bid shall be sought, offered, or permitted, except to rectify nonmaterial omissions |
| 31. Invitation to 2nd Public Session for Opening of Financial Bids | 31.1 In regard to all Bidders, the Employer will either:  (a) notify the Bidder, whose Technical Bid is substantially responsive, of the date, time and place of the second public session for the opening of the Financial Bids, or  (b) notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document. |
| F. Evaluation and Comparison of Financial Bids | |
| 32. Confidentiality | 32.1 Information relating to the examination, evaluation, and comparison of the Technical and Financial Bids, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 44. |
|  | 32.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the Technical and Financial Bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid. |
|  | 32.3 Notwithstanding ITB 32.2, from the time of the Technical 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. |
| 33. Clarification of Financial Bids | 33.1 To assist in the examination, evaluation, and comparison of the Financial Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Financial 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 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 37.1. |
|  | 33.2 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. |
| 34. Deviations, Reservations, and Omissions | 34.1 During the evaluation of Bids, the following definitions apply:   1. “Deviation” is a departure from the requirements specified in the Bidding Documents; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| 35. Determination of Responsiveness | 35.1 The Employer’s determination of a Financial Bid’s responsiveness is to be based on the contents of the Financial Bid itself, as defined in ITB11.1(b) |
|  | 35.2 A substantially responsive Financial Bid is one that meets the requirements of the Bidding Documents 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 Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or  (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Financial Bids. |
|  | 35.3 If a Financial Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 36. Nonmaterial Nonconformities | 36.1 Provided that a Financial Bid is substantially responsive, the Employer may waive any nonconformities in the Financial Bid that do not constitute a material deviation, reservation or omission*.* |
|  | 36.2 Provided that a Financial 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 Financial Bid. Failure of the Bidder to comply with the request may result in the rejection of its Financial Bid. |
|  | 36.3 Provided that a Financial 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. |
| 37. Correction of Arithmetical Errors | 37.1 Provided that the Financial Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:  (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;  (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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. |
|  | 37.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 37.1 shall result in the rejection of the Financial Bid. |
| 38. Conversion to Single Currency | 38.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currencyas specified in the **BDS**. |
| 39. Margin of Preference | 39.1 Unless otherwise specified in the **BDS**, a margin of preference for domestic Bidders shall not apply. |
| 40. Evaluation of Financial Bids | 40.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. |
|  | 40.2 To evaluate a Financial Bid, the Employer shall consider the following:  (a) The Financial Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;  (b) Price adjustment for correction of arithmetic errors in accordance with ITB 37.1;  (c) Price adjustment due to discounts offered in accordance with ITB 17.10;  (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 36.3;  (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 38;  (f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria. |
|  | 40.3 If price adjustment is allowed in accordance with ITB 17.7, 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 Financial Bid evaluation. |
|  | 40.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Financial Bid, is specified in Section III, Evaluation and Qualification Criteria. |
|  | 40.5 If the Financial Bid, which results in the lowest Evaluated Financial Bid Price, is significantly lower than the Employer’s estimate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. If it turns out that the bid price is abnormally low, the Financial Bid shall be declared non-compliant and rejected. If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, theEmployermay require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect theEmployeragainstfinancial loss in the event of default of the successful Bidder under the Contract. |
| 41. Comparison of Bids | 41.1 The Employer shall compare the evaluated prices of all substantially responsive Financial Bids established in accordance with ITB 40.2 to determine the lowest evaluated Bid.  41.2 In accordance with ITB 28.3, the **BDS** will indicate if a combined scoring system for the Technical and the Financial Bids is to be used. In this case, the **BDS** provides the details of the weighting of both parts of the Bid and the calculation scheme. |
| 42. Employer’s Right to Reject All Bids | 42.1 The Employer reserves the right 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. |
|  | G. Award of Contract |
| 43. Award Criteria | 43.1 Subject to ITB 42.1, the Employer shall award the Contract to the Bidder whose combined Technical and Financial Bid has the highest score and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily. |
| 44. Notification of Award | 44.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (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 and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Subsequently, the Employer shall also notify all other Bidders of the results of the bidding. |
|  | 44.2 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
|  | 44.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 44.1, requests in writing the grounds on which its Bid was not selected.  44.4 In exceptional circumstances, the Employer may need to communicate with the successful Bidder, established in terms of ITB 39.1, certain aspects of Contract performance prior to sending the Letter of Acceptance. Should such a need arise, this communication shall be limited to the following topics, as identified in the evaluation report,  (a) coordination of mobilization timing;  (b) coordination of actions or inputs involving the Employer and the Engineer;  (c) technical alternatives offered by the successful Bidder. |
| 45. Signing of Contract | 45.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement. |
|  | 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.  45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of KfW that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract. |
| 46. Performance Security | 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 40.5, using for that purpose the Performance Security Form 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. |
|  | 46.2 Failure of the successful Bidder to submit the above-mentioned 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 next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Section II. Bid Data Sheet | | | | | | |
| **A. Introduction** | | | | | | |
| **ITB 1.1** | | | The Employer is: *[indicate the Employer’s name here]* | | | |
| **ITB 1.1** | | | The name of the ICB is: *[indicate the ICB name here]*  The identification numberof the ICB is: *[insert the ICB identification number]*  The number and identification of lots (contracts)comprising this ICB is: *[indicate the number and identification of the lots or specify if not applicable]* | | | |
| **ITB 2.1** | | | The name of the Project is: *[indicate the name of the project here]* | | | |
| ITB 4.1 (a) | | | *[The following provision should be included and the corresponding information inserted only if partners of a JV will not be required to be jointly and severally liable. Otherwise, omit.]*  The individuals or firms in a joint venture [*insert “shall not be”]* jointly and severally liable. | | | |
| ITB 4.1 (b) | | | Maximum number of members in the JV shall be: *[insert a maximum number, e.g. three, or state “not applicable”]* | | | |
| **B. Bidding Document** | | | | | | |
| **ITB 7.1** | | | For **clarification purposes** only, the Employer’s address is:  Attention: *[indicate the name and title of the person to whom requests for clarification should be addressed]*  Address: *[indicate the postal address to which requests for clarification shall be sent or insert “not applicable” if requests for clarification shall only be accepted by e-mail]*  Fax: *[indicate the fax number to which requests for clarification shall be sent or insert “not applicable” if requests for clarification shall only be accepted by e-mail]*  Electronic mail address: *[indicate the e-mail address to which requests for clarification shall be sent]* | | | |
| **ITB 7.1** | | | Web page: *[indicate the URL of the web page on which clarifications shall be posted or insert “not applicable” if clarifications shall be sent directly to the Bidders only]* | | | |
| **ITB 7.4** | | | A Pre-Bid meeting *[shall / shall not]* take place at the following date, time and place:  Date: *[indicate the date of the Pre-Bid meeting, preferably in the middle of the bid submission period]*  Time: *[indicate the time of the Pre-Bid meeting]*  Place: *[indicate the location of the Pre-Bid meeting]*  A site visit conducted by the Employer *[shall / shall not]* organized. *[Indicate any logistical arrangements for the site visit.]* | | | |
| **ITB 8.2** | | | Web page: *[indicate the URL of the web page on which Addenda shall be posted, preferably the same as in ITB 7.1 or insert “not applicable” if Addenda shall be sent directly to the Bidders only]* | | | |
| **C. Preparation of Bids** | | | | |
| ITB 10.1 | | | | The language of the Bid is English.  All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English. |
| **ITB 11.1 (a)** | | | | The Technical Bid shall include an environmental, social, health and safety (ESHS) Methodology meeting the requirements of the ESHS Specifications.  The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV – Technical Bid.  A Bid not comprising an ESHS Methodology shall be rejected. |
| **ITB 11.1 (a) (x)** | | | | The Bidder shall submit with its Technical Bid the following additional documents: *[list here any additional documents to be submitted].* |
| **ITB 11.1 (b) (v)** | | | | The Bidder shall submit with its Financial Bid the following additional documents: *[list here any additional documents to be submitted].* |
| ITB 13.1 | | | | Alternative Bids *[shall/shall not]* bepermitted under ITB 13.2 / ITB 13.3 / ITB 13.4  *[select as appropriate - please note that the basic clause for alternative Technical Bids is ITB 13.3 (unsolicited Bids); selecting ITB 13.2 or ITB 13.4 requires additional information to be provided under* ***BDS*** *13.2 or* ***BDS*** *13.4 below].* |
| ITB 13.2  Alternative times for completion [if not permitted under BDS 13.1 above, delete] | | | | Alternative times for completion *[shall / shall not]* be permitted.  *[Alternative times for completion should be permitted when the Employer sees potential net benefits from competition with different times for completion; they may also be permitted when Bidders have the option to bid for more than one lot]*  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| ITB 13.4  Technical alternatives designed by the Employer  [if not permitted under BDS 13.1 above, delete] | | | | Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services, as indicated in Section VII, Employer’s Requirements: *[indicate the parts of the Works for which alternative technical solutions shall be permitted]*.  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.  Those technical alternatives shall be considered as an acceptable basic technical requirement option and therefore are not subject to ITB 13.3.  *[To allow for a fair and transparent Bid evaluation and comparison, Section VII, Employer’s Requirements, shall specify parts of the Plant and Installation Services for which alternative technical solutions are accepted.]* |
| **ITB 17.1** | | | | Bidders shall quote for the following components or services on a single responsibility basis: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  **and/or**  The following components or services will be provided under the responsibility of the Employer: *[insert list of components or services, as the case may be]* |
| **ITB 17.5(a)** | | | | Named place of destinationis:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 17.5(d)** | | | | Named place of final destinationis:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 17.5(d)** | | | | Taxes, duties and fees exemptions, to which payments under the Contract are entitled, are specified in clause 14.1 (b) of the Particular Conditions of Contract. |
| **ITB 17.7** | | | | The prices quoted by the Bidder shall be: *[adjustable/ fixed]*.  *[Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high. Where prices shall be subject to adjustment during the performance of the Contract, the Bidder is required to furnish the indices and coefficients for the Schedule of Adjustment Data for use in the Price Adjustment Formula (Sample) furnished in Section IV, Bidding Forms.]* |
| **ITB 17.12** | | | | *[If the funding agreement provides any exemptions from the payment of import duties, taxes, fees, levies and other charges, which shall ordinarily apply, in terms of the Applicable Law and ITB 17.12, to the Contractor and its sub-Contractors, list these duties, taxes, fees, levies and other charges here and in clause 14.1 (b) of the Particular Conditions of Contract with a reference to the funding agreement. For example,*  *[“In terms of [insert reference to the funding agreement here], the Contractor and its sub-Contractors shall be exempt from the following duties, taxes, fees, levies and other charges, [list here the duties, taxes, fees, levies and other charges for which exemption is grated, including any limitations of the exemption and the procedure through which the tax exemption will be put into effect.]”]* |
| **ITB 18.1** | | | | The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Option *[A / B]* as described below:  *[The Employer shall select the option, which is the most suitable. The Employer must keep only one of the following optional texts.]*  *[Preferable option]*  **Option A (Bidders to quote entirely in either foreign (preferably Euros) or in local currency):**  (a) The prices shall be quoted by the Bidder in the Schedules, entirely in either Euros (€) (preferable) or in US Dollars (US$) (referred to as the foreign currency) or in *[the name of the currency of the Employer’s country]*, further referred to as “the local currency”. A Bidder expecting to incur expenditures in the foreign currency for inputs to the Plant and Installation Services supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to Euros (€) or US Dollars (US$);  (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.  **Option B (Bidders allowed to quote in local and foreign currencies):**  (a) The unit rates and prices shall be quoted by the Bidder in the Schedules separately in the following currencies:  (i) for those inputs to the Plant and Installation Services that the Bidder expects to supply from within the Employer’s country, in *[the name of the currency of the Employer’s country]*, and further referred to as “the local currency”; and  (ii) for those inputs to the Plant and Installation Services that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Euro (EUR).  (iii) for the services of design and the assembly, the prices will be quoted in foreign currency (limited to Euros (EUR) or US Dollars (USD)) and/or in the currency of the country of the Employer according to the currency in which the costs are incurred. |
| **ITB 19.1** | | | | The bid validity period shall be *[insert number of days between 90 and 120]* days. |
| **ITB 20.1** | | | | The amount and currency of the Bid Security shall be: *[insert EUR equivalent amount between 1 and 3 per cent of the Employer’s contract estimate, and specify currency].*  *[In case of lots, please insert amount and currency of the Bid Security for each lot. Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted].*  *[If a Bid Security is required, a Bid-Securing Declaration shall not be required and vice versa].* |
| **ITB 21.1** | | | | In addition to the originals of the Technical and Financial Bids, the number of copies is: *[insert number]* paper copies and one (1) digital copy (CD or flash drive). |
| **ITB 21.2** | | | | The written confirmation of authorization to sign on behalf of the Bidder shall consist of*: [insert for instance “A power of attorney established in the name of the signatory of the Bid. If the Bidder is a JV, the power of attorney shall be issued by the Lead Member of the JV.”]* |
| **D. Submission and Opening of Bids** | | | | |
| **ITB 23.1** | | | The Bid shall be submitted not later than  Date: *[insert date]*  Time: *[insert time and time zone]*  at the following address, which shall be the controlling address for the purposes of the timely submission of the Bid:  Attention: *[insert name and room number of Project Officer]*  Address: *[insert street name and number]*  *[insert floor and room number, if applicable]*  City: *[insert name of city or town]*  ZIP Code: *[insert postal (ZIP) code, if applicable]*  Country: *[insert name of country]*  *[If applicable, insert “Additional copies of the Bid shall be submitted at the following address(es)” and list the additional addresses.]* | |
| **ITB 26.1** | | | The Bid opening (first public session) shall take place at:  Address: *[insert street name and number]*  *[insert floor and room number, if applicable]*  City: *[insert name of city or town]*  ZIP Code: *[insert postal (ZIP) code, if applicable]*  Country: *[insert name of country]*  Date: *[insert date]*  Time: *[insert time and time zone]*  No minimum number of Bids is required in order to proceed to bid opening. | |
| **E. Evaluation of Technical Bids** | | | | |
| **ITB 27.1** | The Employer shall reject a Bidder’s Technical Bid that is not substantially responsive to the requirements of this bidding document (as specified in ITB 26.1) | | | |
| **ITB 27.1** | Compliance of the ESHS Methodology (as specified in **BDS** 17) with the ESHS Specifications (Section VII ‑ Works Requirements) shall be determined by using the method specified in Section III Clause 1.2. A Bid for which the ESHS Methodology is not substantially responsive (i.e. without material deviation, reservation or omission) shall be rejected. | | | |
| **ITB 27.2** | The Employer shall evaluate the qualifications of the responsive Bidders using the factors, methods, criteria, and requirements defined in Section III, Evaluation and Qualification Criteria, to evaluate the qualifications of the Bidders, and no other methods, criteria, or requirements shall be used. | | | |
| **ITB 28.3** | Minimum Score Q to be achieved for opening of Financial Bid is \_\_\_%.  Combined scoring system for the Technical and the Financial Bids to be used: yes or no  Weighting of Technical Bid, T, is ­­­­­\_\_\_\_%  Weighting of Financial Bid, F, is ­­­­­\_\_\_\_% | | | |
| **F. Evaluation and Comparison of Financial Bids** | | | | |
| **ITB 38.1** | The currency that shall be used for bid evaluation and comparison purposes to convert all Bid price(s) expressed in various currencies into a single currency is: *[insert name of currency, generally the local currency]*  The source of exchange rate shall be: *[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country)]*  The date for the exchange rate shall be seven (7) days prior to the date of deadline for Bid submission.  The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Option [A / B] that follows:  **Option A: Bidders quote entirely either foreign (preferably Euros) or in local currency**  For comparison of Bids, the Bid Price, corrected pursuant to Clause 37, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the Bidder in accordance with Sub-Clause 18.1.  In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.  ***OR***  **Option B: Bidders quote in local and foreign currencies**  The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 37, 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. | | | |
| **ITB 39.1** | *[A margin of preference for domestic Bidders may be inserted only if required by domestic law in force binding on the Employer with prior approval by KfW]*  A margin of preference *[shall apply/shall not apply]*  If a margin of preference applies, the application methodology shall be defined in Section III, Evaluation and Qualification Criteria | | | |

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| Section III. Evaluation and Qualification Criteria |

This Section contains all the criteria that the Employer shall use to evaluate Technical and Financial Bids and verify that the qualifications of the Bidders have not changed since the prequalification stage. In accordance with ITB 28 and ITB 40, no other factors, methods or criteria shall be used. 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 EUR equivalent using the rate of exchange determined as follows:

1. For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year;
2. 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 38.1. Any error in determining the exchange rates in the Financial Bid may be corrected by the Employer.

1. **Technical Bid**

**1.1 Evaluation Criteria**

In addition to the criteria listed in ITB 28.1 (a) – (c) the following factors shall apply:

**(a)** **Evaluation of the plan to mobilise key equipment and key personnel**

**(b) Assessment of adequacy of the Environmental, Social, Health and Safety (ESHS) Methodology**

The ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Employer’s Requirements - ESHS Specifications. The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV, Bidding Forms. A Technical Bid not comprising an ESHS Methodology or a Technical Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

**1.2 Technical Bid Evaluation System**

The Technical Bid will be opened and evaluated in the first place. The Technical Bid Evaluation is carried out on a scale of 0 to 100 points according to the following table:

*[Evaluation table to be inserted by the Employer*]

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Technical Bids, which receive less than Q of 100 possible points, are not classified according to the requirements and are excluded from further evaluation. For value of Q see **BDS**.

**1.3 Eligibility and Qualification**

**(a)** **Eligibility**

The Bidder shall continue to meet the eligibility criteria used at the time of prequalification. If the Bidder’s ability to fulfill the eligibility criteria, as stipulated in the Prequalification Document, has changed since the time of prequalification, the Bidder shall provide information about such changes in the same format, which had been used in the Bidder’s Application.

The Employer shall use the same evaluation method as set out in Section III Sub-Sections 1 and 2 of the Prequalification Document, to determine that the Bidder continues to meet the eligibility criteria.

**(b) Financial Resources**

The Bidder shall continue to meet the financial qualification requirements used at the time of prequalification. If the Bidder’s financial situation has changed since the time of prequalification, the Bidder shall provide information about its financial situation at the time of tendering in the same format, which had been used in the Bidder’s Application.

The Employer shall use same evaluation method as set out in Section III Sub-Section 3 Financial Situation and Performance of the Prequalification Document to determine that the Bidder continues to meet the financial qualification criteria.

**(c) ESHS Experience and Capacity**

The Bidder shall continue to meet the ESHS qualification requirements used at the time of prequalification. If the Bidder’s ability to meet the ESHS requirements has changed since the time of prequalification, the Bidder shall provide information about such changes in the same format, which had been used in the Bidder’s Application.

The Employer shall use same evaluation method as set out in Section III Sub-Section 5 of the Prequalification Document to determine that the Bidder continues to meet the sustainability criteria.

**(d) Subcontractors/manufacturers**

Subcontractors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

If the original subcontractors/manufacturers proposed in the Bidder’s Application, whose qualifications were taken into account and approved by the Employer during prequalification, are no longer available at the time of tendering, the Bidder must propose replacement subcontractors/manufacturers and provide information about the replacement subcontractors/manufacturers in the same format, which had been used in the Bidder’s Application.

The Employer shall use the same evaluation method as set out in Section III Sub-Section 4 of the Prequalification Document to determine that the qualifications of the replacement subcontractor(s), meet or exceeded the qualifications of the original subcontractor(s) proposed in the Bidder’s Application.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer’s country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

**(e) Other Qualification Requirements**

The Bidder shall continue to meet all other qualification requirement used at the time of prequalification. If the Bidder’s ability to meet the qualification requirements has changed since the time of prequalification, the Bidder shall provide information about such changes in the same format, which had been used in the Bidder’s Application.

The Employer shall use the same evaluation methods as set out in the Prequalification Document to determine that the Bidder continues to meet the respective qualification criteria.

1. **Financial Bid**

**2.1 Evaluation**

In addition to the criteria listed in ITB 40.2 (a) – (e) the following factors and methods will apply:

**(a) Time Schedule**

Time to complete the Plant and Installation Services from the effective date specified in the Contract Data for determining time for completion of pre-commissioning activities is: *[insert number of days]*. No credit will be given for earlier completion.

**or** *[to be used* *where alternative time schedule is accepted, pursuant to ITB 13.2]*

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between *[insert number of days]* minimum and *[insert number of days]* maximum. The adjustment rate in the event of completion beyond the minimum period shall be *[insert percentage in words and figures]* (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

*[Note: One-fifth of a percent (0.2%) per week is a reasonable figure. Alternatively, the rate may be a fixed amount per month, or pro rata per week, of delay related to the loss of benefits to the Employer. The percentage or amount should be less than or equal to the percentage or amount of liquidated damages specified in the PC in relation to GC Sub-Clause 26.2]*

**(b) Operating and Maintenance Costs**

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the bid price for evaluation.

