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Procurement of Works for the Construction of Namalu  
Irrigation Scheme Infrastructure and Facilities in  
Nakapiripit District

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Issued on: April 2023

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Employer: Ministry of Water and Environment

Country: Republic of Uganda

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# **PART 1 - BIDDING PROCEDURES**



# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this International Competitive Bidding (ICB) or International Competitive Bidding among member countries (ICB/MC) process are provided in the **BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
  - (c) “day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays; and
  - (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
- 2. Source of Funds**
- 2.1 The Beneficiary or Recipient (hereinafter called “Beneficiary”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the Islamic Development Bank (hereinafter called “IsDB”) in an amount **specified in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2 Payment by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB, and will be subject, in all respects, to the terms and conditions of the financing Agreement. The financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the

Organization of the Islamic Cooperation, the League of Arab States and the African Union. No party other than the Beneficiary shall derive any rights from the financing Agreement or have any claim to the funds.

**3. Corrupt and Fraudulent Practices**

- 3.1 IsDB 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 their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit IsDB to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB.

**4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS, there is no limit on the number of members in a JV.**
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
  - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or



- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) 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 unless the conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the procurement process and execution of the contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.5 A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, including in accordance with the Guidelines for Procurement of Goods, Works and Related Services under IsDB

Project Financing (“Procurement Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded an IsDB-financed contract or benefit from an IsDB-financed contract, financially or otherwise, during such period of time as IsDB shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.6 Bidders that are Government-owned enterprises or institutions in the Employer’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to IsDB’s satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government (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 the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 4.8 Firms and individuals from a country may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This bidding is open only to prequalified Bidders unless **specified in the BDS**.
- 4.10 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.11 Successful bidders, i.e. Prequalified Contractors, shall be reviewed and subject to onboarding Customer Due Diligence. Only bidders presenting satisfactory Compliance Due Diligence shall be qualified to pursue the selection process and to complete the attached IsDB AML/CFT /KYC Questionnaire/Form for further Compliance Due Diligence in accordance with IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.

Definitions:

**“Compliance Policy”:** IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.

**“Customer Due Diligence (CDD) / Compliance Due Diligence”:** means an onboarding process of conducting research, analysis and review aimed at knowing the customer (Know Your Customer/KYC) and understanding risks - including but not limited to Money Laundering/Terrorist Financing (ML/TF), tax evasion, sanctions, crime, integrity - dealing with the customer may pose, in accordance with IsDB Compliance Policy.

**“Money laundering”:** means acquisition, possession, use or conversion or transfer proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property, as defined in the IsDB Compliance Policy.

**“Terrorist Financing:** generally, means the offence stipulated by Article 2 of the 1999 International Convention for the Suppression of the Financing of Terrorism, as defined in the IsDB Compliance Policy.

**“IsDB AML/CFT/KYC/Questionnaire/Form”:** see Attachment/Annex

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

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

## **B. Contents of Bidding Documents**

### **6. Sections of Bidding Documents**

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

#### **PART 1 - Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. IsDB Policy-Corrupt and Fraudulent Practices

#### **PART 2 - Works Requirements**

- Section VII. Works Requirements

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

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Annex to the Particular Conditions - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.

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, the minutes of the pre-Bid conference (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by 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**

7.1 A prospective 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

## **Visit, Pre-Bid Conference**

during the pre-bid conference 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 specified in the **BDS**, the Employer shall also promptly publish its response at the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If specified in the **BDS**, the Bidder's designated representative is invited to attend a pre-bid conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the conference.

7.6 Minutes of the pre-bid conference, if applicable, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. If so specified **in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid conference 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 conference. Nonattendance at the pre-bid conference 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 addenda.
- 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 Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2

**C. Preparation of Bids**

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
  - (a) Letter of Bid and Appendix to Bid;

- (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.9, the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16; and
- (h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

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

**12. Letter of Bid and Schedules**

12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

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

13.2 When alternative times for completion are explicitly invited, a statement to that effect **will be included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the

Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts **will be identified in the BDS** and described in Section VII, Works Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

#### **14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.

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

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

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

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

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract



shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.**

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

**17. Documents Establishing the Qualifications of the Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.8, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the

deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

**18. Period of  
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after 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.

18.2 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 19, it shall also be extended for twenty-eight (28) 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 18.3.

18.3 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 determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, the bid price shall not be adjusted.

(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

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

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

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

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

from a reputable source from an eligible country. If 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. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 46.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited, or the Bid-Securing Declaration executed:

- (a) 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
- (b) 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.

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

19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

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

## **20. Format and Signing of Bid**

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

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

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

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

#### **D. Submission and Opening of Bids**

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

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
    - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
  - (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process specified in the BDS 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

#### **22. Deadline for Submission of Bids**

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS. When so specified in the BDS**, bidders shall have the option of submitting their bids

electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding 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.

### **23. Late Bids**

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

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

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

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

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

### **25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and 24.2, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be

opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.

25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**.

25.7 The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) any alternative bids; and
- (d) the presence or absence of a bid security if one was required.

25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record

shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 43.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and



- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Determination of Responsiveness**

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding 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 bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial Non conformities**

- 30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid

Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

**31. Correction of Arithmetical Errors**

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

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

**32. Conversion to Single Currency**

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

**33. Margin of Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

**34. Subcontractors**

34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer (so-called “Nominated Subcontractors”).

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

- 34.3 In case of Prequalification, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.
- 34.4 In case of Postqualification, the Employer may permit subcontracting for certain specialized works as indicated in the **BDS**.
- 34.5 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications of the Bidder..

**35. Evaluation of Bids**

- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
  - (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 To evaluate a bid, the Employer shall consider the following:
  - (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the additional evaluation factors are specified in the **BDS** and in Section III, Evaluation and Qualification Criteria;

- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the Bid offering the most Value for Money.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid that is evaluated as offering the most Value for Money is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule, and any other requirements of the Bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.

- 39. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the most Value for Money and substantially responsive bid either continues to meet (if prequalification applies) or meets (if postqualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Bid Offering the Most Value for Money**
- 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Bid offering the Most Value for Money. The Bid offering the Most Value for Money is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the Bidding document; and
  - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**
- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by IsDB, the Standstill Period shall not apply.

- 43. Notification of Intention to Award**
- 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period; and
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Award of Contract**

- 44. Award Criteria**
- 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder offering the Most Value for Money. .
- 45. Notification of Award**
- 45.1 Prior to the expiration of the of Bid validity period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification 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 Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;

- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope.

45.3 The Employer shall publish the Contract Award Notice in UNDB online or Dg Market website in addition to IsDB's external website and on the Employer's website if available.

45.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**46. Debriefing by the Employer**

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.
- 47. Signing of Contract**
- 47.1 Promptly upon notification, the Employer shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.
- 47.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 48. Performance Security**
- 48.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Annex to the Particular Conditions - 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.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the Bidder whose Bid offers the next most Value for Money.
- 49. Procurement Related Complaint**
- 49.1 The procedures for making a Procurement-related Complaint are as specified in the **BDS**.



## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The identification number of the ICB/MC is: <b>MWE/WRKS/22-23/00011</b>
<b>ITB 1.1</b>	The Employer is: <b>Ministry of Water and Environment</b>
<b>ITB 1.1</b>	The Name of the ICB/MC is: <b>Procurement of Works for the Construction of Namalu Irrigation Scheme Infrastructure and Facilities in Nakapiripit District</b>
<b>ITB 2.1</b>	The Beneficiary is: <b>Government of the Republic of Uganda, represented by Ministry of Water and Environment</b>
<b>ITB 2.1</b>	Financing Agreement amount: <b>80 million USD</b>
<b>ITB 2.1</b>	The Name of the Project is: <b>Irrigation Schemes Development Project in Unyama, Namalu and Sipi Regions, Uganda</b>
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>Two (2)</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on IsDB's external website: <a href="http://www.isdb.org">http://www.isdb.org</a>
<b>ITB 4.9</b>	This Bidding Process <i>is not</i> subject to prequalification.