*[Use one of the two options given below]*

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

(i) number of years for life cycle *[insert life cycle period in years. The period should not exceed the period before a major overhaul of the facilities becomes necessary]*

(ii) operating costs [insert fuel and/or other input unit cost for operational requirements]

(iii) maintenance costs, including the cost of spare parts for the initial period of operation, and

(iv) rate of [insert rate in words and figures] percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**or** Option 2:

*[insert reference to the methodology specified in the Specification or elsewhere in the Bidding Document]*

*[Delete the option not selected]*

**(c) Functional Guarantees of the Plant and Installation Services**

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

|  |  |
| --- | --- |
| **Functional Guarantee** | **Minimum (or Maximum, as appropriate) Requirement** |
| 1. |  |
| 2. |  |
| 3. |  |
| *…* |  |

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of *[insert amount in the currency of bid evaluation]* will be added to the tender price If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

**(d) Work, services, facilities, etc., to be provided by the Employer**

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

**(e) Specific additional criteria**

The following additional criteria will be used in the evaluation:

*[if applicable, insert a list of additional criteria, which may also be included as amendments in the invitation for the second stage bid]*

The relevant evaluation method, if any, shall be as follows:

*[if applicable, insert a list of additional criteria and evaluation method, or a reference to criteria and methods specified elsewhere in the bidding document]*

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.

1. **Technical alternatives, if invited in accordance with ITB 13.4, will be evaluated as follows:**

*[insert a reference to the methodology specified in the Specification or elsewhere in the bidding documents]*

1. **Combined Evaluation System for Technical and Financial Bids**

In accordance with ITB 28.3, the **BDS** will indicate if a combined scoring system for the Technical and the Financial Bids is to be used. In this case, the **BDS** provides the details of the weighting of both parts of the Bid and the calculation scheme.

4.1 Technical Bid

The scores of the Technical Bids corresponding to the requirements are converted to T points as follows: The service offering with the highest rating receives the maximum possible score of T points. The scores of the other service offerings result from the division of the evaluation of the respective service offering by the valuation of the highest rated performance

4.2 Financial Bid

The Financial Bid with the lowest-possibly adjusted-total price will receive the maximum possible score of F points. The points of the remaining open Financial Bids result from the division of the adjusted total price of the lowest Bid by the adjusted total cost of the respective other Bids and subsequent multiplication with the maximum possible number of points.

4.2 Overall Assessment

In the weighted overall assessment, the technical evaluation is T% and the financial one is F%. For this purpose, the values converted to T or F points are added from the Technical and Financial evaluation. The Bidder with the highest total score will be awarded the Contract.

Section IV. Bidding Forms

Table of Forms

**TECHNICAL BID**

[Letter of Technical Bid 55](#_Toc511056087)

[Declaration of Undertaking 57](#_Toc511056088)

[Technical Bid 60](#_Toc511056089)

[Site Organization 61](#_Toc511056090)

[Environmental, Social, Health and Safety Methodology 62](#_Toc511056091)

[Method Statement 63](#_Toc511056092)

[Mobilization Schedule 64](#_Toc511056093)

[Construction Schedule 65](#_Toc511056094)

[Plant 66](#_Toc511056095)

[Contractor’s Equipment 67](#_Toc511056096)

[Personnel 68](#_Toc511056097)

[Proposed Subcontractors for Major Items of Plant and Installation Services 70](#_Toc511056098)

[Others – Time Schedule 71](#_Toc511056099)

[Bidders Qualifications Following Prequalification 72](#_Toc511056100)

FINANCIAL BID

[Letter of Financial Bid 73](#_Toc509823384)

[Schedules of Rates and Prices 75](#_Toc509823385)

[Schedule No. 1 Plant and Mandatory Spare Parts Supplied from Abroad 75](#_Toc509823386)

[Schedule No. 2 Plant and Mandatory Spare Parts Supplied from   
Within the Employer’s Country 76](#_Toc509823387)

[Schedule No. 3 Design Services 77](#_Toc509823388)

[Schedule No. 4 Installation and Other Services 78](#_Toc509823389)

[Environmental, Social, Health and Safety (ESHS) Requirements 79](#_Toc509823390)

[Schedule No. 5: ESHS Requirements 79](#_Toc509823391)

[Schedule No. 6. Grand Summary 81](#_Toc509823392)

[Schedule No. 7 Recommended Spare Parts 82](#_Toc509823393)

[Schedule of Adjustment Data 83](#_Toc509823394)

[Summary of Payment Currencies 85](#_Toc509823395)

[Form of Bid Security 86](#_Toc509823396)

**TECHNICAL BID**

Letter of Technical Bid

*[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]*

Date:

ICB No.:

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We have no conflict of interest in accordance with ITB 4;
3. We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITB 4.4;
4. We offer to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in conformity with the Bidding Documents, the following Plant and Installation Services:

;

1. Our Bid shall be valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. Weare not participating, as a Bidder, in more than one Bid in this bidding process in accordance with ITB 4.2(e), other than alternative Bids submitted in accordance with ITB 13;

(g) We understand that this Technical Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(h) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us;

(i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

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 a JV specify the name of the JV as Bidder

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

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("**Contract**")[[4]](#footnote-4)

To: (**"Project Executing Agency"**)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)[[5]](#footnote-5) subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (*[*https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/*](https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/)*) must submit a fully completed and legally countersigned* *declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted,* *and not the declaration of tax conformity;*

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

1. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
2. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[[6]](#footnote-6) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[7]](#footnote-7):

Signature: …………..

Dated: ……………….

**Appendix 1**

**Declaration of tax conformity – binding confirmation for legal persons**

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services as a service provider (short-term expert) for KfW Group;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.............................. ................... .......................................................  
(Place) (Date) (Name of the consultant)

..............................................

(Signature(s))

**Appendix 1**

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services as a short-term expert for KfW Group;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.............................. ................... .......................................................  
(Place) (Date) (Name of the person)

......................................................

(Signature)

Technical Bid

* Site Organization
* Environmental, Social, Health and Safety (ESHS) Methodology
* Method Statement
* Mobilization Schedule
* Construction Schedule
* Plant
* Contractor’s Equipment
* Personnel
* Proposed Subcontractors for Major Items of Plant and Installation Services
* Others

Site Organization

*[insert any details required for Site Organization]*

Environmental, Social, Health and Safety Methodology

*[Before preparing and adapting the requirements or specifications listed hereafter the explanations to Section VII, 1 b) - Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works should be duly considered.]*

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

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

Information should be provided on all items of the above mentioned table of contents.

In order to address the highly sensitive ESHS issues highlighted during the project’s environmental and social impact assessment, the ESHS Methodology shall provide detailed information on the management of the following items: *[Delete items if not relevant and add sensitive issues with regards to the Project Area management and resulting from the project’s ESIA, ESMP or Environmental and Social Commitment Plan (ESCP) if any]*

1. ESHS resources and facilities and ESHS monitoring organization;
2. Project Areas description (base camps, quarries, borrow pits, storage areas);
3. Health & Safety on Project Areas;
4. Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge);
5. Relations with stakeholders, information and consultation of local communities and authorities;
6. Traffic management;
7. Hazardous products;
8. Wastewater (effluents);
9. Protection of water resources;
10. Atmospheric emissions, noise and vibrations;
11. Waste management;
12. Biodiversity : protection of fauna and flora;
13. Site rehabilitation and revegetation;
14. Erosion and sedimentation;
15. Control of infectious and communicable diseases (HIV/AIDS, malaria…).

A Bid for which the ESHS Methodology is evaluated as non‑substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

Method Statement

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

1. Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract.
2. Outline of the arrangements of the Bidder to manage coordination of Site access.
3. Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
4. [Comments on any offshore or waterfront aspects of the Works.]
5. Comments on logistics and traffic management *[as may be appropriate].*
6. Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements.
7. Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements.
8. *[Insert other information, as may be appropriate.]*

Mobilization Schedule

*[insert any details required]*

|  |  |  |  |
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Construction Schedule

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

1. Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
2. Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
3. Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
4. *[Other proposed measures as may be appropriate]*

Plant

*[insert any details required]*

Contractor’s Equipment

Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor’s 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  o Owned o Rented o Leased o 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 | |
|  |  | |
|  |  | |

Personnel

**Form PER-1**

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| **1.** | **Title of position\*** |
|  | **Name** |
| **2.** | **Title of position\*** |
|  | **Name** |
| **3.** | **Title of position\*** |
|  | **Name** |
| **4.** | **Title of position\*** |
|  | **Name** |

\*As listed in Section III.

Form PER-2

Resume of Proposed Personnel

|  |
| --- |
| **Name of Bidder** |

|  |  |  |
| --- | --- | --- |
| **Position** | | |
| **Personnel information** | **Name** | **Date of birth** |
|  | **Professional qualifications** | |
| **Present employment** | **Name of employer** | |
|  | **Address of employer** | |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present employer** |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
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Proposed Subcontractors for Major Items of Plant and Installation Services

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

|  |  |  |
| --- | --- | --- |
| **Major Items of Plant and Installation Services** | **Proposed Subcontractors/Manufacturers** | **Nationality** |
|  |  |  |
|  |  |  |
|  |  |  |

Others – Time Schedule

(to be used by Bidder when alternative Time forCompletion is invited in ITB 13.2)

Bidders Qualifications Following Prequalification

The Bidder shall update the information provided during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification by using the relevant Forms included in this Section. If needed, the Bidder may use any of the Prequalification Forms to notify a change, which occurred following the Prequalification.

**FINANCIAL BID**

|  |
| --- |
| Letter of Financial Bid |

*[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]*

Date:

ICB No.:

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8 ;
2. We have no conflict of interest in accordance with ITB 4;
3. We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITB 4.4.
4. We offer to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in conformity with the Bidding Document, the following Plant and Installation Services:
5. The price of our Bid, excluding any discounts offered in item (d) below is the sum of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (\_\_\_\_\_\_\_\_\_\_\_\_\_), **and** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (\_\_\_\_\_\_\_\_\_\_\_)
6. The discounts offered and the methodology for their application are:

;

1. Our bid shall be valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
3. Weare not participating, as a Bidder or a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2, other than alternative bids submitted in accordance with ITB 13;
4. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
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(If none has been paid or is to be paid, indicate “none.”)

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
3. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

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 to be attached with the Bid

|  |
| --- |
| **Schedules of Rates and Prices** |

*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### Schedule No. 1 Plant and Mandatory Spare Parts Supplied from Abroad

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Description | Code1 | Qty. | Unit Price2 | | Total Price2 |
|  |  |  |  |  | |  |
|  |  |  |  |  | *CIP* |  |
|  |  |  | *(1)* | *(2)* | *(3)* | *(1) x (3)* |
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| TOTAL (to Schedule No. 6. Grand Summary) | | | | | |  |
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|  |  |  |  |  |  |  |
|  |  |  | Name of Bidder | |  | |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Bidder | |  | |
|  |  |  |  |  |  |  |
| 1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.  2 Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies. | | | | | | |

Country of Origin Declaration Form

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Description | Code | Country |
|  |  |  |  |
|  |  |  |  |
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*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### Schedule No. 2 Plant and Mandatory Spare Parts Supplied from Within the Employer’s Country

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | | | Qty. | | EXW Unit Price1 | | EXW Total Price1 | |
|  |  | | | *(1)* | | *(2)* | | *(1) x (2)* | |
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| TOTAL (to Schedule No. 6. Grand Summary) | | | | | | | |  | |
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|  |  |  |  | |  | |  | |  |
|  |  |  | Name of Bidder | | | |  | | |
|  |  |  |  | |  | |  | |  |
|  |  |  |  | |  | |  | |  |
|  |  |  | Signature of Bidder | | | |  | | |
|  |  |  |  | |  | |  | |  |
| 1 Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid. | | | | | | | | | |

*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### Schedule No. 3 Design Services

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | | Qty. | Unit Price1 | | | | Total Price1 |
|  |  | |  | Local Currency Portion | | Foreign Currency Portion | |  |
|  |  | | *(1)* | *(2)* | | *(optional)* | | *(1) x (2)* |
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| TOTAL (to Schedule No. 6. Grand Summary) | | | | | | | |  |
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|  |  |  | | Signature of Bidder | | |  | |
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| 1 Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid. | | | | | | | | |

*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### Schedule No. 4 Installation and Other Services

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| Item | Description | Qty. | Unit Price1 | | | | Total Price1 | | |
|  |  |  | Foreign Currency Portion | | Local Currency Portion | | Foreign | | Local |
|  |  | *(1)* | *(2)* | | *(3)* | | *(1) x (2)* | | *(1) x (3)* |
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|  |  |  | Signature of Bidder | | |  | | | |
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| 1 Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid. | | | | | | | | | |

# Environmental, Social, Health and Safety (ESHS) Requirements

*[Before preparing and adapting the requirements or specifications listed hereafter the explanations to Section VII, 1 b) - Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works should be duly considered.]*

*[Amendments to the ESHS Specifications, if any, may require adjustment of the ESHS Cost Schedule]*

### Schedule No. 5: ESHS Requirements

| **Item N°** | **Description** | **ESHS Specifi­cations Clause N°** | **Unit** | **Amount *[specify currency]*** |
| --- | --- | --- | --- | --- |
| ESHS 1 | **Resources allocated to ESHS management** | Clause 4 | Lump sum |  |
| ESHS 2 | **Drafting and updating the ESHS documentation, reporting, inspections** | Clauses 1, 2, 3, 5, 6, 7, 9 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs of those tasks]* |
| ESHS 3 | **Implementation of the Health and Safety Plan:**  Meetings, health care center, medical check‑ups, emergencies and evacuations, safety protective equipment, hygiene | Clauses 1, 9, 21 to 25, 27 to 35, 37, 38 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs of those tasks]* |
| ESHS 4 | **Accommodation, drinking water, meals and transportation of staff(\*)**  (\*) : The Bidder shall detail the financial conditions of the supply of accommodation, meals and transport to its staff: | Clauses 36, 40, 41 | Lump sum  Lump sum  Lump sum | *[The cost for “site mobilization” should exclude all or part of the costs of those tasks]* |
| * Accommodation |  |
| * Meals |  |
| * Transport |  |
| ESHS 5 | **Training and local recruitment management costs** | Clauses 8, 39 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs associated to those tasks]* |
| ESHS 6 | **Protection of adjacent areas, biodiversity, prevention of erosion and wastewater management** | Clauses 10, 11, 12, 17, 18 | Lump sum |  |
| ESHS 7 | **Traffic, noise and atmospheric emissions management, land take** | Clauses 13, 14, 42, 43, 44 | Lump sum |  |
| ESHS 8 | **Waste and hazardous products management** | Clauses 15, 26 | Lump sum |  |
| ESHS 9 | **Vegetation clearing and site rehabilitation** | Clauses 16, 19, 20 | Lump sum | *[The cost for “site mobilization” should exclude all or part of the costs associated to those tasks]* |
| **Total for Bill ESHS** | | | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| ESHS costs are deemed to cover operations on all Sites (as defined in Clause 1.3 of ESHS Specifications)  Interim payment certificates shall include the portion of each ESHS cost amounting to the percentage of the actual progress achieved in executing the ESHS measures in compliance with the ESHS Specifications and approved by the Engineer. | | | | |

*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### 

### Schedule No. 6. Grand Summary

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | | | | Total Price1 | | | |
|  |  | | | | Foreign | | Local | |
|  |  | | | |  | |  | |
|  | Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad | | | |  | |  | |
|  | Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the Employer’s Country | | | |  | |  | |
|  | Total Schedule No. 3. Design Services | | | |  | |  | |
|  | Total Schedule No. 4. Installation and Other Services | | | |  | |  | |
|  | Total Schedule No. 5. ESHS Requirements | | | |  | |  | |
|  |  | | | |  | |  | |
| TOTAL (to Bid Form) | | | | | | |  | |
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|  |  |  | Name of Bidder | | |  | | |
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|  |  |  | Signature of Bidder | | |  | | |
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| 1 Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid. Create and use as many columns for Foreign Currency requirement as there are foreign currencies | | | | | | | | |

*(All schedules of rates and prices shall clearly specify the applicable taxes)*

### Schedule No. 7 Recommended Spare Parts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | | Qty. | Unit Price | | | Total Price | |
|  |  | |  | CIF or CIP  (foreign parts) | | EXW  (local parts) |  | |
|  |  | | *(1)* | *(2)* | | *(3)* | *(1) x (2) or(3)* | |
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|  |  |  | Signature of Bidder | | |  | | |
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### Schedule of Adjustment Data

*[Note: this schedule should be inserted in the Bidding Documents when prices are to be adjustable – refer to BDS ITB 17.7; it must be deleted for a fixed price Contract]*

Section(s) of Works: *[the insertion of various sections and separate tables will be necessary when sections of works (or the Schedules) have very different currency contents]*

**Table of Weightings**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Factor and description | Range of Values permitted | Weightings for each payment currency  (2) | | Totals  (3) |
|  | **(1)** | (national currency) | (foreign currency: EUR) |  |
| X Non Adjustable |  |  |  |  |
| (a) Labour |  |  |  |  |
| (b) |  |  |  |  |
| (c) |  |  |  |  |
| etc. |  |  |  |  |
| Total |  |  |  | 1.00 |

**The Employer shall indicate (i) the value of the fixed element X in the price adjustment formula in Columns (1) and (3), and (ii) acceptable ranges for the weightings (a), (b), (c) of the adjustment factors in the formula.**

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

|  |  |  |  |
| --- | --- | --- | --- |
| Index Code | Index Description/  identification | Publication Source for the Index | Base Value in  *[month]* ([[8]](#footnote-8)) |
| (T) |  |  |  |
| (S) |  |  |  |
| ( ) |  |  |  |

**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

|  |  |  |  |
| --- | --- | --- | --- |
| Index Code | Index Description/  identification | Publication Source for the Index | Base Value in  *[month]* ([[9]](#footnote-9)) |
| (T) |  |  |  |
| (S) |  |  |  |
| ( ) |  |  |  |

Bidder’s Signature

**Example**

The following example shows a table of weightings and the corresponding price adjustment formula, which are derived from it, on the basis of the following assumptions:

- Three weightings/factors are shown in this example: X is the non-adjustable portion and two adjustment factors (a and b) contribute to price adjustment through the variation of Indices T and S respectively, for which the respective ranges permitted by the Employer and values selected by the Bidder are shown in the table; these values are to be used in the price adjustment formula.

- Two payment currencies are shown in this example: the national currency (l) and a foreign currency (f), the indices T and S are the respective indices in the country of the currency.

- The data in bold are those specified by the Employer in the Bidding Documents, whereas the other data are provided either by the Bidder in its Bid or by the Contractor in the payment requests

**Table of Weightings:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Factor and description | Range of Values permitted | Weightings for each payment currency | | Totals |
|  |  | **l** | **f** |  |
| X  a  b | **0,15**  **0,30 - 0,50**  **0,25 - 0,45** | 0,05  0,15  0,20 | 0,10  0,25  0,25 | **0,15**  0,40  0,45 |
| Totals |  | 0,40 | 0,60 | 1,00 |

Formula to be used for calculation of adjustment of payments:

Payments in national currency (n): 

Payments in foreign currency (f): 

### Summary of Payment Currencies

Table: Option A

*To be used only with Option A*

*“Bidders to quote entirely in local currency” (Sub-clause BDS 15.1)*

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 x B** | **D**  **Percentage of  Total Bid Price (TBP)**  **100xC**  **TBP** |
| **Local currency** |  | **1.00** |  |  |
| **Foreign currency: EUR** |  |  |  |  |
| **Total Bid Price** |  |  |  | **100.00** |
| **Provisional sums expressed in local currency** | [To be entered by the Employer] |  | [To be entered by the Employer] |  |
| **TOTAL BID PRICE (including provisional sum)** |  |  |  |  |

**Table: Option B**

*To be used only with Option B*

*“Bidders allowed to quote in local and foreign currencies” (Sub-Clause BDS 15.1)*

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

|  |  |
| --- | --- |
| *Name of currency* | *Amounts payable* |
| Local currency: |  |
| Foreign currency: EUR |  |
| Provisional sums expressed in local currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | *[To be entered by the Employer]* |

|  |
| --- |
| Form of Bid Security |

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**BID 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 and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of *[Insert project, object of the contract/brief description of the works]* under International Competitive Bidding No. *[Insert ICB number].*

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by usof the Beneficiary’s first 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 during the period of bid validity set forth in the Applicant’s Bid Submission Form (the Bid Validity Period”); or

(b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee shall expire not later than *[Insert expiry date][[10]](#footnote-10)*.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert[[11]](#footnote-11):* This guarantee is subject to the Uniform Rule for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.*]*

|  |  |  |
| --- | --- | --- |
| Place, date |  | Guarantor’s authorized signature(s) |

Section V. Eligibility Criteria

**Eligibility in KfW-Financed Procurement**

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;

2.2 have been

(a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

(b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;

2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA’s country;

2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank’s website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW’s satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. **Sanctionable Practice**

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA’s detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;

(b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

|  |  |
| --- | --- |
| **Coercive Practice** | The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person. |
| **Collusive Practice** | An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person. |
| **Corrupt Practice** | The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action. |
| **Fraudulent Practice** | Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation. |
| **Obstructive Practice** | Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice. |
| **Sanctionable Practice** | Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement. |

1. **Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

1. comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation[[12]](#footnote-12) (ILO) and international environmental treaties and;
2. implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – Employer’s Requirements

|  |
| --- |
| Section VII. Employer’s Requirements |

Contents

1. Specifications
2. Scope of Supply of Plant and Installation Services by the Contractor
3. Technical Specifications
4. Specifications for Project Area Environmental, Social, Health and Safety Management (ESHS)
5. Personnel Requirements
6. Equipment Requirements
7. Drawings
8. **Supplementary Information**