<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:            Attention: <b>Head, Procurement and Disposal Unit</b>            Address: <b>Ministry of Water and Environment Headquarters</b>  <b>Plot 3-7, Kabalega Crescent, Luzira</b>  <b>Kampala</b></p> <p>Electronic mail address: <b>kateregga9@hotmail.com</b></p> <p>Copy or copies submitted to: <a href="mailto:miremuk@yahoo.com">miremuk@yahoo.com</a>  <a href="mailto:imigadde91@gmail.com">imigadde91@gmail.com</a></p> <p>Floor/ Room number: <b>Ground Floor</b></p> <p>City: <b>Kampala</b></p> <p>Country: <b>Uganda</b></p>
<b>ITB 7.1</b>	Web page: <b>Not applicable</b>
<b>ITB 7.4</b>	<p>A Pre-Bid conference <i>shall</i> take place at the following date, time and place:            Date: <b>2<sup>nd</sup> May 2023</b>            Time: <b>10:30am (EAT)</b>            Place: <b>Ministry of Water and Environment Headquarters</b>  <b>Plot 3-7, Kabalega Crescent, Luzira</b>  <b>Kampala, Uganda</b></p> <p>Telephone: <b>+256-414-220229</b></p> <p>E-mail: <a href="mailto:imigadde91@gmail.com">imigadde91@gmail.com</a>; <a href="mailto:miremuk@yahoo.com">miremuk@yahoo.com</a>;  <a href="mailto:tumwineenock02@gmail.com">tumwineenock02@gmail.com</a></p> <p>Contact person/conference coordinator:</p> <p><b>1. The Component Coordinator Agricultural Infrastructure Development (Irrigation Schemes Development Project in Unyama, Namalu and Sipi Regions, Uganda)</b></p> <p>The meeting will also be available online. A link will be shared with all registered bidders prior to the date of the meeting. Bidders who wish to attend the Online pre-bidding meeting shall register and submit their official email addresses no later than 3 days prior to the date of meeting to:  <a href="mailto:miremuk@yahoo.com">miremuk@yahoo.com</a>, <a href="mailto:imigadde91@gmail.com">imigadde91@gmail.com</a></p>

	<p>A site visit conducted by the Employer <i>shall be</i> organized on <b>26<sup>th</sup> May 2023 at 10:00am.</b></p> <p>Venue: <b>Nakapiripit District Local Government</b></p> <p>Contact Person: <b>Mr. Jamesbonn Olinga; Ms. Priscilla Mirembe</b></p> <p>Email: <a href="mailto:jamesbonnolinga@gmail.com">jamesbonnolinga@gmail.com</a>; <a href="mailto:miremuk@yahoo.com">miremuk@yahoo.com</a></p> <p>Contact: <b>+256772980466, +256782384512</b></p>
<b>ITB 7.6</b>	Web page: <b>Not applicable</b>

<b>C. Preparation of Bids</b>	
	<p>The language of the bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English.</b></p>
<b>ITB 11.1 (h)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> <li><b>i.</b> For contracts cited as specific experience, the Bidder shall include in its bid the contact information including telephone number, fax number, email address and physical location of previous employers as well as the address of the location of the works. All the contact details provided must be reachable. Failure to reach any previous employer will result in disqualification of the bid.</li> <li><b>ii. Code of Conduct (ESHS)</b></li> </ul> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.2.7 of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>The Bidder shall complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements e.g.:</p> <ul style="list-style-type: none"> <li>(i) Labour influx, such as spread of communicable diseases including HIV/AIDS, COVID-19, and other Sexually Transmitted Diseases, Tuberculosis, illicit behavior and crime, sexual harassment.</li> <li>(ii) Gender based violence; and associated risks such as workers strikes, sexual harassment and reputational risks.</li> <li>(iii) Transportation of construction materials and associated risks of accidents, contamination of environment, noise and dust emissions, traffic congestion, etc.</li> </ul>

(iv) Waste Management; risks include management of hazardous waste, outbreak of diseases, esthetic impact, potential contamination of surface and groundwater sources, etc.

(v) Environmental protection. Risks related to the impact on the project affected environment, particularly any impact on natural habitats identified in the ESIA. The Code of Conduct shall ensure to avoid actions that may affect the environmental conditions of the project area unless specified in the ESIA/ESMPs, especially any human-wildlife contact/encounter, impact on wetlands, forests/trees, and waterbodies.

(vi) Health and Safety. Enforce the use of Personal Protection Equipment (PPE), place safety signs to avoid accidents to community and workers, and protect workers' health, among others

In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

The Contractor shall be required to implement the agreed Code of Conduct.

**iii. Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**

The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

- i. Traffic Management Plan to ensure safety of local communities from construction traffic.
- ii. Water Resource Protection Plan to prevent contamination of drinking water.
- iii. Management plan to prevent unauthorized access to the sites.
- iv. Management plan for deep excavations, e.g. warning tape.
- v. Management plan for working offshore, e.g. access bridge.
- vi. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit.
- vii. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.
- viii. Labour Force Management Plan to mitigate effects of labour influx, such as spread of communicable diseases including HIV/AIDS, and other Sexually Transmitted Diseases, Tuberculosis, illicit behavior and crime, sexual harassment.
- ix. Transportation management plan for the construction materials and associated risks of accidents, contamination of environment, noise and dust emissions, traffic congestion, etc.
- x. Waste Management Plan for management of hazardous and non-hazardous waste streams, noise, dust, soil erosion, runoffs, storm water

	<p>during construction, outbreak of diseases, esthetic impact, and potential contamination of surface and groundwater sources, etc.</p> <p>xi. Environmental Protection Plan. Risks related to the impact on the project affected environment, particularly any impact on natural habitats identified in the ESIA. The Code of Conduct shall ensure to avoid actions that may affect the environmental conditions of the project area unless specified in the ESIA/ESMPs, especially any human-wildlife contact/encounter, impact on wetlands, forests/trees, and waterbodies.</p> <p>xii. Emergency Prepared Plan: to guide management of any emergency situations during implementation of project construction activities and this will include but not limited to, response to incidents/accidents, accident log, etc: and Grievance Redress Mechanisms.</p> <p>xiii. Health and Safety Management Plan: to enforce the use of Personal Protection Equipment (PPE), place safety signs to avoid accidents to community and workers, and protect workers' health, among others.</p> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
<b>ITB 14.5</b>	The prices quoted by the bidder <b>shall</b> be subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p><b>Alternative A (Bidders to quote entirely in local currency):</b></p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <b><i>Uganda Shillings</i></b>, and further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p>

	(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.
<b>ITB 18.1</b>	The bid validity period shall be <b>120</b> days.
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor(s): <i>N/A</i>
<b>ITB 19.1</b>	<i>A Bid Security shall be</i> required. . The amount and currency of the bid security shall be <b>UGX 1,600,000,000</b> <b>The bid security shall be in the form of an Unconditional Bank Guarantee from a recognized financial institution. Should the issuing financial institution be outside Uganda, it should have a correspondent Bank in the Republic of Uganda to make it enforceable.</b>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <i>None</i>
<b>ITB 19.9</b>	<i>N/A</i>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>Three (3) hard copies and 1(one) soft copy. A soft copy of the bidder’s priced BOQ shall be part of the submission.</b>  <b>In the event of any discrepancy between the hardcopy and the soft copy, the original hardcopy shall prevail.</b>  <b>NB.</b> A soft copy of the bidder’s priced BOQ (MS Excel) should be saved on a flash not CD. Most CDs get broken during Bid submission.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Registered or notarized power of attorney with a sample signature of the person signing the Bid.</b>  In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties:  (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and  (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b>bid submission purposes</b> only, the Employer’s address is:            Attention: <b>Head, Procurement and Disposal Unit</b>            Address: <b>Ministry of Water and Environment Headquarters</b>  <b>Plot 3-7, Kabalega Crescent, Luzira</b>            Floor/ Room number: <b>Ground Floor/PDU Office</b>            City: <b>Kampala</b>            Country: <b>Uganda</b></p> <p>The deadline for bid submission is:            Date: <b>30<sup>th</sup> May 2023</b>            Time: <b>11:00 am (EAT)</b></p> <p>Bidders <b>shall not</b> have the option of submitting their bids electronically.</p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:            Address: <b>Ministry of Water and Environment Headquarters</b>  <b>Plot 3-7, Kabalega Crescent, Luzira.</b>            Floor/ Room number: <b>Ground Floor/PDU Office</b>            City: <b>Kampala</b>            Country: <b>Uganda</b>  <b>Date: 30<sup>th</sup> May 2023</b>  <b>Time: 11:05 am (EAT)</b></p>
<b>ITB 25.6</b>	<p>The Letter of Bid and Priced Bill of Quantities shall be initialed by <b>one</b> representative of the Employer conducting Bid opening</p> <p>Each Bid shall be initialed by the representative and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.</p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 30.3</b>	<p>The adjustment shall be based on the <b>highest</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>