1. Specifications

a) Scope of Supply of Plant and Installation Services by the Contractor

*[Employer to insert Scope.]*

1. Technical Specifications

*[Employer to insert Technical Specifications.]*

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| c) Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works  *[****Note to the Employer as to the preparation of the ESHS Specifications***  *Projects financed by KfW are categorized in categories A, B+, B or C depending on their adverse environmental and social impacts and risks. This categorization takes place at an early stage and applies to the overall Project. However, typically, projects comprise several components and specific individual contracts are awarded to consultants, contractors, firms or suppliers. The categorization of these individual contracts may differ from the categorization of the overall project (e.g. a separate supply contract for computers, or a separate small works contract for the rehabilitation of a guard house etc. may be categorized as minor, whereas the overall project may be a large hydro power project categorized as A).*  *When establishing the ESHS Specifications for an individual contract, the potential environmental and social impacts and risks and in particular those related to occupational health and safety aspects (OHS) of this specific contract must be taken into account. The relevant parts of the standard ESHS Specifications listed below in Part 2 shall be modified accordingly.*  *If a country has own ESHS requirements, which are more stringent than the present standard ESHS requirements, then these may apply.*  *For individual contracts with* ***significant environmental and social impacts*** *and / or significant operational health and safety (OHS) impacts and risks, modifications must ensure* ***high ESHS standards****. The ESHS Specifications listed below are designed for contracts with high ESHS standards and need to be adapted for contracts with lower ESHS standards.*  *For medium sized contracts with* ***limited environmental and social impacts and risks*** *and / or limited operational health and safety (OHS) impacts and risks, the modifications of the ESHS Specifications shall ensure* ***elevated ESHS standards.***  *For small contracts with* ***minor environmental and social impacts and risks*** *and minor OHS impacts and risks, the modifications must ensure* ***basic ESHS standards****. A basic set of ESHS Specifications especially with regards to operational health and safety (OHS) of workers on site shall be maintained.*  *Modifications of the below listed ESHS Specifications shall be reflected in the ESHS Cost Schedule and the ESHS Methodology in Section IV and should be in line with the ESHS requirements for Bidders during qualification. In any case, any modification of the ESHS Specifications shall not result in lower standards than applicable standards in the Employer’s country.]*  Throughout the ESHS Specifications, a reference to the Conditions of Contract (CC) means a reference to both the General Conditions of Contract and the Particular Conditions of Contract. Readers should apply due care, when referring to a specific Clause or Sub-Clause, and:   1. Read first the Clause or Sub-Clause text from the General Conditions of Contract; 2. Then check whether this text has been amended by the Particular Conditions of Contract, and if so, to which extent.   As per CC Sub-Clause 1.5, when interpreting the Contract, the terms of the Particular Conditions of Contract prevail over those found in the General Conditions of Contract.    Any term in these ESHS Specifications which is identical to a term in the Conditions of Contract shall have the same meaning as the one defined in the Conditions of Contract.  Any term in capital letters in these ESHS Specifications is defined in CC Sub-Clause 1.1 – Definitions. |

**Table of Contents**

[**A. Environmental, Social, Health and Safety Management 100**](#_Toc521923366)

[1. Responsibilities and liabilities 100](#_Toc521923367)

[2. ESHS Planning Documents 101](#_Toc521923368)

[3. Management of Non‑Conformities 103](#_Toc521923369)

[4. Resources allocated to ESHS management 104](#_Toc521923370)

[5. Inspections 106](#_Toc521923371)

[6. Reporting 106](#_Toc521923372)

[7. Code of Conduct 107](#_Toc521923373)

[8. ESHS Training 108](#_Toc521923374)

[9. Standards 110](#_Toc521923375)

[**B. Protection of the Environment and People 110**](#_Toc521923376)

[10. Protection of adjacent areas 110](#_Toc521923377)

[11. Selection of borrow areas, backfill material stockpile sites and access road 112](#_Toc521923378)

[12. Pollution prevention 112](#_Toc521923379)

[13. Effluents 113](#_Toc521923380)

[14. Atmospheric emissions and dust 114](#_Toc521923381)

[15. Noise and vibration 116](#_Toc521923382)

[16. Waste 116](#_Toc521923383)

[17. Vegetation clearing 120](#_Toc521923384)

[18. Biodiversity 122](#_Toc521923385)

[19. Erosion and sediment transport 124](#_Toc521923386)

[20. Site rehabilitation 127](#_Toc521923387)

[21. Documentation on site conditions 128](#_Toc521923388)

[**C. Health and Safety 129**](#_Toc521923389)

[22. Health and Safety Plan 129](#_Toc521923390)

[23. Health and Safety Reporting 130](#_Toc521923391)

[24. Accident reporting procedure 130](#_Toc521923392)

[25. Health and Safety meetings 131](#_Toc521923393)

[26. Security 132](#_Toc521923394)

[27. Equipment and operating standards 132](#_Toc521923395)

[28. Work permit 132](#_Toc521923396)

[29. Personal protective equipment 132](#_Toc521923397)

[30. Dangerous substances 133](#_Toc521923398)

[31. Planning for emergency situations 135](#_Toc521923399)

[32. Medical check‑ups 136](#_Toc521923400)

[33. First-aid 137](#_Toc521923401)

[34. Medical Services and Personnel 137](#_Toc521923402)

[35. Health care 137](#_Toc521923403)

[36. Emergency medical evacuations 138](#_Toc521923404)

[37. Access to health care and training 138](#_Toc521923405)

[38. Health monitoring 139](#_Toc521923406)

[39. Sanitary repatriation 139](#_Toc521923407)

[40. Hygiene, accommodation and food 139](#_Toc521923408)

[41. Substance abuse 142](#_Toc521923409)

[**D. Local labour and relations with local communities 142**](#_Toc521923410)

[42. Labour conditions 142](#_Toc521923411)

[43. Local recruitment 142](#_Toc521923412)

[44. Transport 144](#_Toc521923413)

[45. Workers´acco-mmodation 145](#_Toc521923414)

[46. Meals 146](#_Toc521923415)

[47. Community Interaction 146](#_Toc521923416)

[48. Damage to people and property 147](#_Toc521923417)

[49. Land acquisition and land take 148](#_Toc521923418)

[50. Traffic management 148](#_Toc521923419)

[51. Fossils/ Archaeological Chance Finds 150](#_Toc521923420)

[Appendix 1 Example for the Contents of a PA-ESMP 151](#_Toc521923421)

[Appendix 2 - Properties rendering a product dangerous 156](#_Toc521923422)

1. Environmental, Social, Health and Safety Management

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| 1. Responsibilities and liabilities | * 1. In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the present Environment, Social, Health and Safety specifications (ESHS).   2. The Contractor is liable for all damages to the environment and people caused by the execution of the works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Engineer’s instruction.   3. Under the Contract and as introduced by the present ESHS Specifications, the term “Project Area” means:  1. The land where work will be carried out; or 2. The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or 3. Quarries for aggregates, rock material and riprap; or 4. Borrow areas for sand and other selected material; or 5. Stockpiling areas for backfill material or other demolition rubble; or 6. Any other location, specifically designated in the Contract as a Project Area.   The term “Project Area” encompasses any individual Project Area or all Project Areas.  For the sake of clarity, Project Area is a different concept than Site under CC Sub-Clause 1.1.6.7.  Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications.  Site is the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor’s risk.  In term of physical footprint, the CC Sub-Clause 1.1.6.7 Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.   * 1. The ESHS Specifications refer to:  1. Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e. including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas; 2. Health and safety conditions to be maintained for the Contractor’s personnel and any other person present on the Project Areas, or along access routes; 3. Working practices and the protection of people and populations living near the Project Area, but exposed to the general disturbance caused by works.    1. Subcontractors   The Contractor shall ensure that all Subcontractors and Suppliers (in particular those for major supply items) are familiar with the ESHS requirements and guidelines valid on Site and Project Area.   * 1. Applicable regulations   The Contractor must identify all applicable laws, permits and regulations in relation to the protection of the environment (water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater) and, pursuant to Clauses 4 and 6 of the CC, the protection of people (labour law, indigenous populations, standards on occupational exposure, other). The Contractor must list all texts, standards and other regulatory limitations in its Project Area Environmental and Social Management Plan (PA-ESMP as specified in ESHS Specifications Sub-Clause 2.1) and specify the means taken for compliance. |
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| 1. ESHS Planning Documents | * 1. The Contractor prepares and ensures prior validation by the Engineer, implementation and regular update of the Project Area Environmental and Social Management Plan (PA-ESMP), which includes Health and Safety aspects.   2. The PA-ESMP represents the unique reference document in which the Contractor defines in detail all organisational and technical provisions implemented to satisfy the obligations of the present ESHS Specifications.   3. The Contractor defines in the PA-ESMP the number, the locations and the type of Project Area as defined in ESHS Specifications Sub-Clause 1.3. For each Project Area, unless otherwise agreed by the Engineer, the Contractor establishes site specific management strategies and implementation and monitoring plans (Site-ESMP) to manage and monitor Environmental, Social, Health and Safety (ESHS) risks, depending on the type, scope and risks of the project and as assessed in the project´s Environmental and Social Impact Assessment (ESIA). These sub-plans shall be included in the PA-ESMP and include: * e.g. Health and Safety Plan * e.g. Traffic Management Plan (to ensure safety of local communities from construction traffic) * e.g. Water Resource Protection Plan (to prevent contamination of drinking water) * e.g. Boundary Marking and Protection Strategy (for mobilization and construction to prevent offsite adverse impacts) * e.g. Biodiversity Action Plan * e.g. Worksite Management Plan * e.g. Site Emergency Plan * e.g. Accommodation Plan * e.g. Waste Management Plan * e.g. Hazardous Materials Management Plan * e.g. Specific mitigation plan for endangered species in the wider area * e.g. Emergency plan * e.g. Community Interaction plan   1. The PA-ESMP (and the sub-plans) are structured according to the plan specified in Appendix 1 of the present ESHS Specifications.   2. PA-ESMP covers the entire period from the Contract Agreement signature date to the date of issue of the Performance Certificate by the Engineer.   3. Unless agreed otherwise by the Engineer, the PA-ESMP is written in the language of communication defined under Sub-Clause 1.4 of the CC.   4. The first draft version of the PA-ESMP is to be provided by the Contractor to the Engineer within 28 days from the date of execution of the Contract Agreement.   5. The Contractor shall proceed in accordance with the programme, subject to the Engineer’s approval of the PA-ESMP. The Employer’s Personnel shall be entitled to rely upon the programme when planning their activities.   6. No physical work or activity shall commence on any Project Area until such time when the PA-ESMP, and the annexed Site-ESMP corresponding to the Project Area, are approved by the Engineer.   7. During the execution of the works, whenever instructed by the Engineer, the PA-ESMP will be updated by the Contractor and reissued to the Engineer. The revised version shall highlight the new elements incorporated in the document. Such approval shall only be withheld if the PA-ESMP shows substantial deficits.   8. Related to the PA-ESMP, the Contractor will be responsible for:   9. communicating the contents of the ESMPs to their Subcontractors and Suppliers (in particular those for major supply items) and workers and training them to ensure that they understand their respective responsibilities   10. ensuring that adequate resources are mobilised to implement the specific Plans, including input from any specialist resources necessary to ensure effective planning and implementation of measures   11. ensuring that the procedures established in the PA-ESMPs are complied with by their workers and Suppliers (in particular those for major supply items)   12. implementing effective monitoring measures listed in the PA-ESMP to ensure that the effectiveness of the activities are assessed and any issues are promptly detected and addressed   13. ensuring that lessons are learned and corrective actions are taken   14. keeping the Engineer fully informed of any Project Area ESHS issues. |
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| 1. Management of Non‑Conformities | * 1. In application of Clause 5, non-conformities detected during inspections carried out by the Engineer are subject to a process adapted to the severity of the situation. The non-conformities will be defined as deviations from the requirements of the applicable regulations, the present ESHS Specifications, the ESMP, and the Worksite - ESMP. Non-conformities are divided into 4 categories as follows:  1. Notification of observation of minor non-conformities. The non-conformity results in a notification to the Contractor’s Representative, followed-up by a signed notification of observation prepared by the Engineer. The multiplication of notifications of observation at the Project Area, or absence of corrective actions by the Contractor, can result in the severity of the non-conformity being raised to that of level 1.    * 1. Level 1 non-conformity: Non-conformities that do not represent a serious immediate risk for health, environment, social or safety. The non-conformity is the subject of a report addressed to the Contractor and which shall be resolved within five (5) days. The Contractor addresses to the Engineer a report explaining how the non-conformity has been corrected. Further to an inspection and a favourable evaluation of effectiveness of the corrective action, the Engineer signs a close-out report for the non‑conformity. In all cases where a non‑conformity of level 1 is not resolved within one (1) month, the severity of the non-conformity is raised to level 2.      2. Level 2 non-conformities: applies to all non‑conformities that represent a risk with major consequences to health and/or the environment, social or safety. The same procedure as for level 1 non-conformities is applied. Corrective action shall be taken by the Contractor within three (3) days. The Contractor addresses a report explaining the corrective actions implemented. All level 2 non‑conformities, which are not resolved within one (1) month, are raised to level 3.      3. Level 3 non-conformities: applies to all non‑conformities that have resulted in damage to health or the environment, or which represent a high safety hazard or high social risk. The highest levels of the Contractor’s and Engineer’s hierarchies present in the Employer’s country are informed immediately and the Contractor has twenty-four (24) hours to bring the situation under control. Pursuant to Clause 14.6 of the Particular Conditions of Contract (PC), a level 3 non‑conformity results in the staged reduction of interim payments until the non-conformity has been resolved. Following the resolution of the Level 3 non-conformity the reduction(s) will be included in the next Interim Payment Certificate for payment. No interest will be paid on any reductions or suspended payment amounts. If the situation requires, and in pursuance to Clause 8.8 of the PC, the Engineer can order the suspension of work until the resolution of the non‑conformity. |
| 1. Resources allocated to ESHS management | * 1. ESHS supervisors and managers      1. Pursuant to Sub-Section Specifications (c) Personnel Requirements, Sub-Clause 4.18 of the CC and in addition to the provisions of Sub-Clause 6.7 of the CC, the Contractor appoints at one or several competent Environment, Social, Health and Safety manager in charge of implementing the present ESHS Specifications.      2. The appointment of the ESHS Manager shall include specific instruction to enforce regulations and delegated authority to take any action, measure or to issue instructions regarding their enforcement. All staff and labour within the Project Area shall be made aware of the name and authority of the ESHS managers and supervisors.      3. The ESHS manager holds the power within the Contractor’s organisation to suspend the works if considered necessary in the event of severe non-conformities, and allocate all resources, personnel and equipment required to take any corrective action considered necessary. The ESHS Manager speaks fluently the language of communication of the Contract, and the official language of the Employer’s country, if the language of communication of the Contract is not the official language.      4. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, ESHS supervisors represent the ESHS Manager within work teams. Their role is to ensure that the works are carried out pursuant to the present ESHS Specifications and notify the ESHS Manager of any detected non-conformities.   2. Personnel in charge of relations with external stakeholders      1. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor appoints an External Stakeholders Relations Manager responsible for relations local communities, administrative authorities, and representatives of economic activities located within one hour travel from the Project Area. In smaller projects, the person responsible for relations with external stakeholders can also be the ESHS Manager appointed under Sub-Clause 4.1.a) of the ESHS Specifications, providing that the latter speaks the local population language fluently.      2. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor shall appoint several subject specific Community Liaison Officers.      3. Personnel in charge of relations with external stakeholders will be based on or near the Project Area on a permanent basis.      4. Administrations and local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details so as to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor’s Personnel, inside or outside the Project Area.   3. The team, including the ESHS supervisors and manager, and the person in charge of relations with external stakeholders, will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay. Commensurate with the size and location of the project, this may include: |
|  | 1. A 4WD vehicle (unless otherwise instructed by the Engineer) and the necessary operating budget; 2. A complete IT workstation: computer, printer, Internet access; 3. Field equipment: GPS, digital camera; 4. One communication equipment per person adapted to the context (mobile phone, satellite phone, or, should coverage not be adequate, a long-range two-way radio). 5. Lists of equipment will be maintained on site for inspection by Employer. |
| 1. Inspections | * 1. The ESHS Manager will carry out an ESHS inspection of the facilities and Project Area on a weekly basis. A written report of reasonable length will be drafted for each weekly inspection, in a format approved by the Engineer, addressing non-conformities detected on the Project Area as specified in the present ESHS Specifications.   2. Any non-conformity shall be immediately addressed by corrective actions, which will be mentioned in the reports to the Engineer. |
|  | * 1. Each non‑conformity will be documented by a digital photograph with captions to provide a visual illustration, explicitly indicating the location, date of inspection and the non-conformity in question. |
| 1. Reporting | * 1. The Contractor includes a summary of ESHS activities implemented in relation to the execution of the works during the reporting period in the monthly Progress Report (as specified in Sub-Clause 4.21 of the CC) to the Engineer. The Contractor shall report on compliance with applicable laws, permits and regulations and the project related ESHS requirements. E.G. key issues shall include: monitoring results, covering amongst other issues, safety issues, incidents/accidents, need for corrective measures, conflicts amongst construction workforce or with local residents, grievances of workforce or stakeholders, any other details related to the social and environmental management and performance. Issues related to Subcontractors and Suppliers (in particular those for major supply items) shall also be included.   2. The ESHS progress report is written exclusively in the language of communication defined under Sub-Clause 1.4 of the CC.   3. Specific reporting requirements related to Health and Safety are detailed in the respective section (e.g. Health and Safety, accident reporting) |
| 1. Code of Conduct | * 1. A Code of Conduct is established by the Contractor for the Project Areas, addressing the following: safety rules, zero tolerance for substance abuse (as defined in Clause 41 of these ESHS specifications), environmental sensitivity of areas around the Project Areas, the dangers of STDs and HIV/AIDS, gender issues (in particular sexual harassment) and respect for the beliefs and customs of the populations and community relations in general (drawing special attention to the risks of prostitution and human trafficking).   2. The rules are clearly displayed at the different Project Areas and posted in the Contractor’s vehicles and machinery driving cabs. |
|  | * 1. The rules confirm the Contractor’s commitment to implementing the ESHS provisions provided for in the Contract.   2. New Contractor's Personnel and existing Contractor's Personnel are made aware and acknowledge their understanding of the rules of procedure and the associated provisions. Rules of procedure document are initialed by all Contractors' Personnel prior to the start of any physical work at any Project Area. |
|  | * 1. Pursuant to Sub-Clauses 6.9 and 6.11 of the CC, the rules of procedure include a list of acts considered as serious misconduct and which must result in dismissal from any Project Area by the Contractor, or by the Engineer if the Contractor is not acting in due course, should a Contractor's Personnel repeatedly commit an offence of serious misconduct despite awareness of the rules of procedure, and this is without prejudice to any legal action by any public authority for non-compliance with applicable regulations:  1. Drunkenness during working hours, leading to risks for the safety of local inhabitants, customers, users and personnel; 2. Punishable statements or attitudes, and sexual harassment in particular; 3. Violent behavior; 4. Intentional damage to the assets and interests of others, or the environment; 5. Repeated negligence or imprudence leading to damage or prejudice to the environment, the population or properties, particularly breaching provisions intended to prevent the spreading of STD and AIDS; 6. Drug use; 7. Possession and/or consumption of meat or any other part of an endangered animal or plant as defined in the Washington convention (CITES) and national regulations. 8. Entering property of neighboring people without permission of the landowners or those cultivating/renting the land. |
|  | * 1. Serious misconduct, such as organization of sex trade (pimping), committing pedophilia, physical aggression, drug trafficking, deliberate and severe pollution, trading and/or trafficking in all or part of protected species, shall lead to immediate dismissal as of the first report of misconduct is detected, in application of the rules of procedure and labour laws. |
|  | * 1. The Contractor establishes a record for each case of serious misconduct, and a copy will be provided to the Contractor's Personnel in question, indicating all action taken to terminate the misconduct by the Contractor's Personnel in question and to bring the attention of other Contractor's Personnel to the type of incident detected. This record will be provided to the Engineer as an attachment to the ESHS progress report (see ESHS Specifications Sub-Clause 6.1.).   2. The Contractor shall without delay inform the Engineer who in case of serious misconduct shall immediately inform the Employer. |
| 1. ESHS Training | * 1. The Contractor prepares a training programme adequate for the works to be performed within the Project Areas and the personnel engaged in the works.   2. The Contractor ensures that Employees with direct responsibility for activities relevant to the Project’s ESHS performance are adequately qualified and trained so that they have the knowledge and skills necessary to perform their work.   3. Training sessions are two-fold: introductory sessions for starting work at the Project Area, and technical training as required in relation to the execution of the works. |
|  | * + 1. Starting work sessions are organised for each Contractor's Personnel and shall cover as a minimum:  1. Rules of procedure; 2. Safety rules on Project Areas; 3. Protection of areas adjacent to Project Area; 4. Risks relating to sexually transmitted diseases (Sub-Clause 6.7 of the CC), prostitution, human trafficking, and sexual harassment; 5. Basic health: combating malaria (if prevalent) and waterborne diseases, improving hygiene; 6. HIV/AIDS sensitization training, 7. Gender sensitization; 8. Emergency response procedures or evacuation; 9. Community relations training for workers interacting with local communities; 10. Communication of the contents of the Employment, Training and Worksite Management Plans to workers and all Subcontractors and Suppliers (in particular those for major supply items) and training them to ensure they understand their responsibilities with respect to employment, training and worksite management, incident reporting and response. 11. Health and Safety awareness training 12. The Contractor shall be responsible for informing all workers of the Worker Grievance Mechanism at the time of hiring     1. The Contractor shall ensure that adequate resources are mobilised for these trainings, including input from any specialist resources necessary to ensure effective planning and implementation of measures and that trainings are delivered in a timely manner.     2. Technical training: 13. Training in the skills needed for tasks requiring a work permit (see ESHS Specifications Clause 27) 14. Training in first aid and transporting the injured 15. If applicable: appropriate driving skills 16. If applicable: the Contractor establishes and implements a transparent and binding Local Workforce and Supplier Training plan to enhance the capabilities of local people and companies, with a view to increasing local content 17. a matrix of training requirements showing the training frequency and interval between refresher courses and covering:     1. The Contractor details in the training programme the actions and ESHS training for all Subcontractors and Suppliers (in particular those for major supply items) or personnel of a joint venture when applicable.     2. The Contractor prepares an awareness program for local communities on the risks of prostitution, human trafficking and other forms of illegal trafficking.     3. The Contractor shall develop means of confirming that the training system is effective. |
| 1. Standards | * 1. The Contractor complies with all applicable norms, standards and discharge limit values defined in the national regulations of the Employer’s country regulations and pursuant to Sub-Clause 1.6 of the present ESHS Specifications. |
|  | * 1. The Contractor complies with norms, standards and discharge limit values recommended by the specialised international organisations affiliated to the United Nations, as described in ESHS Specifications 9.3 below. In the event of discrepancies in between international standards and national regulations, the Contractor shall comply with the most stringent requirements. |
|  | * 1. The specialised international organisations affiliated to the United Nations referred to in ESHS Specifications Sub-Clause 9.2 include:  1. World Bank, including the IFC and its Environmental, Health and Safety guidelines available from http://www.ifc.org/ehsguidelines;   For matters not addressed in the above mentioned IFC document, the most stringent of the norms, standards and discharge limit values of the following institutions shall apply:   1. World Health Organization (WHO); 2. International Labour Organization (ILO) in particular in pursuance to Clauses 6.20, 6.21, 6.23 and 6.24 of the PC (Part B); 3. International Maritime Organization (IMO). |

1. Protection of the Environment and People

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| 1. Protection of adjacent areas | | * 1. The Contractor shall be responsible for any foreseeable adverse environmental and social impacts arising from its activities and operations and for putting in place any necessary measures to avoid or if not possible mitigate them.   2. Pursuant to Sub-Clause 4.18 of the CC, and unless instructed otherwise by the Engineer, the Contractor uses construction methods and means of protection in order to avoid or minimize adverse effects that are incurred on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality in areas within any Project Area and its surroundings for the entire duration of the works.   3. Prior to the start of Project activities, the Contractor will stake out the alignments, boundaries and limits of Project sites in accordance with plan(s) agreed upon in advance with the Engineer. Contractor will establish the working strip to restrict the area of impacts to within the working corridor and limit personnel and vehicle movements to only within working areas.   4. All Project work activities will stay within the staked out alignments and boundaries, and outside the designated ecologically and archaeologically sensitive areas unless specifically authorised by the Employer as part of the Project.   5. Prior to construction, the Contractor shall place signs with environmental protection information in areas identified as environmentally sensitive, and other areas where sensitive flora and fauna species are situated immediately adjacent to construction areas and that may be inadvertently disturbed or damaged during construction. Sensitive areas may include, but are not limited to, nest sites, plant and wildlife species of high conservation value, site-specific habitat features to be protected. |
|  | * 1. Wetland areas include marshes, fens, mires or natural or artificial bodies of water, whether permanent or temporary, where water is stagnant or flowing, fresh, saline or briny, including seawater with a low-tide depth of six metres or less. Filling of all or part of a wetland area is not permitted, unless the works are necessary according to the provisions of the Contract or the instructions of the Engineer. |
|  | * 1. With the exception of access roads, or unless instructed otherwise by the Engineer, the entire perimeter of land sites with a surface area of less than 2 hectares is physically demarcated with a fence or tape. For Project Area with a surface area of more than 2 hectares, the perimeter will be physically demarcated by a perimeter track, road, signs or any other means leaving no possible ambiguity as to the location of the Project Area perimeter. |
|  | * 1. Unless otherwise specified, the perimeter of the Project Area is at a distance of at least:  1. 50 m from any permanent water course and outside of floodable areas; 2. 300 m from sensitive urban services and buildings (health centre, school, water supply for populations); 3. 200 m from any housing; and 4. 300 m from housing in the specific case of work requiring the use of explosives.    1. If the footprint of the works are located in the situations a) to d) of the ESHS Specifications Sub-Clause 10.8 above, and unless agreed upon otherwise by the Engineer, the Contractor will contract a bailiff to make a sworn statement regarding the existence and conditions of residential buildings situated around the site with a distance specified in Sub-Clause 10.8 above.    2. The Contractor shall perform a topographic survey of all additional areas and facilities, including ground elevations in order to reinstate the land after termination of the works; this includes recording all perimeter GPS coordinates; and ensuring that the entire area proposed for land take or temporary usage is included in the survey and recorded via photographs. Access roads shall be identified as new, upgraded or existing. All data, including GPS coordinates, shall be provided electronically to the Engineer.    3. The bailiff’s sworn statement is prepared and provided to the Engineer with the Site-ESMP. |
| 1. Selection of borrow areas, backfill material stockpile sites and access road | * 1. The Contractor will submit to the Engineer for prior approval, including but not limited to (i) the location of proposed borrow areas or areas to be excavated, or (ii) proposed backfill material stockpile locations or zones designated for the rubble from demolition works; maintenance facilities, storage areas, batch plants, etc.   2. This requirement also applies to the side casting during the construction of linear infrastructure (roads, pipelines, transport routes) and which are included in the category of stockpiling of waste material. |
|  | * 1. The opening or rehabilitation of all access routes between Project Areas will be shown on a map and approved by the Engineer prior to the start of the corresponding works. |
| 1. Pollution prevention | * 1. The Contractor shall take the necessary measures to ensure that pollution to air, water or land is prevented or, where this is not possible, reduced and mitigated as far as practicable during the construction phase. If required in the PA-ESMP the Contractor will develop a pollution prevention Plan for managing e.g. atmospheric emissions and dust, e.g. noise and vibrations, e.g. waste (specified in ESHS Specifications 13, 14 and 15 below):  1. liquid effluents (see Clause 15 of these ESHS specifications) 2. air emissions 3. noise and vibration management 4. vehicle and equipment maintenance and selection 5. fuel, oil and chemical storage and handling.    1. Environmental and/or occupational health and safety regulators will be notified and informed as required by applicable laws about any Environmental pollution. The Contractor shall ensure that all appropriate environmental protection measures are adopted during the clean-up process after termination of works and that clean-up activities are appropriately documented |
| 1. Effluents | * 1. Effluents consist of liquid discharges, including infiltration, from Project Area, transporting a pollutant (dissolved, colloidal or particles).   2. A pollutant is a given chemical compound that is at a concentration greater than the limit value established for that compound according to the Clause 9 of the present ESHS Specifications.   3. If no recognized threshold exists for a chemical compound pursuant to ESHS Specifications Sub-Clause 12.2, the Contractor provides proof that the concentrations of the chemical in effluents released (discharged) to the environment are harmless to it and human beings.   4. No effluent is discharged by the Contractor neither into water courses or bodies including marine environment nor to ground surface or infiltrated into subsoils, without prior treatment and without monitoring quality of the treatment’s performance to guarantee the absence of pollution in the effluent. Effluent discharge and flow rates into natural water bodies will be managed to control erosion/sediment freight.   5. The Contractor is responsible for carrying out or contracting the monitoring of the effluent quality pursuant to Sub-Clause 12.4 of the present ESHS Specifications by in situ measurements, and sampling and laboratory analysis. In the first case, the Contractor provides the ESHS manager with the resources, equipment and skills to carry out in-situ monitoring and laboratory analysis of the performance indicators. In the second case, the Contractor establishes a contract with a specialised laboratory, accredited with the Employer’s country authorities for this activity.   6. The physical and chemical parameters of an effluent that require quantity and quality monitoring are those listed in the Employer’s country environmental regulations or in additional international standards or guidelines, or if these do not exist, the parameters are based on the recommendations of specialised international organisations pursuant to Clause 9 of the present ESHS Specifications. The list of monitoring parameters requires approval from the Engineer.   7. The Contractor will list, locate, and characterise (flow, expected quality, discharge frequency) all sources of effluents and outlets to the natural environment in the Site Environment Management Plan(s).   8. The Contractor will submit to the Engineer an Effluent Quality Monitoring Report on a monthly basis, including documentation for the following for each effluent discharge point: (i) average flow rates of discharged effluents, (ii) discharge frequencies and durations over the month, and (iii) the physical and chemical quality of the effluent discharged, for the conformity with parameters listed in ESHS Specifications Sub-Clause 12.1above.   9. Wastewater run-off      1. The Contractor will take appropriate measures to ensure that discharges of process wastewater, sanitary wastewater, wastewater from utility operations or stormwater to surface water will not result in contaminant concentrations in excess of local ambient water quality criteria or, in the absence of local criteria, other sources of ambient water quality.   10. Rainwater run-off       1. Run-off consists of the rainwater flow on the surface or the soil and other technical surfaces at Project Areas.       2. In the context of the Contract, surface run-off is considered as an effluent unless demonstrated otherwise, as documented and substantiated by the Contractor, and approved by the Engineer.       3. All platforms where generators, hydrocarbon storage tanks and refueling stations are installed have impervious and chemical resistant surfaces are drained separately and equipped with an oil removal treatment (oil-water-separator) to prevent pollution pursuant to ESHS Specifications Sub-Clause 12.4 above. For concrete batching plants, run-off will be drained to settling basin, where the pH will be buffered.   11. Contractors shall prohibit its workers and its subcontractors from bathing or washing clothes and vehicles/equipment in rivers or watercourses. |
| 1. Atmospheric emissions and dust | * 1. Emissions refer to any discharge into the air of solid substances, aerosols, gases, radiation, or energy, whether point sources (e.g. incineration stack) or diffuse (e.g. fugitive dust emissions from road use by trucks). |
|  | * 1. The Contractor will use equipment and adopt construction and transport methods with atmospheric emissions, which are not in excess of the threshold emission values recommended by the Employer’s country standards, or the organisations mentioned in Clause 9. |
|  | * 1. Once having received the agreement from the Engineer, the Contractor will document the maintenance records for its fleet of vehicles, machinery and equipment. The records will be in the language of communication defined under CC Sub-Clause 1.4, or any other language approved by the Engineer, and will be at the disposal of the Engineer. |
|  | * 1. The fleet of vehicles or equipment emitting combustion gases will be maintained at the intervals and according to the methods specified by the manufacturer. |
|  | * 1. The Contractor shall exercise care to minimize emissions of dust from its activities, including traffic, at work sites, in residential areas and on access roads. Where it is deemed that dust is impacting or may have an impact on human, plant or animal receptors or where dust may cause sedimentation of watercourses/water bodies or unacceptable levels of soil loss, the Contractor shall apply water to the area creating the dust and consider implementing other dust control measures such as using windbreaks, netting screens or semi-permeable fences; controlling vehicle speeds to reduce traffic-induced dust dispersion and resuspension by setting and enforcing speed limits (Contractor vehicle speed limits are specified in ESHS Specifications Sub-Clause 50.10).   2. This shall include: posting speed limit signs in sensitive areas; ensuring trucks hauling sand, dirt or other loose materials are covered (sheeting trucks); suspending topsoil stripping and replacement during strong winds; using a dust collection system for bulk materials unloading; wet suppression (as needed, depending on the soil type) in the dry season, where unpaved roads and/or the working strip is located <200 m from settlements taking appropriate abatement measures.   3. The Contractor describes in the PA-ESMP the road sections designated for the application of dust suppression agents and the methods and frequencies programmed. The Contractor will implement the measures approved by the Engineer.      1. Where applicable, visual inspections of atmospheric emissions shall be conducted, especially dust and emissions from vehicles and machinery as agreed with the Engineer. The inspections shall identify areas where the implementation of dust reduction measures is required, |
|  | * + 1. When storage, transport and handling of bulk materials is made in the open air and exposed to the wind, the Contractor implements the necessary dust abatement measures. |
| 1. Noise and vibration | * 1. The Contractor uses equipment and adopts construction and transport methods so not to generate noise levels in excess of values recommended by the Employer’s country regulations and organisations mentioned in Clause 9. |
|  | * 1. The Contractor will plan high noise generating works (e.g. pile driving, blasting, rock clearing, drilling, percussion drilling) in line with national regulations and respect maximum ambient noise-levels and night time rest hours at the nearest receptor area. A receptor is defined as an area used for nocturnal socioeconomic activities (e.g. accommodation camps, residential areas, hotels, health centres).   2. The Contractor shall locate stationary equipment (such as power generators and compressors) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Equipment known to emit noise strongly in one direction, whenever possible, will be orientated so that the noise is directed away from sensitive receptors   3. The use of heavy vehicles at night is specified in ESHS Specifications Sub-Clause 50.9.   4. Standard noise abatement equipment shall be fitted to equipment by the Contractor, used and maintained in accordance with manufacturers’ instructions. |
| 1. Waste | * 1. The Contractor is responsible for identifying, collecting, transporting and treating all waste produced on the Project Areas.   2. The Contractor shall minimize the generation of waste and reuse, recycle and recover waste in a manner that is safe for human health and the environment.   3. The Contractor shall establish a Waste Management Plan which details a concept to manage non-hazardous and hazardous waste in line with the local legislations and adapted to the level of danger for human health or the natural environment. In absence of adequate legislation, waste shall be managed according to the guidance provided in the respective sections of the General World Bank Group EHS Guidelines with the objective of protecting soil and water resources. The Waste Management Plan shall include provisions for the training of workers. |
|  | * 1. Waste register and categorization:      1. The Contractor establishes and maintains a waste register, which is at the disposal of the Engineer. This register will record all waste management operations: production, collection, transport, treatment. It will be available as of the Contractors mobilisation to any Project Area. Waste shall be categorized according to the following definitions:   2. Non-hazardous solid waste generated at construction and decommissioning sites includes excess fill materials from grading and excavation activities, scrap wood and metals, and small concrete spills. Other non-hazardous solid wastes include office, kitchen, and dormitory wastes when these types of operations are part of construction project activities.   3. Hazardous solid waste includes contaminated soils, which could potentially be encountered on-site due to previous land use activities, or small amounts of machinery maintenance materials, such as oily rags, used oil filters, and used oil, as well as spill cleanup materials from oil and fuel spills.   4. Hazardous liquid waste includes effluents and waste material containing "free liquids" (e.g. used cutting oil or wastewater mixed with oil after cleaning machinery).   5. The following aspects are documented in this register:  1. Type of waste, using the nomenclature specified in Sub-Clause 16.3.1 above; 2. Waste quantities; 3. Name and address of the third party waste management facilities receiving waste or parties taking possession of the substances no longer considered as waste; 4. Name and address of waste transport Contractors; 5. Planned waste treatment. |
|  | * 1. In accordance with national regulations, the Contractor files and maintains at the disposition of the Engineer the waste manifests for the collection, transport, treatment and/or elimination of waste. |
|  | * 1. The Contractor assesses, document and effectively implements any local recycling or re-use options for its waste. |
|  | * 1. Waste is stored separately prior to removal from the Project Areas, depending on the level of danger, phase (liquid, solid or gas), the waste management solution to be applied and its potential in terms of recycling or reuse. |
|  | * 1. Waste is collected from each Project Area at the same rate that it is produced and is placed in temporary locations meeting the following criteria:   It shall be located at a distance of over 100 m from any natural sensitive area and over 500 m from any socioeconomic sensitive area (school, market, healthcare centre, water well or catchment area), with the exception of waste storage area in camps; and on a flat impervious surface to prevent infiltrations. |
|  | * 1. Unless otherwise specified in the Contract or instructed by the Engineer, waste incineration is prohibited on Project Areas. Two exceptions are medical waste and green waste, which unless instructed to the contrary by the Engineer, are managed pursuant to Clause 16.3 of the present ESHS Specifications.   2. The use of third party waste management services is subject to a documented prior audit of the treatment, storage and recycling facilities by the Contractor, to guarantee the conformity with the provisions of the present ESHS Specifications on waste. |
|  | * 1. Pursuant to Sub-Clause 1.5 of the present ESHS Specifications, the provisions applicable to the Contractor regarding waste management also apply to any third party waste management Subcontractor. The Engineer reserves its right to inspect third party waste management facilities and prohibit the Contractor from using the facilities if considered unacceptable.   2. Non-hazardous waste management      1. The management of non-hazardous waste shall comply with the following conditions:      2. The Employer will communicate information to the Contractor about the location of and distance to the nearest landfill area and the disposal conditions.      3. If no landfill area exists nearby, the Employer will communicate to the Contractor where the Contractor shall establish a temporary landfill area. The Employer is responsible for obtaining the respective permits. |
|  | * 1. Hazardous waste management      1. The Contractor shall develop a Hazardous Materials Management Plan for those hazardous materials the Contractor is directly responsible for, and detailed procedures for working with chemical products and hazardous materials and handling hazardous waste.      2. Hazardous materials are those that pose a potential risk to human health or the environment and include cleaning chemicals, solvents and fuels.      3. Fuel and hazardous chemicals/materials shall be stored in designated areas, pursuant to Sub-Clause 26.8 of the present ESHS Specifications, except for quantities generated or required for the daily construction activities. Fuel, oil or hazardous materials required to be temporarily stored onsite shall be stored within secondary containment located greater than 100m from a watercourse or water body.      4. Fuel and hazardous chemical storage areas shall not be allowed within 30m of a minor watercourse, within 100m of a major watercourse, within a floodplain or where there is the potential for spilled fuel to enter groundwater.      5. All fuel and hazardous chemical storage facilities shall be located on flat or gently sloping ground and shall be contained within a bund designed to contain at least 110% of the total capacity of the storage containers plus 10% of the aggregate tank volume within the containment area or as otherwise specified by regulatory requirements. The bund walls and floor shall be constructed of concrete or other suitably impermeable material. The filling connection must be within the bund. No drain valves or other connections through the bund walls shall be permitted. Tanks shall be fitted with a gauge to allow the fill level to be monitored during refilling and preferably with a high-level alarm.      6. When the Contractor´s hazardous waste management is conducted by third parties, they must be reputable and accredited in the Employer’s country for this activity. |
|  | * 1. If applicable and in the absence of an existing waste management solution for hazardous waste, the Contractor takes the following action:      1. Medical waste is incinerated in a specific facility constructed and accredited for this purpose. The Contractor will submit the technical specifications of the facility to the Engineer before importing or procuring the equipment. |
|  | * + 1. Hydrocarbons, lubricants, paints, solvents and batteries are transported in drums to suitable waste management facilities available, if available. |
|  | * + 1. If not otherwise instructed by the Engineer, contaminated soils from construction/demolition and drilling muds shall be treated, stabilized and disposed of to landfill. Prior approval is required from the Engineer regarding the method and site location. The Employer obtains authorization from the competent local authorities prior to any disposal to landfill. |
|  | * + 1. Prior approval from the Engineer is required before implementing waste management solutions on any other hazardous waste. |
|  | * + 1. Prior to the issue of the Taking Over Certificate for the Works, the Contractor provides documentation on hazardous waste, produced by the Contractor´s works, landfilled at other sites than accredited third party waste management facilities. The documentation includes a plan showing the location of landfill sites. The document is provided to the competent local authorities whose jurisdiction covers the landfill sites. |
| 1. Vegetation clearing | * 1. The works, including the opening up of the right of way and other worksites (e.g. camps, access roads, storage yards) may require vegetation clearance in work areas. Vegetation includes crops, trees, shrubs, bushes, grasses and other minor vegetation. Supervisors shall be trained in the controlled felling of trees to prevent impacts beyond worksites. They shall also be trained on the importance of identification and preservation of wild fauna encountered and disturbed during the stripping operation.   2. The Contractor describes in the PA-ESMP the planned methods and schedule for vegetation clearing. Specific agreement from the Engineer is obtained prior to any clearing works.   3. Vegetation clearing using chemicals is not permitted.      1. Vegetation clearing using bulldozer is not permitted in zones less than 30 m from areas designated as sensitive by the Engineer, where only manual clearing is authorised.      2. Where it is not possible to restrict the timing of construction practices, vegetation shall be removed outside the breeding period so that works can carry on into this period unhindered.      3. The felling of trees shall be avoided where possible. Felled trees may be used for building gabions if required for land stabilization. Vegetative material (slash) is not to be used for construction purposes and shall be stockpiled at the edge of worksites. Areas of gathered plant material shall be separated to prevent flames spreading in the event of a fire.      4. Unless otherwise specified in the Contract or if otherwise instructed by the Engineer, burning vegetation is not permitted. Green waste can be burnt with prior approval from the Engineer regarding the location, method and schedule.      5. The collection of wild plants is prohibited.      6. Lighting fires in work areas is prohibited unless specifically authorised by the Employer.      7. It is prohibited to introduce foreign/non-adapted vegetation to the worksites.      8. Removed vegetation will be placed far from surface water. Large woody debris will be stored along the outside edge of worksites in clear areas. Small twigs, branches and pieces of vegetation shall be used for composting along with biodegradable waste generated in the camp and work areas.      9. Clearing of vegetation shall be limited to that which is strictly necessary.      10. Where possible, cutting of vegetation on steep hillsides will be minimal. |
|  | * 1. Areas cleared prior to undertaking earthworks are shown on a plan with a minimum scale of 1/10,000. Plans are submitted to the Engineer, for validation prior to starting clearing works.   2. The Contractor undertakes physical demarcation of zones to be cleared using a method approved by the Engineer. |
|  | * 1. The characteristics (location, species, diameter at chest height) of trees not to be cut down are defined by the Engineer in coordination with the Employer. Such trees are marked with paint and protected against clearing machinery using a method approved by the Engineer. |
|  | * 1. Trees and areas to be cleared are to be marked precisely so that clearing is undertaken without damage to adjacent non-cleared areas. Topsoil is stored within the cleared areas at the edge of the cleared zone. Clearing is undertaken working from the edge of the zone inwards.   17.7.1 During clearing, the Contractor stockpiles separately:  (i) tree trunks with a diameter at chest height greater than the size defined by the Engineer, and  (ii) trunks with a smaller diameter, branches, leaves, stumps and roots. |
|  | 17.7.2 Unless instructed otherwise by the Engineer the trunks of trees exceeding the diameter defined by the Engineer are the property of the Contractor. |
| 1. Biodiversity | * 1. The Contractor shall ensure that all personnel are informed and aware of the importance to protect species, habitats, fauna and flora and are informed about wildlife encounter procedures. Information and awareness training is documented.   2. If applicable, the Employer will provide to the Contractor a range of ecological surveys prior to the start of construction, conducted by the Employer. These will include but not be limited to the type and location of identified species and habitats of conservation interest within the Project Area, and any resulting measures that are required by Contractor.   3. The Employer will provide to the Contractor a constraints map, showing the areas where sensitive, endangered or breeding species are known to occur, including protected areas, sites of importance for nature conservation, wildlife refuges, nature and national parks, important bird areas.   4. The Employer will inform the Contractor about seasons for the protection of birds and wildlife. If applicable, the Employer will inform the Contractor if, as a result of protecting birds and wildlife, construction is restricted during a certain period and/or the Contractor must take precautionary measures in compliance with respective national laws and/or as stipulated by the respective local authorities.   5. The Employer may update information on the presence of wildlife or sensitive or endangered species’ in the Project Area following any additional wildlife/endangered species´ survey. If any are identified, the Employer will notify the Contractor who will ensure that all personnel are informed and aware of the required mitigation procedures as communicated by the Employer.   6. The Contractor shall apply the Contracting Authority’s procedures with regards to fauna and flora management prior to clearing activities.   7. The Employer will communicate to Contractor his specific responsibilities related to protecting endangered species, biodiversity and wildlife, present within the Project Area. Responsibilities may include but not be limited to the following measures:      1. The Contractor´s personnel shall not approach, injure, hunt, capture, possess, feed, transport, rear or trade wild animals and/or collect birds’ eggs on the Project Areas      2. The Contractor´s personnel shall avoid where possible breeding, feeding and nesting sites of endangered species, as identified by the Employer´s environmental experts and as communicated to the Contractor by the Employer.      3. The Contractor personnel shall not collect flora or fauna species on the Project Areas.      4. The Contractor shall report any sighting or finding of dead wildlife killed by the works to the Engineer immediately.      5. The Contractor shall protect excavations with temporary fencing to prevent injury to animals.      6. The Contractor shall release any trapped uninjured animals immediately.      7. The Contractor shall report injured endangered and/or larger animals to the Engineer who will inform the appropriate Environmental Authority.      8. The Contractor shall not disturb natural habitats outside the Project Areas.      9. The Contractor shall only use designated roads or paths and abide by speed limits.      10. The Contractor shall not start forest fires.      11. The Contractor shall not introduce Invasive Alien Species (IAS)      12. All construction machinery imported from overseas shall be inspected to detect IAS and washed before dispatching to the Project Areas.      13. Where necessary, the Contractor shall develop IAS control procedures (e.g. physical removal, slashing, mulching, herbicides, etc.). Methods used to control or prevent such species shall not cause adverse impacts on the environment or communities.      14. To limit the risk of introducing marine invasive species, the Contractor shall control the ballast water and anti-fouling systems of vessels arriving from other bioregions in accordance with International Maritime Organization (IMO) conventions and guidelines.   8. For impacts to biological resources:   9. development of a specific mitigation plan for endangered species in the wider area   10. trenches or holes created during site works must be covered at night   11. Regarding habitat loss/degradation and habitat fragmentation Contractor will:   12. site permanent infrastructure on unused land of no particular ecological value   13. take no construction materials from the surrounding environment unless otherwise specified in the respective management plan   14. monitor the impacts on flora and fauna at sensitive locations   15. The Contractor will adopt best construction site practices to minimize the risks of adverse effects on neighbouring habitats/species from construction activities (dust, noise, waste disposal etc.). This will include appropriate toilet and litter collection facilities as inspected by the environmental coordinator. |
| 1. Erosion and sediment transport | * 1. Erosion and sediment control shall be taken into consideration from the beginning of the construction phase, i.e. from site clearance.   2. The Contractor plans earthworks and optimises the management of space to ensure that all cleared surfaces and areas exposed to soil erosion are minimised on all Project Areas and erosion is minimised as far as practical.   3. The Contractor shall determine the appropriate locations and the type of erosion control measures required, to be agreed with the Engineer.   4. If not instructed otherwise by the Employer, the Contractor shall install erosion matting to provide an immediate protection for slopes against erosion, prevent the washing-out of seeds and enhance the micro-climatic conditions in the soil for plant growth. Erosion matting is used to provide temporary protection of the soil surface until sufficient natural vegetation cover has been established. |
|  | * 1. Topsoil      1. Topsoil is the uppermost and most fertile portion of the soil (unless indicated otherwise, the top 25 centimeters), containing organic matter, seeds and nutrients that promote vegetation growth. Its presence is a key factor in promoting revegetation success. Consequently, preserving topsoil is a key component of revegetating worksites and restoring the soil’s ability to protect itself against erosion. Contractor shall observe the following basic principles of good topsoil management:      2. Topsoil shall be removed from working areas only when absolutely necessary and in accordance with Project guidelines. Areas subject to topsoil stripping will be identified prior to grading activities.      3. Any plant, turf layer or root mass will be stripped together with the topsoil, except in wetlands where the turf will be stripped separately from the topsoil layer where practical. Topsoil will be removed using backhoes only.      4. Topsoil is stored according to the provisions approved by the Engineer to enable reuse during Project Area rehabilitation. |
|  | * 1. Draining rainwater run‑off      1. Run-off from the working corridor will be intercepted. Surface water run-off will not be permitted to enter surface watercourses. Contractor will take appropriate measures.      2. The gradient of Project Areas allows the collection and drainage of rainwater from the entire surface area to one or several discharge points. No pools of water are created. |
|  | * + 1. Suspended solids in rainwater are removed using sediment traps / settling ponds. Rainwater from vehicle parking areas, machinery areas, workshops is subject to treatment with oily water separators. |
|  | * + 1. Rainwater pre-treatment units are sized, cleaned, maintained and accessible to ensure compliance with the effluent quality criteria defined in ESHS Specifications Sub-Clause 12.9 and to allow monitoring of performance. |
|  | * 1. Sediment control      1. The Contractor installs sediment control barriers to slow the flow of water and control sediment transport at Project Areas with (i) a gradient of more than 20%, and (ii) where land is disturbed by the works or where stockpiled mineral material exposed to sheet or rill erosion. |
|  | * + 1. Sediment control barriers are installed on the slope or at the base of the slope to protect the natural drainage system from sediment accumulation at levels higher than the natural situation. These barriers comply with the following principles: |
|  | 1. Made with geotextiles or straw bales or any other means pre‑approved by the Engineer; 2. Deployed before the start of works and removal of topsoil. Barriers can be used for the physical demarcation of working areas; 3. Installed, cleaned, maintained and replaced according to manufacturer recommendations; 4. If applicable, drainage surface area does not exceed 1,000 m² per 30 m of barrier. The length of the slope behind the barrier is less than 30 m, and is not used for flows in excess of 30 l/s. |
|  | * + 1. For the dredging of marine sediments, if applicable and unless specified otherwise in the Contract, or instructed otherwise by the Engineer, and particularly if the working area is exposed to currents, the Contractor will install a geotextile silt curtain, or any other technique approved by the Engineer to control turbidity clouds. |
|  | * 1. Backfilling and stockpiling of backfill materials      1. In case mineral material stockpiles do exceed a height of 6 m, with a maximum slope of 3:2 (height: volume), the slope has to be crossed at a height of 3 m by a berm with a minimum width of 2 m and with a peripheral drainage trench, to ensure stability and resistance to rainwater runoff erosion. |
|  | * + 1. For permanent backfill material stockpiles, the stockpile is shaped and compacted every 30 cm to ensure long-term stability.     2. Temporary stockpiles in place for more than 60 days are protected against runoff erosion by (i) revegetation using fast‑growing grass species, either by direct seeding or by hydro-seeding, or (ii) using other natural anti-erosion cover with prior approval from the Engineer. |
|  | * 1. Side casting during the construction of linear structures (roads, pipelines, transport lines), will be permitted in the following conditions:      1. For natural gradients with a slope <40%, the side cast materials are piled to create a slope of less than 2H:1V.      2. For natural gradients with a slope >40%, to ensure stability 3m wide berms will be installed perpendicular to the slope and onto which the side cast material is deposited. Regular earthworks to maintain the form of the side case and long term stability of the side cast is carried out. The slope of the side cast in general does not exceed 3H:2V.      3. The provisions of Clauses 10 and 19.6 for the protection of water courses exposed to erosion induced by the works apply. |
| 1. Site rehabilitation | * 1. Unless instructed otherwise by the Engineer, the Contractor will rehabilitate all Project Areas and landscapes disturbed by the works, to their original condition where possible upon completion of construction and prior to the provisional acceptance of the works. Close collaboration with all statutory stakeholders will be conducted in cooperation with the Employer during the reinstatement.   2. The Contractor describes in the PA-ESMP the planned revegetation works to ensure sustainable Project Area rehabilitation: methods, plant species to be used and their origins, activity schedule based on a progressive taking over of Project Areas.   3. As a minimum, the Contractor shall carry out the following reinstatement activities:      1. If not otherwise instructed by the Engineer, all buildings, campsites and free standing and underground structures (e.g. piping, underground tanks, sumps and basins) are removed pursuant to the provisions of Sub-Clause 4.23 of the CC. All waste and rubble is removed in accordance to the provisions of Clause 16 of the present ESHS Specifications. After removal of buildings structures and rubble, the Contractor returns Project Areas to their original condition, according to the following provisions. |
|  | * + 1. Land is levelled to ensure that run-off water drains without eroding soil or stagnating in pools. |
|  | * + 1. Rehabilitated Project Areas do not represent hazards for people. Areas near steep drops at quarries are fenced off and indicated with permanent concrete warning signs. Holes are refilled. Sharp or unstable items are rendered inoffensive. |
|  | * + 1. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor undertakes revegetation of all Project Areas disturbed by the works and bears the cost of such work.   1. Fertiliser application shall be limited to areas where it is necessary to establish a rapid vegetative cover for erosion control purposes in areas of high risk. Any fertiliser applications must be formulated and performed so that natural nutrient balances in adjacent ecosystems are not altered, particularly where there are nearby water bodies.   2. The Contractor shall perform routine maintenance of revegetated areas until such time that occupation of the land is officially handed back to the Employer or third parties.   3. The Contractor shall control noxious weeds and invasive species within revegetated areas. |
|  | * 1. Prior approval by the Engineer is required regarding the origin of seeds and plants proposed by the Contractor. The species used for revegetation must be suitable for the local environmental conditions, and selected according to the rehabilitation programme: stabilisation of backfill, landscaping, drainage, prevention of erosion, etc. |
|  | * 1. Revegetation is undertaken throughout the duration of construction works, and is not limited to the rehabilitation of Project Areas at completion of the works. |
|  | * 1. The present Clause applies to the side casting of waste mineral materials generated during the construction of linear structures (roads, pipelines, transport lines). |
| 1. Documentation on site conditions | * 1. The Constructor documents changes in condition of all Project Areas from the start of works until the Performance Certificate is issued. Documentation comprises dated and geo-referenced colour photographs taken from a constant angle and viewpoint. |
|  | * 1. The Project Area condition is documented as a minimum for the following stages:  1. Before any Project Area disturbance at the start of works; 2. On completion of works, but prior to starting rehabilitation; 3. On completion of rehabilitation and revegetation, if necessary, but prior to the Taking Over Certificate issuing; 4. After the end of the Defects Notification Period and prior to the Performance Certificate issuing. |
|  | * 1. The Contractor specifies in the PA-ESMP (i) the list of viewpoints to be used, (ii) areas to be photographed, and (iii) methods used for taking and archiving photographs, according to industry photographing and archiving standards. |
|  | * 1. Adjacent areas (100 m from the perimeter of the Project Area) are included in photographic documentation. |
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1. Health and Safety