<p><b>ITB 32.1</b></p>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b><i>Uganda Shillings</i></b></p> <p>The source of exchange rate shall be: <b>Bank of Uganda</b></p> <p>The date for the exchange rate shall be: <b>Bid Submission/Bid Opening day</b></p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p> <p><b>Alternative A: Bidders quote entirely in local currency</b></p> <p>For comparison of bids, the Bid Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<p><b>ITB 33.1</b></p>	<p>A margin of preference <b><i>shall not</i></b> apply.</p>
<p><b>ITB 34.1</b></p>	<p>At this time the Employer <b><i>does not intend</i></b> to execute certain specific parts of the Works by sub-contractors selected in advance.</p>



<b>ITB 34.4</b>	<i>N/A</i>
<b>F. Award of Contract</b>	
<b>ITB 48.1 and 48.2</b>	<i>N/A</i>
<b>ITB 49</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement <a href="#">Guidelines</a> (Annex C).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>Attention: <b>Accounting Officer</b></p> <p>Address: <b>Ministry of Water and Environment Headquarters</b>  <b>Plot 3-7, Kabalega Crescent, Luzira</b>  <b>Luzira, Kampala</b></p> <p>Email: <b>alfred.okidi64@gmail.com</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Employer’s decision to award the contract.</li> </ol>

# Section III. Evaluation and Qualification Criteria (Without Prequalification)

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This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 39, 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 USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

**1. Domestic Preference: *Not Applicable***

**2. Evaluation**

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

**2.1 Assessment of adequacy of Technical Proposal with Requirements**

The assessment of the Technical Proposal shall cover: (a) evaluation of the technical capacity of the Bidder to mobilize the key equipment and personnel for the performance of the Contract, (b) the method statement, (c) the Work schedule, and (d) the sourcing of materials, in conformity with Section VII, Works Requirements.