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| 1. Health and Safety Plan | * 1. In application of Clauses 4 and 6 of the CC, the Contractor shall develop a Health and Safety Plan (HS Plan) section of the PA-ESMP, its organization for managing health and safety, pursuant to its Health and Safety Management system (HSMS).   2. Pursuant to Clause 6 of the CC, the HS plan identifies and specifies:   3. That Contractor understands and manages all health and safety risks relating to the execution of the works, including gender-specific risks;   4. Prevention and protection measures to control risks related to the execution of the works, by differentiating, where necessary, measures concerning the protection of women and men;   5. Human and material resources involved;   6. Works requiring a permit (e.g. blasting, butting of trees);   7. Emergency plans to be implemented in the case of an accident.   8. The Contractor implements prevention, protection and monitoring measures, as described in the health and safety plan.   9. The Contractor shall have in place a Behavioural Safety Based Programme and actively train and encourage Personnel to intervene on unsafe behaviours and situations and report on deviations. |
| 1. Health and Safety Reporting | * 1. The Contractor shall document in a structured system (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations, which shall be available at all, times for inspection by the Engineer.   2. The Contractor shall investigate any incident and record and report systematic follow-up of relevant findings and recommendations. Problem areas related to HS shall be recorded with information about status, responsible person(s) and alternative solutions.   3. As specified in Sub-Clause 4.21 of the CC, the Contractor includes in the Progress Report to the Engineer a monthly HS Performance Report. The format and content of the HS Performance Report shall be agreed with the Engineer prior to the commencement of the works and report them to the Engineer.   4. In pursuance to clauses 4 and 6 of the CC, this report shall contain the following data, as related to the works:   5. Progress against implementation of the Contractor`s HS Plan   6. A list, including a brief description, of all incidents and dangerous occurrences   7. Number of fatalities   8. Number of serious incident frequency   9. Total Recordable injury frequency   10. Number and type of accidents with and without lost-time   11. Serious illness   12. Total number of ‘near miss events;   13. Number of theft incidents;   14. Number of security and number and type of other incidents;   15. In the event that the Contractor receives communication from the Engineer on HS under-performance, the Contractor shall prepare and implement an HS Improvement Plan to rectify such. |
| 1. Accident reporting procedure | * 1. The Engineer is informed within one hour day/night of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behavior of the personnel of the Contractor.   2. The Engineer is informed as soon as possible of any near-accident (near misses) relating to the execution of the works which, in slightly different conditions, could have led to bodily injury to people, or damage to private property or the environment.   3. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer as soon as possible.   4. A reportable accident shall include any accident to any person on Site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted in injury, damage or a danger to the Works, persons, property or the environment. Contractors will also notify and report of incidents of Subcontractors and Suppliers (in particular those for major supply items) and their Contractors Sites.   5. The Contractor shall report any HS accident, related to Contractor activities or personnel, to national or local authorities as required by relevant legislation. A copy of all such reports shall be provided to the Engineer.   6. The Contractor shall not notify or give any information to the media or other units or people without the employer’s consent.   7. The Contractor shall immediately rectify any situation or condition that could result in injury or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment. |
| 1. Health and Safety meetings | * 1. Contractor shall ensure efficient and effective HS communication and consultation with all Personnel involved in the Work. This includes but is not limited to toolbox meetings prior to the start of the Work, worksite HS meetings on a regular basis with all parties involved (including Subcontractors, the Engineer and third parties). It may also comprise other forms of communication.   2. Contractor shall ensure that supervision, directly in charge of construction activities, fully brief and discuss with Personnel at HS Tool Box Talks at the start of each work day and prior to commencing new activities. These talks shall be conducted in a language understood by the workforce. A checklist shall be utilised for this purpose. At a minimum it shall include the following;   3. Nature of the job   4. Associated hazards   5. Safe working methods to be adopted   6. Requirements of the Permit to Work   7. The Contractor shall convene weekly team talks, extended to Subcontractors if applicable. |
| 1. Security | * 1. The Contractor shall evaluate the security strategy and arrangements required for all worksites including transport. This evaluation shall be performed by qualified security experts and shall form the basis for the Worksite Security Strategy and Plan, which shall be submitted and approved by the Engineer as part of the PA-ESMP. The Security Strategy and Plan shall describe: * Security risks and the identified mitigation / management measures * Roles and responsibilities including details of the Contractor and Subcontractors * Detection, monitoring and management procedures * Escalation plans including resources |
| 1. Equipment and operating standards | * 1. The facilities and equipment used by the Contractor are installed, maintained, revised, inspected and tested pursuant to the manufacturer’s recommendations. The recommendations are available in the language of communication defined under CC Sub-Clause 1.4 (or any other language approved by the Engineer). |
| 1. Work permit | * 1. The Contractor puts in place a work permit procedure, prior to the starting of the works. The procedures define the approval process between the person qualified to issue the work permit and the personnel (or Subcontractors) carrying out the work.   2. Permits are issued in writing. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, works which require a work permit are defined in the health and safety plan. All other work permits required by the Engineer will be implemented by the Contractor. |
| 1. Personal protective equipment | * 1. The Contractor ensures that all personnel, visitors or third parties entering a Project Area are equipped with Personal Protection Equipment (PPE) pursuant to the practices and standards specified in Clause 9.   2. Where appropriate, PPE must be worn by women as well as by men.   3. The Contractor describes in the PA-ESMP the PPE to be used per Project Area and per activity.   4. Personnel and visitors to Project Areas are equipped with a safety helmet, safety shoes and a reflective jacket as a minimum.   5. Adequate quantities of PPE are available on the Project Areas. Storage conditions must be compatible with usage pursuant to the provisions of ESHS Specifications Clause 30.   6. Contractor personnel are trained in how to use and care for PPE and the Engineer has access to training certificates.   7. When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection shall be worn to prevent accidental contact with the substance. |
| 1. Dangerous substances | * 1. A substance is considered dangerous if one or several of its properties render it dangerous, as defined in Appendix 2 of the present ESHS Specifications. The Contractor identifies and manages dangerous substances planned for use on the Project Area in the manner described in the present Clause.   2. The assessment of the impact of the toxicity of dangerous substances on the reproductive functions of women and men must be taken into account.   3. The transport to the Project Area and use of dangerous substances requires prior authorisation from the Engineer.   4. Details of risks and related prevention and protection measures are included in the health and safety plan.   5. The Contractor obtains all necessary authorisations and/or licenses for the storage and use of dangerous substances from local authorities. A copy of the authorisations is provided to the Engineer.   6. For each dangerous substance used, the Contractor will implement the recommendations described (i) in the Material Safety Data Sheets (MSDS), and (ii) by the Globally Harmonized System of Classification and Labelling of Chemicals established by the United Nations for hazardous chemicals.   7. Copies of MSDSs are kept on the Project Area, and made available to personnel. The Contractor provides the Engineer with copies of all MSDSs.   8. Storage of dangerous substances      1. Storage areas are designed and equipped by the Contractor based on the chemical and physical properties of the substances, on the types of containers stored, the number of people requiring access, the ventilation requirements, the quantities of the substance used and potential chemical reaction with other substances (see ESHS Specifications Sub-Clause 30.8.5 below).      2. Pursuant to ESHS Specifications in Clause 16.12, the Contractor anticipates and plans for the storage and management of hazardous waste.      3. Storage areas for dangerous substances are subject to strict rules, which are regularly checked by the ESHS manager. The rules include the following as a minimum:  1. Access to the storage area is limited to trained and authorised individuals; 2. An inventory is maintained up‑to‑date; 3. MSDSs must be available for all stored dangerous substances, and the substances must be clearly labelled; 4. A strict and methodical storage system is implemented (storage plan posted, large or heavy packaging may not be stored at heights, equipment and tools may not be stored in the dangerous substance storage room); 5. Compliance with product expiry dates and implementation of a disposal procedure for substances which are not needed or which have expired; 6. Entrances, exits and access to emergency equipment are kept clear at all times.    * 1. Storage areas are clearly identified with warning signs at the entrance. The Contractor displays the storage plan (location of the different products, maximum inventory), a summary of labelling system and information on chemical incompatibilities.      2. Chemicals which could react together (leading to explosions, fire, projections or the emission of dangerous gases) are physically separated.      3. Products that react violently with water are stored so as to prevent contact with water, even in the event of flooding.      4. Inflammable products are stored separately in a dedicated area with adequate ventilation at all times.      5. Buildings used to store large quantities of dangerous substances are isolated from other buildings to avoid the spreading of fire. Such buildings are constructed using solid and non-combustible building materials, and are equipped with evacuation systems and the appropriate firefighting equipment. Access to the buildings is clear, allowing for rapid evacuation in the event of an accident. The electrical systems are reduced to the essential minimum, and access points are equipped with adequate lighting (300 lux).      6. All storage areas are equipped with secondary retentions. Each storage area acts as a general secondary retention. Suitable absorbents (neutralising and non-combustible) are available in the storage area to clean up any spills and leaks.      7. The Contractor maintains the storage area at a suitable temperature for dangerous substances to prevent overpressure and bursting of containers. |
| 1. Planning for emergency situations | * 1. The Contractor shall establish an emergency plan as a section of the PA-ESMP. It covers the following emergency situations as a minimum:  1. e.g. Fire or explosion; 2. e.g. Collapse of structures, or scaffolding; 3. e.g. Loss of the containment of dangerous substances; 4. e.g. Safety incident or malicious act.    1. The Contractor shall maintain fit-for-purpose Emergency Response Capability, which shall be clearly documented.    2. At a minimum, the Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and the nearest hospital shall be prominently displayed in the Contractor´s office.    3. The Contractor ensures that all personnel are informed and aware of how to react in an emergency situation, and responsibilities are defined. Information and awareness training is documented, and available on all Project Areas.    4. The Contractor organises and documents emergency simulation exercises within 3 months of the physical start of the works, and subsequently once every 12 months up to the issue of the Taking-Over Certificate. The Engineer is invited to participate in each of these exercises.    5. Fire protection       1. Based on a fire safety risk assessment, the Contractor will ensure that adequate and appropriate fire safety measures are in place to minimise the risk of injury or loss of life in the event of a fire. Appropriate actions include: Keeping sources of ignition and flammable substances apart; Avoiding accidental fires; Ensuring good housekeeping at all times, e.g. avoiding build-up of rubbish that could burn; Installing smoke alarms and fire alarms or bells; Installing fire warning systems; Having correct fire-fighting equipment; Keeping fire exits and escape routes clearly marked and unobstructed at all times; Ensuring workers receive appropriate training on procedures they need to follow, including fire drills.       2. Fire will not be used as a method of forest or vegetation clearance.       3. Fire extinguishers are made available in each building at clearly identified locations, and fires are strictly forbidden outside of the cooking area.       4. If applicable, the Contractor makes arrangements with local fire-brigades for emergencies |
| 1. Medical check‑ups | * 1. The Contractor organises medical check-ups carried out by a doctor or an appropriately qualified nurse for all Contractor’s Personnel prior to the initial mobilisation to the Project Area to check aptitude for the work. Medical check-ups are adapted to the anticipated occupied positions and carried out pursuant to the recommendations of the International Labor Organization. Subsequent to the check-up, a written medical certificate is issued declaring the aptitude of the worker for the allocated tasks.   2. Hearing tests are conducted for the Contractor’s personnel exposed to noise levels above 80 dB(A) in order to establish initial audiograms. Annual tests are carried out to monitor any changes and detect any deterioration.   3. The Engineer can request additional medical examinations for the Contractor’s Personnel if considered necessary, all costs to be borne by the Contractor.   4. A medical examination is carried out on any Contractor’s Personnel returning to work after leave caused by a work related accident. A written medical certificate is issued confirming the Contractor’s Personnel’s aptitude to return to work at the designated workstation.   5. The Contractor can produce a copy of its Contractor’s Personnel’s work aptitude certificates at the request of the Engineer or any competent authority.   6. Specific arrangements for tasks’ assignments or workstations shall be made for pregnant Personnel. |
| 1. First-aid | * 1. The Contractor ensures a minimum of first-aid provisions on any work site, including: suitably stocked first-aid kits; a person, respectively an adequate number of staff appointed and trained to take charge of first-aid arrangements and ensure that staff and workers are informed about first-aid arrangements. . |
|  | * 1. The Contractor equips the Project Area with a communication system exclusively for the purposes of communication with the first aid services. Information on how to communicate with the first aid services is clearly indicated near the communications equipment. |
| 1. Medical Services and Personnel | * 1. The Employer will inform the Contractor about the presence and number of medical personnel in the Project Area. If not otherwise instructed by the Engineer, in application of Clause CC 6.7, the Contractor shall collaborate with local health authorities and make arrangement with an appropriate number of local doctors, and/or nurses, hospitals and ambulance services to ensure that medical staff, first aid facilities, sick bay and ambulance service are available at a minimum within 45 minutes at the Site, and at any accommodation for Contractor’s and Employer’s Personnel or if appropriate, be based in the Project Area. |
| 1. Health care | * 1. The Contractor guarantees access to health care for all personnel in case of accident or illness occurring during the execution of the works.   2. In absence of a health centre or health post in the vicinity, or within the Project Area, the Contractor shall make contingency arrangement for transporting injured persons to a hospital in application of ESHS specification Clause 36. |
| 1. Emergency medical evacuations | * 1. The Contractor allocates rapid emergency transportation for first aid purposes to the first aid station pursuant to standard NF EN 1789:2007.   2. In cases where there is no first aid emergency vehicle available to evacuate severely ill or injured personnel, the Contractor establishes an agreement with a specialised company for the handling of personnel in the event of a serious accident requiring an emergency medical evacuation and ensures that transport is guaranteed any time and as fast as possible. The Contractor will provide a copy of the agreement to the Engineer within one month of the physical start of works.   3. The agreement includes a convention with a referring hospital where the member of personnel evacuated in emergency conditions will be treated. |
|  | * 1. In highly remote areas or in demonstrably life threatening cases, the agreement may cover the use of air transportation (if available) in order to evacuate the injured patient(s) to the referring hospital.   2. The telephone numbers of the emergency services and the name of the service providers and the doctors shall be prominently displayed in the Contractor´s site office |
| 1. Access to health care and training | * 1. The Contractor guarantees access to health care as defined in Clause 34 for all personnel in case of accident or illness occurring during the execution of the works, i.e.:  1. Medical check‑ups: initial (recruitment), annual and upon returning to work after sick leave; 2. Screening, vaccinations and preventive healthcare; 3. General healthcare during the execution of the works; 4. Medical assistance in the event of an accident and assistance for emergency evacuations. |
|  | * 1. Subcontractor’s personnel, other contractors, the Employer or the Engineer, present at the Project Area, must never be refused medical assistance, under the pretext that they are not directly employed by the Contractor. The Contractor may however define a unit rate cost per medical act for personnel, other than its own Contractor’s Personnel, display this rate in the healthcare centre and forward the information to the Engineer.   2. In the event of accident or serious illness, medical personnel must be trained, available and equipped with the necessary material, medicines and consumables to provide first aid for the patient, stabilise their condition, until the patient is:  1. Either treated or discharged; or 2. Hospitalized at the camp or in a larger hospital; or 3. Evacuated to a medical centre, which is well equipped for intensive care, if necessary. |
| 1. Health monitoring | * 1. The Contractor cannot recruit workers in poor health.   2. The initial pre‑recruitment examination must confirm that applicants are physically able to carry out the tasks required for the position.   3. The detection of pregnancy during the initial pre-recruitment examination of female applicants shall not constitute grounds for declining recruitment, unless medical risk is proven.   4. The Contractor organises annual medical check-ups for its Contractor’s Personnel and keeps up to date a medical record for each Contractor’s Personnel. The presence of Contractor’s Personnel for medical check-ups, treatment and hospitalisation is incorporated into the Contractors planning.   5. If applicable and as recommended by a doctor or instructed by the Engineer, the Contractor provides the Contractor’s Personnel with prophylaxis and vaccinations against local diseases and vectors. In particular, the Contractor will promote the use of impregnated mosquito nets by its Contractor’s Personnel in camps or offsite lodging, and distributes these nets appropriately.   6. The health and safety plan includes a Contractor’s Personnel health risk assessment based on exposure to dangerous substances and describes the medical monitoring implemented. |
| 1. Sanitary repatriation | * 1. The Contractor is responsible for the sanitary repatriation of Contractor’s Personnel in the event of a serious injury or illness, based on a diligent examination and a statement of the doctor in charge. The Contractor will take out the necessary insurance to cover the cost of the sanitary repatriation of its Contractor’s Personnel. |