**2.2 Multiple Contracts,**

**If permitted under ITB 35.4, will be evaluated as follows: *Not Applicable***

**Award Criteria for Multiple Contracts [ITB 35.4: *Not Applicable***

**2.3 Alternative Completion Times**

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

**2.4 Technical alternatives**

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

**2.5 Sustainable Procurement**

Not Applicable

**2.6 Specialized Subcontractors**

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

**2.7 Other Criteria**

**If permitted under ITB 35.2(f):** *Not Applicable*

### 3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>3.1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by IsDB, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>Government Owned Entity of the Beneficiary country</b>	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Beneficiary's country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. (Para 1.7.11 and 1.7.12 of Guidelines for</b>	Not having been excluded as a result of prohibition in the Beneficiary's country laws or official regulations against commercial relations with the Bidder's country, or or by the Boycott Regulations of the Organization of the Islamic	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
	<b>Procurement of Goods, Works and related services Under the Islamic Development Bank Financing, September 2018 prevail)</b>	Cooperation, the League of Arab States and the African Union,, both in accordance with ITB 4.8 and Section V.					
<b>3.2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2015.	Must meet requirement <sup>2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity</b>	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	<b>Pending Litigation</b>	Bidder's financial and position	Must meet	N/A	Must meet	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	requirement		requirement		
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2015	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years <sup>4</sup> .	contractor/s must also make the declaration				
<b>3.3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>USD 3,600,000 for a period every Three (3) months</b> for the	Must meet requirement	Must meet requirement	Must meet <b>60%, (Sixty percent)</b> of the requirement	Must meet <b>80%, (eighty percent)</b> of the requirement	Form FIN – 3.1, with attachments

<sup>4</sup> The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		subject contract net of the Bidders other commitments					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	Must meet <b>60%, (Sixty percent)</b> of the requirement	Must meet <b>80%, (eighty percent)</b> of the requiremen	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>five (5)</b> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>USD 46,000,000</b> calculated as total certified payments received for contracts in progress and/or completed within the last <b>five (5) years</b> , divided by <b>five (5) years</b>	Must meet requirement	Must meet requirement	Must meet <b>60% (sixty percent)</b> of the requirement	Must meet <b>80% (eighty percent)</b> of the requirement	Form FIN – 3.2
<b>3.4. Experience</b>							
4.1	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <b>Ten years</b> , starting 1 <sup>st</sup> January 2013.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management</b>	A minimum number of similar <sup>5</sup> contracts					

<sup>5</sup> The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
	<b>Experience</b>	<p>specified below that have been satisfactorily and substantially<sup>6</sup> completed as a prime contractor, joint venture member<sup>7</sup>, management contractor or sub-contractor<sup>7</sup> starting from 1st January 2013:</p> <p><b>EITHER</b></p> <p>(i) Two irrigation schemes each with minimum acreage 1000ha served by either an earth or concrete dam. One of the projects must be an earth dam. Each project must be of minimum value, US Dollars Twenty Nine Million (US\$</p>	Must meet requirement	N/A	Must meet requirement of at least one similar contract	Must meet requirement of at least two similar contracts	Form EXP 4.2(a)

<sup>6</sup> Substantial completion shall be based on **80%** or more works completed under the contract.

<sup>7</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		29,000,000)  <b>OR</b> (ii) One irrigation scheme with minimum acreage 2000ha served by an earth dam, with minimum value of US Dollars Fifty Eight Million (US\$ 58,000,000)	Must meet requirement	Must meet requirement <sup>8</sup>	Must meet requirement	Must meet requirement	Form EXP 4.2(a)
4.2 (b)		For the above and any other contracts (substantially completed and under implementation) as prime contractor, joint venture member, management contractor or sub-contractor <sup>9</sup> on or after the first day of the	Must meet requirements	Must meet requirements	Must meet 45% of the requirement	Must meet 60% of the requirement <sup>11</sup>	Form EXP – 4.2 (b)

<sup>8</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

<sup>9</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

<sup>11</sup> Requirement can be met through a Specialized Sub-contractor

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed<sup>10</sup>:</p> <p>Similarity includes scope of works, engineering complexity, construction methods or technology based on the following:</p> <p><b>EITHER</b></p> <p><b>i. For 2 No. Earth dams, each should comprise of:</b></p> <ul style="list-style-type: none"> <li>• Dam by excavation for foundation and filling with impervious clay core and earth materials and compaction in</li> </ul>					