| 1. Hygiene, accommodation and food | * 1. Drinking water      1. Pursuant to Sub-Clause 6.14 of the PC (Part B), the Contractor provides personnel with drinking water at all Project Areas. The quantity and quality of this water complies with the standards of the World Health Organization at supply points.      2. Unless the supply of drinking water is provided by a certified supplier, the quality of the drinking water provided to workers is tested at least at the start of the works and then on a monthly basis. The protocol for taking and analyzing samples is based on the recommendations of the World Health Organization. The results shall be documented and made available on the Project Areas.   2. Accommodation conditions      1. The accommodation provided for non-resident Personnel in a camp or an alternative structure outside of the Project Areas, such as a hotel or rented house, will comply with the conditions of the present ESHS Sub-Clause in pursuance of Sub-Clause 6.6 of the CC.      2. The person in charge of managing the accommodation has a specific duty to report to the ESHS manager or if existent, the HS manager, the outbreak of any contagious diseases, food poisoning and other important casualties. The ESHS Manager in turn will inform the appropriate health authorities.      3. Rooms are lit and equipped with power sockets, beds and windows fitted with mosquito nets. Flooring is of a hard and impervious material.      4. The temperature in rooms and common areas shall be kept at an appropriate level during occupied hours (20 degrees in moderate to cold zones and providing adequate ventilation in hot zones).      5. The Contractor provides one drinking water tap per 10 Contractor’s Personnel, one shower per 10 Contractor’s Personnel as a minimum, one individual toilet for 15 Contractor’s Personnel as a minimum, and one urinal per 25 Contractor’s Personnel at accommodation camps. Separate showers and toilets must be made available for women.   3. Hygiene in shared areas      1. Sanitary areas (showers, sinks, urinals, toilets) are cleaned and disinfected by the Contractor’s cleaning service at least once every 24 hours. Cleaning operations are documented.      2. The canteen, kitchen and kitchen utensils are cleaned after each meal service.      3. The number and location of toilets on Project Areas shall be adapted to the number of employees and the configuration of the Project Areas (distance, isolated area, etc.). For urinals and toilets, usual standards are 1 unit to max15 persons.      4. Toilet facilities are conveniently located and easily accessible. In addition, all toilet rooms shall be well-lit, have good ventilation or external windows, have sufficient hand wash basins and be conveniently located.   4. Food      1. In application of Sub-Clause 6.13 of the PC (Part B) and ESHS Specifications Sub-Clause 46.1 of the present ESHS specification, the Contractor provides meals at a reasonable cost or free of charge to its Contractor’s Personnel per shift in a canteen area and according to a procurement system which complies with the provisions of this ESHS Specifications Sub-Clause.      2. The Contractor defines and implements actions in order to guarantee (i) the quality and quantities of food stuffs, (ii) compliance with health rules when preparing meals, (iii) fitting out and servicing premises and equipment, both in the kitchen and food storage areas.      3. The Contractor inspects the cleanliness of food transport vehicles, temperature control and the cold chain, as well as best‑before dates, and takes the necessary corrective actions. The temperatures of chillers are regularly checked.      4. The Contractor checks that health requirements are met for food storage conditions in the kitchen or other locations, food cooking times and temperatures, and the conditions in which prepared products are left prior to consumption, to ensure no health risks. Prepared food is eaten or thrown away, no food remains are reused.      5. The Contractor recruits trained canteen personnel and ensures that supervisors monitor compliance with sanitary instructions. The Contractor ensures that canteen personnel have means of ensuring compliance with health rules (changing rooms, linen, hand washers, the condition of flooring and paint, and the existence of a cleaning plan).   5. At the request of the Engineer, the doctor at the health centre specified in Clause 35.2.2. of the present ESHS Specifications, carries out an audit on all Project Areas every 3 months, and documents the results, and includes the conditions of hygiene in which meals are prepared and food conserved. The results of this audit are provided to the Engineer.   6. The Contractor, on the basis of the advice of the doctor at the health centre, informs Contractor’s Personnel on appropriate behaviour in terms of workplace hygiene. The occasional distribution of information is not sufficient, the Contractor regularly reiterates the importance of hygiene, documents these reminders, and ensures that the information is understood, easy to apply and scrupulously complied with. |
| 1. Substance abuse | * 1. Pursuant to Sub-Clause 6.16 of the PC (Part B), the use, possession, distribution or sale of illegal drugs, controlled substances (as per local regulations) and alcohol is totally prohibited on the Project Areas. The Contractor implements a zero tolerance policy for the consumption of these substances.   2. Any person suspected by the Engineer to be under the influence of alcohol or controlled substances on any Project Area is immediately suspended from his position by the Contractor, pending the results of medical tests. |
|  | D. Local labour and relations with local communities |
| 1. Labour conditions | * 1. The Contractor shall ensure decent labour conditions for workers and notably compliance with applicable law and regulations in the country of implementation of the contract, and with the fundamental conventions of the International Labour Organisation (ILO). This includes workers’ rights related to wages, working hours, rest and leave, overtime, minimum age, regular payment, compensation and benefits, equal opportunities, a non-discriminatory workplace, best practice on human resource management and occupational health and safety. Wages, benefits and conditions of work will be comparable to employers in the relevant region of that country/region and sector concerned.   2. The Contractor shall respect and facilitate workers' rights to organize and provide a Worker Grievance Mechanism for all workers, including the workers of subcontractors, shall receive an induction on their rights and on the Worker Grievance Mechanism. The Contractor will display the contact details of the Worker Grievance Mechanism at well visible places in all camps and work sides.   3. The Contractor shall issue and implement internal policies and procedures to assure that no employee or job applicant will be subject to discrimination and/or harassment.   4. The Contractor shall establish for their personnel and those of their main contractors a system to monitor hours worked on the Project and seek to identify and remedy any practices, which lead to long working hours in excess of national legislation. |
| 1. Local recruitment | * 1. Local recruitment is defined as the number of positions actually allocated to people residing in the region of the Works (less than two hours by land transport to the Project Area) for more than one year and citizen of the Employer´s country.   2. Pursuant to Sub-Clause 6.1 of the CC, and if requested by the Employer, the Contractor, and/or respectively the Subcontractor hiring local workers, establishes and initiates a local recruitment policy and a procurement plan to ensure that recruitment procurement procedures are transparent and disseminated to the project affected communities for the duration of the Works.   3. The policy and plan shall be enforced by the Subcontractors and suppliers of major supply items, responsible for hiring local workers.   4. The Contractor demonstrates the effective implementation of this policy to the Engineer in its monthly activity report as defined in Sub-Clause 6.1 of the present ESHS Specifications.   5. Pursuant to Clause 8 of the present ESHS Specifications and if requested by the Employer, the Contractor develops a training programme aiming to support the local recruitment policy.   6. This training programme must be available to women and adjusted to their level of education.   7. An incentive mechanism to increase the share of women recruited by the Contractor and the Subcontractors may be established.   8. Local labour needs are estimated prior to the start of works and described in the PA-ESMP with the following information:   a) Identification of positions that could be filled by local staff and the level of qualification required;  b) Definition of the planned procedure for the effective recruitment of these members of staff;  c) Establishment of mechanisms to ensure non-discrimination of women in accessing recruitment procedures;  d) Deployment schedule for these positions;  e) Initial training to be provided by the Contractor for each job description.   * 1. In order to prevent outsiders from entering the Project Area, local recruitment at the Project Area, including at the entrance, is prohibited.   2. Local recruitment office      1. One month prior to the start of Works, the Contractor establishes a local recruitment office in the district where the main Project Area is located, at a location pre-approved by the Engineer.      2. A representative of the Contractor is present in this office at least two mornings each week, from the start of the works to a date pre-approved by the Engineer.      3. The representative provides information on job vacancies with the Contractor for the execution of the works (required qualifications, duration, and location) and on the information to be provided in applications.      4. Lists of local candidates are drafted by the representative allocated to the office and forwarded to the Contractor’s Humans Resources manager on a weekly basis.   3. The Contractor’s Human Resources manager selects candidates listed by the local recruitment office based on requirements for the Works and the Contractor’s recruitment procedures. A written contract between the Contractor and the local Contractor’s Personnel is drafted, signed and archived by the Contractor.   4. If the Project Areas are located near to several different communities, the Human Resources manager ensures a fair distribution of local recruitment between the different communities.   5. The Human Resources manager will ensure that recruitment campaigns in local communities have been spread to women and that the latter have not been discriminated in recruitments.   6. Pursuant to Sub-Clause 6.22 of the PC (Part B), the Contractor maintains one record per local Contractor’s Personnel indicating the hours worked per person allocated to the works, the type of tasks carried out, the wages paid and any training provided. Records are available at the main Project Area at all times, so the Engineer and the authorised representatives of the government can assess the content. |
| 1. Transport | * 1. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor provides or enables access to daily transport for Contractor’s Personnel not housed in the camps managed by the Contractor and living more than 15 minutes' walk from the Project Area and less than one hour by land transport.   2. The transport is organised under conditions which comply with local regulations and which ensure the safety of the people transported.   3. The Contractor organises collective transport: pick-up times and locations are defined and services organised appropriately.   4. Transport from the living facilities to his wages worksite is safe and free. If the Project Area is moved during the working season and if the Contractor retains the local personnel trained at the start of the works, the accommodation of the Contractor’s Personnel is managed by the Contractor:   a) Within a mobile camp with the other non-local Contractor’s Personnel; or  b) In villages located near to the mobile Project Area, in this case, each local Contractor’s Personnel will receive a housing allowance in addition areas within each camp and a sports field for use by Personnel. |
| 1. Workers´ acco-mmodation | * 1. Living facilities are located to avoid flooding and other natural hazards.   2. Where possible, living facilities are located within a reasonable distance from the worksite.   3. The living facilities are built with adequate materials, the sites are adequately drained to avoid the accumulation of stagnant water, kept in good repair and kept clean and free from rubbish and other refuse.   4. Rooms shall not be mixed: separate rooms must be made available for both men and women.   5. Separate toilets and locker rooms shall be provided for women and men.   6. The Contractor constructs and maintains a range of recreational facilities and shared leisure   7. The Contractor ensures that at campsites:      1. Workers have access to an adequate and convenient supply of free potable water,   b) that drinking water meets national/local or WHO drinking water standards,  c) that all tanks used for the storage of drinking water are constructed and covered as to prevent water stored therein from becoming polluted or contaminated,  d) that drinking water quality is regularly monitored.   * 1. Dormitories      1. A separate bed for each worker is provided. The practice of “hot-bedding” shall be avoided. Rooms shall not host more than 8 individuals.      2. There is a minimum space between beds of 1 metre.      3. Double deck bunks are not advisable for fire safety and hygiene reasons, and their use is minimised. Where they are used, there must be enough clear space between the lower and upper bunk of the bed. Standards range from to 0.7 to 1.10 metres.      4. Triple deck bunks are prohibited.      5. Each worker is provided with a comfortable mattress, pillow, cover and clean bedding.      6. Bed linen is washed frequently and applied with repellents and disinfectants where conditions warrant (malaria).      7. Facilities for the storage of personal belongings for workers are provided, including 0,5 m3 and 1 meter of shelf unit.   2. The Contractor shall mitigate impacts of activities (e.g. those that create noise or light) at worksites in order to avoid any public disturbance or disturbance of camp residents. |
| 1. Meals | * 1. Food supplies for the meals of the Contractor personnel will exclude any meat obtained from hunting or poaching, with the exception of fish.   2. The Contractor provides for at least two meals per shift to local Contractor’s Personnel pursuant to the hygiene conditions specified in Clause 40 of the present ESHS Specifications, at reasonable price for the Contractor’s Personnel. If no canteen is available, the Contractor at least pays for a minimum of 2 meals per day per shift.   3. The Contractor shall avoid any local disputes through respecting local culture and values. The Contractor shall ensure that workers are aware of local issues and sensitivities, and respect local culture and values in order to avoid any local disputes and crime. |
| 1. Community Interaction | * 1. Commensurate with the size of Construction activities and unsolved potential disturbances of the community and risks to public health and safety, the Contractor shall produce an Implementation Plan related to Community Interaction and submit it to the Engineer for review and acceptance prior the commencement of any works or traffic related to works.   2. The plan shall include a schedule of planned work activities which may impact a neighboring community and describe (i) the activities per task and phase which may impact the neighboring communities (ii) the approach to engage and communicate with stakeholders related to the works defined in (i); (iii) responsibilities for community interaction per task and phase.   3. When meeting stakeholders in neighboring communities, minutes of meetings shall be produced and recorded as by Employer’s guidelines;   4. The Contractor shall disclose relevant information related to the involved impacts and risks to communities (e.g. related to Traffic Management or e.g. to entering of private property for surveys) in local language and at a level of complexity that is commensurate with local realities to ensure that stakeholders fully understand the content.   5. The Contractor shall include information about the Employer´s grievance mechanism and the contact details in all community communication materials. |
| 1. Damage to people and property | * 1. The Contractor shall implement a worker´s Code of Conduct and not disturb or interfere with the inhabitants of local communities close to or in the Project Area, and shall respect their houses, cultures, animals, properties, customs and practices.   2. The Contractor`s personnel shall be trained to understand the requirements about use of unapproved land and the need to stay strictly within site boundaries and within the working areas, using only approved access and service roads.   3. Pursuant to Clauses 4.14 and 17.1 of the CC, the Contractor is responsible for damages to people and property caused by the execution of the works or the procedures used for execution (e.g. project vehicles demolishing local fences or houses, driving accidentally over crops or causing any other material grievances).   4. Access to the Project Areas is prohibited to unauthorized persons. The Contractor is responsible for the security and access control of the Project Areas.   5. The Engineer is informed of any damage caused to people, or the property of individuals, other than the Contractor’s personnel, within 6 hours of the event, regardless of the value of the prejudice.   6. The Contractor shall establish procedures to manage and rectify and record incidents related to community disturbances.   7. Blasting      1. Housing existing before the start of the works, located within a minimum radius of 800 m around the perimeter of the quarries and within a minimum radius of 500 m around the other Project Areas that will be subject to blasting, will be examined by a bailiff unless agreed upon otherwise with the Engineer.      2. The bailiff’s sworn statement is prepared and provided to the Engineer with the Site-ESMP.      3. Should any problems be detected due to the intensity of blasting, the Engineer is entitled to request that the Contractor carry out seismic measurements of the intensity of the vibrations induced by the blasting, at variable distances from the blasting points, under the supervision of the Engineer, and at the cost of the Contractor. |
| 1. Land acquisition and land take | * 1. Pursuant to Sub-Clause 7.8 of the CC, the Contractor will cover (i) occupancy indemnities for the extraction or use of construction materials and (ii) the cost of acquiring the necessary land to stockpile excess backfill material.   2. The Contractor provides compensation for any prejudice suffered by the owners of the land mentioned in Sub-Clause 48.1 of the present ESHS Specifications, but also for any prejudice incurred by users of this land, if these users are not the same parties as the owners.   3. If not otherwise instructed by the Employer, the Contractor demonstrates to the Engineer (i) who are the owner and the users, if different parties have been identified, and (ii) a written agreement governing the temporary occupancy or acquisition of this land has been negotiated and duly paid up to the two parties, if different. |
| 1. Traffic management | * 1. The Contractor defines the characteristics of its fleet of vehicles and site machinery in the PA-ESMP, in the form of a traffic management plan with the aim to prevent construction site vehicle incidents by the effective management of transport operations throughout the construction process.   2. The Contractor defines in the traffic management plan the itineraries used on a map for each route between the different Project Areas and for each phase of the construction works, and obtains the validation of the Engineer. The Contractor requests that the Employer obtain the authorisations of the competent administrative authorities if public roads are used. Any Engineer’s instruction to update the traffic management plan shall be implemented.   3. To reduce accidents, the Contractor will ensure that:  1. Pedestrians and vehicles are kept apart (e.g. through providing separate entrances, walkways, signals) 2. Vehicle movements are minimized 3. Drivers are adequately trained and have the appropriate permits for driving vehicles 4. Turning circles for turning vehicles are installed.    1. Within one month of the physical start of works, the Contractor informs the administrative authorities of areas crossed by the Contractor’s vehicles, of the itinerary and characteristics (frequency of passing, size and weight of trucks, materials carried) of the Contractor's fleet of vehicles.    2. If public roads are used, and unless approved otherwise by the Engineer, the Contractor mandates a bailiff to make a sworn report regarding the state of the road prior to use by the Contractor's vehicles. The report is annexed to the PA-ESMP.    3. The Contractor describes in the traffic management plan the expected traffic created by its fleet of vehicles (frequency of trips between Project Areas, working hours, convoys).    4. The Contractor also describes the number and positioning of flagmen.    5. Unless specified otherwise in the Contract or instructed otherwise by the Engineer, heavy vehicles (i.e. with a GVWR of more than 3.5 tons) may not be used at night between 22:00 and 06:00.    6. Speed limits       1. The Contractor takes action to limit and check the speed of all vehicles and machinery used to execute the works at an appropriate level.       2. The maximum speed of all machinery and vehicles of the Contractor comply with the lowest of the following: the speed limit defined according to the Employer’s country regulations or the following limits.       3. 20 km/h within the Project Areas;       4. 30 km/h in villages or hamlets, in towns, from 100m before the first house;       5. 80 km/h on unpaved roads outside of towns, villages, hamlets and camps.       6. Pursuant to Sub-Clause 4.15 of the CC, and in coordination with the competent Employer’s country authorities, the Contractor provides and installs signs for the fleet of vehicles along public roads, when public signs are inadequate.       7. The Contractor provides each of its drivers with a map at the appropriate scale of the roads authorised for the execution of the works, clearly indicating the maximum speeds authorised, and ensures their understanding.    7. It is strictly prohibited to transport people, equipment or products other than those required for the Works and the management of Project Areas, on board any of the Contractor's vehicles. This provision also applies to the transport of live animals and meat obtained from hunting, fishing or poaching.    8. The trailers and skips used to carry materials which could be projected (sand, crushed material, aggregates, selected materials) are covered with a tarpaulin for the entire itinerary between two Project Areas. |
| 1. Fossils/ Archaeological Chance Finds | * 1. The Contractor shall establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils as stipulated in Sub-Clause 4.24 of CC. |

Appendix 1  
Example for the Contents of a PA-ESMP

|  |  |  |
| --- | --- | --- |
| **1.** | **Environmental policy** | * Declaration of ESHS policy signed by the Managing director of the Contractor and clearly defining the commitment of the Contractor in terms of (i) ESHS management for its construction sites and (ii) compliance with the ESHS Specifications of the Contract. |
| **2.** | **PA-ESMP** | * Target and content of the Project Area Environmental and Social Management Plan (including Health and Safety) * Preparation and updating schedule * Quality assurance and validation |
| **3.** | **ESHS resources** | * Human resources: * ESHS manager * ESHS supervisors * Person in charge of relations with stakeholders * Medical personnel * Logistics & communications: * ESHS vehicles * IT stations * In situ noise, air and water measuring equipment * Analysis laboratory used * Reporting: * Weekly inspections * Monthly * Accident/ Incident |
| **4.** | **ESHS regulations** | * Definition of standards for the applicable national ESHS regulations and the ESHS recommendations of institutions affiliated to the United Nations (WHO, ILO, IMO, IFC), applicable to the execution of works: * Environment..... * Noise and Vibration Soil Erosion * Air Quality * Solid Waste * Hazardous Materials * Wastewater Discharges * Contaminated Land * Occupational Health and Safety * Community Health and Safety * General Site Hazards * Disease Prevention * Traffic Safety * Discharge standards * Minimum wage * Day and/or night traffic restrictions * Other * Definition of ESHS standards for the industry applied |
| **5.** | **ESHS operational inspection resources** | * Site tracking procedure: * Frequency * Personnel * Assessment criteria * Non‑conformity handling and detection procedure: * Distribution of information * Notification depending on the level of importance allocated to non‑conformities * Tracking of the closing of the non‑conformity * Management of data on tracking and non‑conformities : * Archiving * Use as a performance indicator |
| **6.** | **Project Areas** | * Description of Project Areas (as per definition in ESHS Specifications Sub-Clause 1.3: * Number * Location on a topographical map * Activities * Opening & closing schedule * Access * Reference to the Appendix: a Site-ESMP for each Project Area. |
| **7.** | **Health and safety plan** | * Identification and characterisation of health and safety risks, including the exposure of personnel to chemicals, biological hazards and radiation. * Description of working methods to minimise hazards and control risks. * List of the types of work for which a work permit is required * Personal protection equipment * Presentation of the medical facilities at Project Areas: * Healthcare centre, medical equipment and allocation of medical staff * Medical treatments that can be carried out on‑site * Ambulance, communications * Referring hospital * Evacuation procedure for medical emergencies * Description of the internal organisation and action to be taken in the event of an accident or incident |
| **8.** | **Training plan** | * Basic training for non‑qualified staff * Health and Safety inductions * Health & safety training |
| **9.** | **Labour Conditions** | * Description of Human Resource Policy for construction works of direct and indirect workers |
| **10.** | **Local Recruitment** | * Local labour requirements: * Job descriptions and the levels of qualifications required * Recruitment procedure and deployment schedule * Initial training to be provided by the Contractor for each job description * Location and management of the local recruitment office(s) |
| **11.** | **Project machinery and vehicle traffic** | * Description of the fleet of vehicles/machinery used for the execution of the works and emission levels and safety requirements * Deployment (Project Area & schedule) and maintenance sites for each vehicle and machine * Mapping of itineraries, travel times, and areas where speeds are limited * Dust suppression: * Mapping or road sections where dust reduction initiatives apply * Water points identified or to be created for refueling tanker trucks * Capacity of the tanker trucks used and calculation of the number of trucks required * Width of the track to determine if one watering run or equivalent is adequate (narrow track) or if two runs are required (wide track) * Number of watering or equivalent operations proposed per day depending on the climate |
| **12.** | **Dangerous substances** | * Inventory of dangerous substances per Project Area and per period * Transport and storage conditions and chemical incompatibility |
| **13.** | **Effluents** | * Characterisation of effluents discharged to the receiving environment * Facilities for the treatment or pre-treatment of effluents including sufficient run-off * Measures for reducing the sediment content of rainwater runoff * Measures for monitoring the efficiency and performance of facilities for reducing sediment content of rainwater runoff * Resources and methods for monitoring effluent and rainwater runoff quality |
| **14.** | **Noise and vibrations** | * Estimation of the frequencies, duration, days of the week and noise levels per Project Area |
| **15.** | **Waste** | * Inventory of waste per Project Area and per period * Collection, intermediate storage, handling and treatment methods for ordinary or inert waste * Storage and handling methods for dangerous waste |
| **16.** | **Clearing and revegetation** | * Methods & schedule for clearing vegetation and earthwork activities * Methods, species and schedule for the revegetation of Project Areas disturbed by the works |
| **17.** | **Biodiversity** | * Schedule for adequate fauna and flora management * Measures for minimizing impact on fauna and flora species based on the Contracting Authority procedures * Measures for monitoring the efficiency and performance of the plan in place * Measures for limiting IAS * Measures for monitoring the efficiency and performance of the plan in place |
| **18.** | **Prevention of erosion** | * Location of zones suffering from erosion * Methods and schedule for the implementation of anti-erosive actions, including topsoil storage |
| **19.** | **Documenta-tion of site condition** | * List and cover of viewpoints * Imaging method * Archiving photographs |
| **20.** | **Rehabilitation** | * Method and schedule for Project Area rehabilitation |
| **21.** | **Appendices** | * Site-ESMPs (number and location specified in Section 6 “Project Areas” above): * Marking out of the Project Area perimeter on a map * Definition of zones for vegetation clearing, zones for the storage of usable timber, zones for burning of green waste * Definition of on-site activities: construction, storage areas, accommodation areas, offices, workshops, concrete making units * Layout of activity areas on the Project Area: construction works, production/operation areas, rehabilitation and closure * Zones for the storage of topsoil, spoil from earthworks, materials * Access routes and checkpoints * Project Area occupancy schedule * Organisation of Project Area preparation * Liquid discharge outlet points * Proposed sampling points for monitoring water quality * Atmospheric emission outlet points * Location of the storage site for dangerous products * Location and mapping of waste treatment facilities when handled by an external service provider * Any other information relating to the environmental management of the Project Area * Emergency plan * Description of facilities * Characterisation of hazards * Emergency situations * Organisation structure - roles and responsibilities * Emergency procedures * Human and material resources * Triggering of the plan * Reporting |

Appendix 2 - Properties rendering a product dangerous

|  |  |  |
| --- | --- | --- |
| **1.** | **Explosive** | substances and preparations which could explode in the presence of a flame or which are more sensitive to impacts and friction than dinitrobenzene. |
| **2.** | **Combustive** | substances and preparations which, when in contact with other substances, particularly inflammable substances, undergo strongly exothermic reactions. |
| **3.** | **Easily inflammable** | substances and preparations (i) in liquid phase (including extremely inflammable liquids), with a flash point below 21°C, or which can heat up to the extent of spontaneous combustion in ambient air; or (ii) in solid phase, which can burst into flames easily in the brief presence of a source of inflammation and which will continue to burn after the removal of the source of inflammation or (iii) in gaseous phase, which are inflammable in air at normal pressure; or (iv) – which, when in contact with moist air or water, produce dangerous quantities of gases which are easily inflammable. |
| **4.** | **Inflammable** | liquid substances and preparations, with a flash point equal to or above 21°C and less than or equal to 55°C. |
| **5.** | **Irritant** | non-corrosive substances and preparations which, when in immediate, extended or repeated contact with the skin and mucosa, can cause inflammation. |
| **6.** | **Harmful** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to risks of limited severity. |
| **7.** | **Toxic** | substances and preparations (including highly toxic substances and preparations), which, in case of inhaling, swallowing or cutaneous penetration, can lead to serious, acute or chronic risks, and even death. |
| **8.** | **Carcino­genic** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to or increase the frequency of cancer. |
| **9.** | **Corrosive** | substances and preparations which, in case of contact with living tissues, can destroy the latter. |
| **10.** | **Infectious** | substances containing viable micro-organisms or their toxins, for which it is known or we have good reasons to believe that they cause disease in humans or other living organisms. |
| **11.** | **Harmful to reproduction function** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can induce or increase the frequency of undesirable non-hereditary effects in offspring or have a negative effect on reproductive functions and abilities. |
| **12.** | **Mutagenic** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to hereditary genetic disorders or increase the frequency of these disorders. |
| **13.** | **React with water** | substances and preparations which, in case of contact with water, air or an acid, release a toxic or highly toxic gas. |
| **14.** | **Sensitivis-ing** | substances and preparations which, in case of inhaling or cutaneous penetration, can lead to a hypersensitation, so that renewed exposure to the substance or preparation will cause characteristic harmful effects. This property can only be considered if test methods are available. |
| **15.** | **Ecotoxic** | substances and preparations with inherent or potential immediate or deferred risks for one or several environmental components. |
| **16.** | **Dangerous for the environment** | substances and preparations which are likely, after elimination, to lead to another substance, by any means, e.g. a lixiviation product, with one of the above characteristics. |

d) Personnel Requirements

*[Insert here the project-specific minimum personnel requirements.]*

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: *[Specify requirements for each lot as applicable]*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Experience (years)** | **In Similar Works Experience**  **(years)** |
|  | ESHS Manager *[if the ESHS risks and impacts are assessed as moderate and no specialized expertise is required, otherwise consider separate specialized ES, HS, and External Stakeholders Relations Managers, as per below]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | Environmental and Social (ES) Manager *[if the environmental and social risks and impacts of the works are assessed as significant and/or specialized expertise is required]*  *[Commensurate with the risks and impacts, one or several experts for each topic (Environmental and Social may be assigned to fulfill this position.]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | Health and Safety (HS) Manager *[if the health and safety risks and impacts of the works are assessed as significant and/or specialized expertise is required]*  *[Minimum requirements for appointing a separate Health and Safety (HS) Manager shall be as follows:*   * *Workforce on Site of over 250: full time HS Manager* * *Workforce on Site of 100-250: 50% HS Manager’s time* * *Workforce on Site from 20 to 100 workers: as required for the works but a minimum of 5 hours per week the ESHS Manager shall devote to Health and Safety aspects]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | External Stakeholders Relations Manager *[if the requirement with interact with or the impact on the external stakeholders are assessed as significant and/or specialized expertise is required]* | 10 yearsin designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | ESHS Supervisor *[for Sites with more than 100 workers on site, one ESHS supervisor for each shift on each Project Area, respecting the provisions of 4.1.3.]* | 5 years |  |
|  | Community Liaison Officer  *[Fluency in local languages should be mandatory for this position]* | 5 years |  |
| … | … | … | … |

*[Insert in the table (i) the list of key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project) (ii) a minimum number of years of experience (10 to 15 years), and (iii) a minimum number of years of experience of comparable projects (5 to 10 years).]*

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.

e) Equipment Requirements

*[Insert here the project-specific minimum equipment requirements.]*

The Bidder must demonstrate that it can obtain (purchase, lease or rent) the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| … |  |  |

*[Insert in the table (i) the list of the critical equipment required for project implementation and (ii) the minimum number of each of those equipment]*

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

1. Drawings

*[Insert here the works drawings.]*

1. Supplementary Information

PART 3 – Conditions of Contract (CC) and Contract Forms

|  |
| --- |
| Section VIII. General Conditions (GC) |

These Standard Bidding Documents have been designed for use with the Fédération Internationale des Ingénieurs-Conseils (FIDIC) General Conditions of Contract for Plant and Design Build 1st edition, 1999. Due to the FIDIC copyrights, these FIDIC General Conditions are not included in these Tender Documents which contain instructions on how these conditions can be acquired.

**[*name of Employer]***

**[*name of Contract]***

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The conditions of Contract are the “General Conditions” which form part of the Conditions of Contract for Plant and Design Build First edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) and the following “Particular Conditions” which are the Employer created amendments and additions to such General Conditions.

|  |
| --- |
| Copies of the FIDIC Contract for Plant and Design Build can be obtained from:  **International Federation of Consulting Engineers**  World Trade Centre II  P.O. Box 311  CH-1215 Geneva 15  Switzerland  Phone: +41 22 799 49 00  Fax:       +41 22 799 49 01  email:    [fidic@fidic.org](mailto:fidic@fidic.org)  www:    <http://www.fidic.org> |

|  |
| --- |
| Section IX. Particular Conditions (PC) |

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

**Part A - Contract Data**

| **Conditions** | **Sub-Clause** | | **Data** | |
| --- | --- | --- | --- | --- |
| **Employer’s name and address** | 1.1.2.2 & 1.3 | |  | |
| **Engineer’s name and address** | 1.1.2.4 & 1.3 | |  | |
| **Bank’s name** | 1.1.2.11 | | KfW Development Bank (“KfW”) | |
| **Borrower’s name** | 1.1.2.12 | | Insert Borrower’s name | |
| **Time for Completion of the Works** | 1.1.3.3 | | \_\_\_\_\_\_\_\_\_\_\_\_\_ days  *If Sections are to be used, refer to Table: Summary of Sections below* | |
| **Defects Notification Period** | 1.1.3.7 | | 365 days. | |
| **Section** | 1.1.5.6 | | *If Sections are to be used, refer to Table: Summary of Sections below* | |
| **Electronic transmission systems** | 1.3 | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Contractor’s name and address** | 1.3 | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Governing Law** | 1.4 | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Ruling language** | 1.4 | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Language for communications** | 1.4 | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | | Not later than the Commencement Date except for the following Sections  [*refer to Table: Summary of Sections] ………………………………*days after the Commencement Date | |
| **Care and Supply of Documents**  **No. of copies of Contractor’s Documents** | 1.8 | | \_\_\_\_\_\_ (\_\_) soft (digital) copy(ies) and  \_\_\_\_\_\_(\_\_) hard (paper) copy(ies)  *[insert no. of copies in words and numbers if different from six copies otherwise delete].* | |
| **Time for Access to the Site** | 2.1 | | \_\_\_\_\_\_\_\_\_\_ Days after Commencement Date  *[If several Sections are used, and if one single time for access to all is not possible, indicate here the different times for access (one time per Section is recommended as a maximum), or in the Summary of Sections below by adding one extra column.]* | |
| **Amount of Performance Security** | 4.2 | | The Performance Security will be in the form of an unconditional bank guarantee in the amount(s) of \_\_\_\_\_\_\_\_\_ *[insert related figure(s)]* percent of the Contract Price (“Performance Bond”). | |
| **Subcontractors** | 4.4 | | Direct payment of Sub-Contractors is allowed: yes / no *[select the appropriate option]* | |
| **Progress reports** | | 4.21 | | Frequency of progress reports: *[Insert frequency only if different from monthly; otherwise, delete]* |
| **Period for notifying unforeseeable errors, faults and defects in the Employer’s Requirements** | 5.1 | | \_\_\_\_\_ days | |
| **Normal working hours** | 6.5 | | \_\_\_\_\_ *[Insert the normal working hours]* | |
| **Delay damages for the Works** | 8.7 & 14.15(b) | | *\_\_\_\_\_\_\_*% of the Contract Price per day, in the currencies and proportions in which the Contract Price is payable.  *If Sections are to be used, refer to Table: Summary of Sections below* | |
| **Maximum amount of delay damages** | 8.7 | | *\_\_\_\_\_\_* % of the final Contract Price. | |
| **Provisional Sums** | 13.5.(b) (ii) | | *\_\_\_\_\_\_% [If there are Provisional Sums, insert a percentage for overhead charges and profit]* | |
| **Adjustments for Changes in Cost** | 13.8 | | Period “n” applicable to the adjustment multiplier “Pn”: \_\_\_\_\_\_\_\_\_\_ *[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]* | |
| **Contract Price** | 14.1(b)  14.1(e) | | Contractor and its sub-Contractors shall be exempt from the following duties, taxes, fees, levies and other charges: *[Insert if applicable in accordance with BDS 14.7]*  Item (e) of Sub-Clause 14.1 - Part B of the PC regarding the exemption of import duties and taxes on Contractor’s equipment is applicable:  Yes / No *[select the appropriate option]* | |
| **Total advance payment** | 14.2 | | \_\_\_\_% Percentage of the Accepted Contract Amount | |
| **Number and timing of instalments** | 14.2 | | ­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Insert number and timing of instalments, if applicable* | |
| **Currencies and proportions** | 14.2 | | \_\_\_\_ % in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_ % in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Start repayment of advance payment** | 14.2(a) | | When payments are\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % of the Accepted Contract Amount less Provisional Sums | |
| **Repayment amortization rate of advance payment** | 14.2(b) | | \_\_\_\_%. The repayment amortization rate (%) shall be twice the percentage specified as Advance Payment in PC 14.2. | |
| **Application for Interim Payment Certificates**  **Copies of Statement** | 14.3 | | \_\_\_\_\_\_ (\_\_) soft (digital) copy(ies) and  \_\_\_\_\_\_(\_\_) hard (paper) copy(ies)  *[insert no. of copies in words and numbers].* | |
| **Percentage of Retention** | 14.3(c) | | \_\_\_\_\_\_\_% | |
| **Limit of Retention Money** | 14.3(c) | | \_\_\_\_\_\_\_% of the Accepted Contract Amount | |
| **Plant and Materials** | 14.5(b)(i) | | *[If Sub-Clause 14.5 applies insert:]*  Plant and Materials for payment when shipped en route to the Site (Free on Board) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* | |
| 14.5(c)(i) | | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* | |
| **Minimum Amount of Interim Payment Certificates** | 14.6 | | *\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert amount, typically 5-10% of Accepted Contract Amount, but not less than 200.000 EUR]* | |
| **Time for Payment of Interim Payment Certificates** | 14.7 | | \_\_\_\_\_\_days *[insert number of days if different from 56]* days. | |
| **Contractor’s Bank Account** | 14.7 | | *[insert bank account details at the time of contract signing]* | |
| **Publishing source of commercial interest rates for financial charges in case of delayed payment** | 14.8 | | *[Insert name of Central Bank for local currency]* | |
| **Delayed Payment** | 14.8 | | The interest rate for payments in foreign currency is LIBOR + 200 bp. | |
| **Statement at Completion**  **No. of Copies** | 14.10 | | \_\_\_\_\_\_ (\_\_) soft (digital) copy(ies) and  \_\_\_\_\_\_(\_\_) hard (paper) copy(ies)  *[insert no. of copies in words and numbers].* | |
| **Application for Final Payment Certificate**  **No. of Copies** | 14.11 | | \_\_\_\_\_\_ (\_\_) soft (digital) copy(ies) and  \_\_\_\_\_\_(\_\_) hard (paper) copy(ies)  *[insert no. of copies in words and numbers].* | |
| **Currency / currencies of payment** | 14.15 | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*as named in the Letter of Financial Bid *[if payments are only to be made in a currency/currencies named on the first page of the Letter of Financial Bid]* | |
|  | 14.15 | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[if some payments are to be made in a currency/currencies not named on the first page of the Letter of Financial Bid]* | |
| **Maximum total liability of the Contractor to the Employer** | 17.6 | | *[Select one of the two options below as appropriate] The product of………[Insert a multiplier less or greater than one] times the Accepted Contract Amount [or] …………………..[Insert amount of the maximum total liability]* | |
| **Periods for submission of insurance:**   1. evidence of insurance 2. relevant policies | 18.1 | | *[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]*  \_\_\_\_\_days  \_\_\_\_\_days | |
| **Maximum amount of deductibles for insurance of the Employer’s risks** | 18.2(d) | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Insert maximum amount of deductibles]* | |
| **Minimum amount of third party insurance per occurrence** | 18.3 | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Insert amount of third party insurance]* | |
| **Date by which the DB shall be appointed** | 20.2 | | 28 days after the Commencement date | |
| **The DB shall be comprised of** | 20.2 | | *Either:*  One sole Member  *or:*  Three Members | |
| **List of potential DB sole members** | 20.2 | | *[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole Members are to be included, insert: “None”]* | |
| **Appointment (if not agreed) to be made by** | 20.3 | | *[Unless otherwise stated here, it shall be the President of FIDIC or a person appointed by the President]* | |
| **Arbitration institution** | 20.6(a) | | *[Insert name of the arbitration institution if different from those of the International Chamber of Commerce]* | |
| **Arbitration rules** | 20.6(a) | | *[insert name of the arbitration rules]* | |
| **Place of arbitration** | 20.6 | | *[Insert place of arbitration]* | |
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**Table: Summary of Sections**

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| **Section Name/Description**  **(Sub-Clause 1.1.5.6)** | **Time for Completion**  **(Sub-Clause 1.1.3.3)** | **Damages for Delay (Sub-Clause 8.7)** |
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**Part B - Specific Provisions**

| **Conditions** | **Sub-Clause** | **Specific Provisions** |
| --- | --- | --- |
| **Contract** | 1.1.1 | *Add under 1.1.1.1 "Contract" the sentence:*  "The Contract requires the non-objection by the Bank for becoming eligible for any disbursement under the Bank's loan." |
|  | 1.1.1.9 | *Delete this Sub-Clause and replace by:*  “Contract Data” means the pages completed by The Employer entitled Contract Data which constitute Part A of the Particular Conditions. Wherever the term “Appendix to Tender” is used in the Conditions of Contract then it is to be replaced by “Contract Data”. |
| **Parties and Persons** | 1.1.2.11 | *Add the following new Sub-Clause:*  “Bank” means the financing institution (if any) named in the Contract Data. |
|  | 1.1.2.12 | *Add the following new Sub-Clause:*  “Borrower” means the person (if any) named as the borrower in the Contract Data. |
| **Defects Notification Period** | 1.1.3.7 | Add, at the end of the Sub-Clause “or taken over under Sub-Clause 10.2 [Taking Over of Parts of the Works]” |
| **Notice of Dissatisfaction** | 1.1.6.10 | *Additional Sub-Clause:*  *“*Notice of Dissatisfaction**”** meansthenotice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Board’s Decision] |
| **Exceptionally Adverse Climatic Conditions** | 1.1.6.11 | *Additional Sub-Clause*  “Exceptionally Adverse Climatic Conditions” means: *[to be completed]*  *[The exceptionally adverse climatic conditions referred to under Sub-Clause 8.4 item c) must be defined for each and every Site.*  *In order to establish whether such climatic conditions occurred, it may be appropriate to compare the adverse climatic conditions with the frequency with which events of similar adversity have previously occurred at or near the Site. An exceptional degree of adversity might, for example, be regarded as one which has a probability of occurrence of four or five times the Time for Completion of the Works (for example, once every eight to ten years for a two-year contract).*  *Users must then insert climatic conditions considered as adverse on the Site, such as intensity and duration of rainfall, wind speed, temperature, etc. as appropriate.]* |
| **Communications** | 1.3 | *Add the following at the end of item (a), after “Contract Data” and before “;”:*  “In case of electronic transmission, these communications shall be in the form of an un-editable record attached to an electronic mail, such as a PDF document for instance, and any other communication transmitted in a different manner, such as the email body text, shall not be construed as communication under the Contract”. |
| **Inspections and Audit by KfW** | 1.15 | *Add new Sub-Clause:*  “The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, KfW and/or persons appointed by the KfW to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by KfW if requested by KfW.  The Contractor’s attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of KfW’s inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination.” |
| **The Employer's Claims** | 2.5 | *Replace the first sentence of the second paragraph as follows:* “Notice shall be given as soon as practicable but not later than 42 days after the Employer became aware of the event or circumstances giving rise to the claim.” |
| **Replacement of the Engineer** | 3.4 | Not applicable |
| **Contractor’s General Obligations** | 4.1 | *Insert the following at the end of the 2nd paragraph:*  “Goods and services from countries under embargo from Germany, the European Union or the United Nations are not eligible and shall not be used by the Contractor.” |
| **Performance Security** | 4.2 | *Delete last sentence of second paragraph and replace by the sentence:*  "The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and requiring the Bank's non-objection, and shall be in the form annexed to the Particular Conditions." |
| **Subcontractors** | 4.4 | Add the following at the end of the Sub-Clause:  “Unless explicitly agreed to by the Engineer, the ESHS Specifications apply to all Subcontractors and Suppliers used for the execution of the Works. The Contractor is fully liable for all actions, non-compliance and negligence by Subcontractors and Suppliers their representatives, employees and workers, to the same degree as it would be held liable for its own actions, non-compliance or negligence or that of its own representatives, employees or workers.” |
| **Safety Procedures** | 4.8 | *Add the following at the end of the Sub-Clause:*  f) The Contractor shall ensure compliance with the ESHS Specifications. |
| **Protection of the Environment** | 4.18 | *Add the following after the last paragraph:*  “These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure compliance with.” |
| **Progress reports** | 4.21 | *Add the following new item at the end of the Sub-Clause:*  “(i) matters requested under the ESHS Specifications.” |
| **Staff and Labour** | 6. | *Clause 6 is deleted in its entirety and replaced by the following:* |
| **Engagement of Staff and Labour** | 6.1 | Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.  The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country. |
| **Rates of Wages and Conditions of Labour** | 6.2 | The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.  The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. |
| P**ersons in the Service of Employer** | 6.3 | The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer’s Personnel. |
| **Labour Laws** | 6.4 | The Contractor shall comply with all the relevant labour Laws applicable to the Contractor’s Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.  The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work. |
| **Working Hours** | 6.5 | No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:   1. otherwise stated in the Contract, 2. the Engineer gives consent, or 3. the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. |
| **Facilities for Staff and Labour** | 6.6 | Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor’s Personnel. The Contractor shall also provide facilities for the Employer’s Personnel as stated in the Specification.  The Contractor shall not permit any of the Contractor’s Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works. |
| **Health and Safety** | 6.7 | The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor’s and Employer’s Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.  The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.  The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.  HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals.  The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor’s or Employer’s personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.  The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose. |
| **Contractor’s Superintendence** | 6.8 | Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor’s obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.  Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works. |
| **Contractor’s Personnel** | 6.9 | The Contractor’s Personnel shall be appropriately qualified, skilled and experienced 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 if applicable, who:   1. persists in any misconduct or lack of care, 2. carries out duties incompetently or negligently, 3. fails to conform with any provisions of the Contract, or 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment.   If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person. |
| **Records of Contractor’s Personnel and Equipment** | 6.10 | The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor’s Personnel and of each type of Contractor’s Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work, which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. |
| **Disorderly Conduct** | 6.11 | The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel, and to preserve peace and protection of persons and property on and near the Site. |
| **Foreign Personnel** | 6.12 | The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his 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. |
| **Supply of Foodstuffs** | 6.13 | 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. |
| **Supply of Water** | 6.14 | 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. |
| **Measures against Insect and Pest Nuisance** | 6.15 | 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. |
| **Alcoholic Liquor or Drugs** | 6.16 | 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 thereof by Contractor's Personnel. |
| **Arms and Ammunition** | 6.17 | 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. |
| **Festivals and Religious Customs** | 6.18 | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| **Funeral Arrange-ments** | 6.19 | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works. |
| Pr**ohibition of Forced or Compulsory Labour** | 6.20 | The Contractor shall not employ forced labour, which 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. |
| **Prohibition of Harmful Child Labour** | 6.21 | The Contractor shall not employ children in a manner that is economically exploitative, or 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. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work. |
| **Employment Records of Workers** | 6.22 | The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor’s Personnel and Equipment]. |
| **Workers’ Organi-sations** | 6.23 | In countries where the relevant labour laws recognise workers’ rights to form and to join workers’ organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. 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. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers’ representatives. Workers’ organisations are expected to fairly represent the workers in the workforce. |
| **Non-Discrimination and Equal Opportunity** | 6.24 | The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause’s requirements. 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. |
| **Commencement of Works** | 8.1 | *Add the following at the end of the Sub-Clause:*  “As defined in the ESHS Specifications, no physical work may commence on any Project Area until such time the Contractor has prepared and submitted to the Engineer the PA-ESMP, and the Engineer has approved this.” |
| **Suspension of Work** | 8.8 | *Add the following after the last sentence of the Sub-Clause:*  “As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated :   1. Under the ESHS Specifications (if any), in the event of a level 3 non-compliance; 2. Under Sub-Clause 4.8 as to safety procedures; 3. Under Sub-Clause 4.9 as to the quality assurance; 4. Under Sub-Clause 4.18 as to the protection of the environment; or 5. Under Sub-Clause 6.7 as to health and safety;   shall be considered as cause of suspension which is the responsibility of the Contractor”. |
| **Contract Price** | 14.1 (b) | *Add the following new sentence:*  “In terms of [insert reference to the funding agreement here], the Contractor and its sub-Contractors shall be exempt from the duties, taxes, fees, levies and other charges, stated in the Contract Data, including any limitations of the exemption and the procedure through which the tax exemption will be put into effect.” |
| **Advance Payment** | 14.2 | *Delete last sentence of third paragraph and replace by the sentence:* "This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and requiring the Bank's no objection, and shall be in the form annexed to the Particular Conditions."  *At the end of the third paragraph add the sentence* "Guarantees are to be made payable to the Employer's account at the Bank as listed in the annexed form." |
| **Application for Interim Payment Certificates** | 14.3 | *In the 1st sentence of the 1st paragraph, replace “six copies” by “*in the number of copies specified in the Contract Data*”* |
| **Issue of Interim Payment Certificates** | 14.6 (c) | *After paragraph (b) add paragraph (c) as follows:*  In the event of an unresolved level 3 non-compliance specified in the ESHS Specifications, the Engineer shall reduce the value of the Interim Payment Certificates as follows:   1. If Level 3 Non-conformity not resolved after the first occurrence: by 33,3% for the first Interim Payment Certificate 2. If Level 3 Non-conformity still not resolved: by 66,6% for the second Interim Payment Certificate 3. If Level 3 Non-conformity still not resolved: by 100% for the third Interim Payment Certificate   If the Level 3 Non-conformity is still not resolved after the last Interim Payment Certificate in (iii) above then payments will be suspended indefinitely until such time as the Level 3 Non-conformity has been resolved.  Following the resolution of the Level 3 Non-Conformity, the reduction(s) will be included in the next Interim Payment Certificate for payment. No interest will be paid on any reductions or suspended payment amounts. |
| **Time for Payment of Interim Payment Certificates** | 14.7 | *In (b) after “56 days” insert:*  *“or such time as may be stated in the Contract Data”* |
| **Contractor’s Bank Account** | 14.7 | *In the last sentence after “Contractor” insert:*  “and as stated in the Contract Data” |
| **Delayed Payment Interest – local currency** | 14.8 | *In the second paragraph after “Conditions,” add:*  “for local currency payments only” |
| **Delayed Payment Interest – foreign currency** | 14.8 | *After the second paragraph insert a new paragraph as follows:*  The interest rate for payments in foreign currency is as stated in the Contract Data. |
| **Payment of Retention Money** | 14.9 | *In the fifth paragraph, delete first sentence and replace by the sentence* ***"***Unless otherwise stated in the Particular Conditions, 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 may substitute a guarantee issued by a reputable bank or financial institution selected by the Contractor and requiring the Bank's non-objection, for the second half of the Retention Money. The guarantee for the release of the Retention Money has to be acceptable in form and substance to the Bank." |
| **Statement at Completion** | 14.10 | *In the 1st paragraph, replace “*six copies*” by “*the number of copies stated in the Contract Data*”* |
| **Application for Final Payment Certificate** | 14.11 | *In the 1st paragraph, replace “*six copies*” by “*the number of copies stated in the Contract Data*”* |
| **Corrupt or Fraudulent Practices** | 15.6 | *Add the following at the end of the Sub-Clause:*  “In addition to the provisions of this Sub-Clause, the Contractor is also bound by the provisions found under Appendix 1 to the Particular Conditions of Contract, named “Corrupt and Fraudulent Practices Policy – Social and Environmental Responsibility”.” |
| **Contractor's Entitlement to Suspend Work** | 16.1 | *At the end of the second paragraph add the sentence:* "The Bank has no legal obligations towards the Contractor and is not obliged to inform the Contractor about suspension of disbursements or any other circumstances or conduct." |
| **Failure to Agree Dispute Adjudication Board** | 20.3 | *Add at the end of the first sentence of the last paragraph after the words "*of the DAB*" the words "*out of the international or related national lists of certified adjudicators" |

**Appendix 1 to Particular Conditions of Contract**

KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. **Sanctionable Practice**

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA’s detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;

(b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

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| **Coercive Practice** | The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person. |
| **Collusive Practice** | An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person. |
| **Corrupt Practice** | The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action. |
| **Fraudulent Practice** | Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation. |
| **Obstructive Practice** | Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice. |
| **Sanctionable Practice** | Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement. |

1. **Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

1. comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation[[13]](#footnote-13) (ILO) and international environmental treaties and;
2. implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

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| Section X. Contract Forms |

Table of Forms

[Notification of Award 186](#_Toc521923107)

[Contract Agreement 187](#_Toc521923108)

[Performance Security 188](#_Toc521923109)

[Advance Payment Security 190](#_Toc521923110)

[Retention Money Security 192](#_Toc521923111)

Notification of Award

**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 Contract Price *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of institution:

**Attachment: Contract Agreement**

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| 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, in the sum of [*insert Contract Price or Ceiling in words and figures, expressed in the Contract currency(ies)*] (hereafter called “the Contract Price”).

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.

1. The Letter of Acceptance;
2. The Letter of Bid (including the signed Declaration of Undertaking);
3. The addenda Nos \_\_\_\_\_\_\_\_(if any);
4. The Particular Conditions including Appendix 1;
5. The General Conditions;
6. The Employer’s Requirements;
7. The completed Schedules; and
8. The Contractor’s Bid and any other documents forming part of the contract.

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)

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| Performance Security |

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**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 *[Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the contract and brief description of Works]* (hereinafter called “the Contract”). Furthermore we understand that, according to the conditions of the Contract, a performance guarantee is required for *[Insert percentage in words and figures]* % of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures][[14]](#footnote-14)* upon receipt by usof the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or 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 the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account on which payments are to be made]*, for the account of *[Insert name of the Purchaser and the Purchaser’s country]*.

This guarantee shall expire not later than *[Insert expiry date][[15]](#footnote-15)*.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert[[16]](#footnote-16):* 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.*]*

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| Place, date |  | Guarantor’s authorized signature(s) |

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| Advance Payment Security |

**Beneficiary:** *[Insert name and Address of Purchaser]*

**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 *[Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the contract and brief description of Works]* (hereinafter called “the Contract”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[Insert amount and currency in words and figures][[17]](#footnote-17)*, representing *[Insert percentage in words and figures]* % of the contract price, is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by usof the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or 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 the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Applicant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account on which payments are to be made]*, for the account of *[Insert name of the Purchaser and the Purchaser’s country]*.

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) per cent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[Insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date, by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert[[18]](#footnote-18):* 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.*]*

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| Place, date |  | Guarantor’s authorized signature(s) |

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| Retention Money Security |

**Beneficiary:** *[Insert name and Address of Purchaser]*

**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 and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the 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]* is to be made against a Retention Money guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures] [[19]](#footnote-19)* upon receipt by us of the Beneficiary’s first 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 show grounds for the demand or the sum specified therein.

The retention money guarantee shall come into force and effect as soon as the second half of the Retention Money has been credited to the Applicant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account on which payments are to be made]*, for the account of *[Insert name of the Purchaser and the Purchaser’s country]*.

This guarantee shall expire not later than *[Insert expiry date][[20]](#footnote-20)*.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert[[21]](#footnote-21):* 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.*]*

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| Place, date |  | Guarantor’s authorized signature(s) |

1. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-1)
2. Insert if applicable: “This contract will be jointly financed by *[insert name of co-financing agency]*. Bidding process will be governed by the *[insert name of the guidelines, governing the bidding process]*.” [↑](#footnote-ref-2)
3. A brief description of the type(s) of Works should be provided, including quantities, location of Project, delivery/construction period, application of margin of preference and other information necessary to enable potential Bidders to decide whether or not to respond to the Invitation. [↑](#footnote-ref-3)
4. Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”. [↑](#footnote-ref-4)
5. The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. [↑](#footnote-ref-5)
6. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-6)
7. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder. [↑](#footnote-ref-7)
8. Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 22. [↑](#footnote-ref-8)
9. Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 22. [↑](#footnote-ref-9)
10. Pursuant to ITB Clause 19.3 the guarantee must be valid for at least 42 days beyond the bid validity. [↑](#footnote-ref-10)
11. In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank’s branch issuing the guarantee is physically located. [↑](#footnote-ref-11)
12. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-12)
13. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-13)
14. This guarantee shall be issued in the contract currency only. [↑](#footnote-ref-14)
15. This guarantee shall be valid for at least 28 days from the date of contractual contract completion (including warranty obligations). [↑](#footnote-ref-15)
16. In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank’s branch issuing the guarantee is physically located. [↑](#footnote-ref-16)
17. This guarantee must be issued in the contract currency only. [↑](#footnote-ref-17)
18. In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank’s branch issuing the guarantee is physically located. [↑](#footnote-ref-18)
19. 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 in the contract currency(ies) only. [↑](#footnote-ref-19)
20. Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in the Appendix to Bid. 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.” [↑](#footnote-ref-20)
21. In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank’s branch issuing the guarantee is physically located. [↑](#footnote-ref-21)