<sup>10</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		layers; minimum earth fill volumes 800,000 m <sup>3</sup> <ul style="list-style-type: none"> <li>• Intake/outlet structure; minimum concrete volumes of 500m<sup>3</sup></li> <li>• Spillway structure; minimum earth excavation volumes of 80,000 m<sup>3</sup> and minimum concrete volume of 2,000 m<sup>3</sup></li> </ul> <b>OR</b> <b>ii. For 1 No. Earth Dam, it should comprise of:</b> <ul style="list-style-type: none"> <li>• Dam by excavation for foundation and filling with impervious clay core and earth materials and compaction in layers; minimum earth fill volumes 1,600,000 m<sup>3</sup></li> <li>• Intake/outlet structure; minimum concrete works volumes of 1,000m<sup>3</sup></li> </ul>					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<ul style="list-style-type: none"> <li>• Spillway structure; minimum earth excavation volumes of 160,000 m<sup>3</sup> and minimum concrete volume of 4,000 m<sup>3</sup></li> </ul> <p><b>OR</b></p> <p><b>ii.RCC/ Rock fill dam</b></p> <ul style="list-style-type: none"> <li>• Excavation; minimum earth volumes of 1,600,000 m<sup>3</sup></li> <li>• Intake/outlet structure; minimum concrete works volumes of 1,000m<sup>3</sup></li> <li>• Spillway structure; minimum earth excavation volumes of 160,000 m<sup>3</sup> and minimum concrete volume of 4,000 m<sup>3</sup></li> </ul> <p>iv.In addition to the above either (i) or (ii) or (iii) the earth/RCC/Rockfill dam should serve an Irrigation System</p>					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>with concrete lined main irrigation canals of minimum length of 15Km</p> <p>NB: Bidders must meet the criteria for similar projects indicated in either (i) or (ii) or (iii) above and including (iv)</p>					



### 3.5 Contractor's Representative and Key Personnel

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

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

The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).

In case of a Joint Venture, the JV proportion MUST be reflected in the percentage of staff belonging to each of the JV members.

For any position, equivalent academic/education qualifications in a related field/discipline will be acceptable.

All the key-personnel listed below shall demonstrate to be fluent in English language, both written and spoken.

The Bidder MUST demonstrate that the personnel for the key positions meet the following requirements, which are the minimum.

#### Contractor's Representative and Key Personnel

Item No.	Position/Specialization	Minimum Qualifications	Minimum Years of Professional Experience
1	Project Manager	-Bachelors Degree in Civil Engineering, MSc in Construction Management, -Registered with Engineers' Registration Board (ERB) or relevant body in other country shall be an added advantage -Completed at least one similar project as Project Manager in the past 10 years.)	15
2	Assistant Project Manager	-Bachelors Degree in Civil Engineering, Postgraduate in Project planning and Management -Registration with Engineers' Registration Board (ERB) or relevant body in other country shall be added advantage	10
3	Site Agent	-Bachelors Degree in Construction Management/Civil Engineering	10
4	Land Surveyor	-Bachelors Degree in Land Surveying, Registered with Surveyors' Registration	10

Item No.	Position/Specialization	Minimum Qualifications	Minimum Years of Professional Experience
		Board or relevant body in other country shall be an added advantage -GIS skills are a requirement	
5	Quantity Surveyor	-Bachelors Degree in Quantity Surveying or Building Economics -Completed at least one similar project as Quantity Surveyor in the past 5 years.	10
6	Environmental Specialist / Officer	-Bachelors Degree in Environmental Science, Occupational Health or related discipline	5
7	Health and Safety (HSS) Officer	-Bachelors Degree in Environmental Science, Occupational Health or related discipline	5
8	Sociologist	-Bachelors Degree in Sociology or Social Sciences	5
9	Superintendent of Works – Hydraulic/Drainage works	-Higher Diploma in Civil Engineering	5
10	Superintendent of Works – Earthworks	-Higher Diploma in Civil Engineering	5
11	Superintendent of Works – Earthworks	-Higher Diploma in Civil Engineering	5
12	Superintendent of Works – Concrete/Structural works	-Higher Diploma in Civil Engineering	5
13	Superintendent of Works – Road works	-Higher Diploma in Civil Engineering	5
14	Materials/Laboratory Technician	-High Diploma in Civil Engineering	5
15	AutoCAD Draftsman	-Ordinary Diploma in Civil Engineering or Architecture	5

**Curriculum Vitae (CV) signed by the personnel designated to execute the works MUST be attached. Personnel who are not able to speak or write English will not be allowed on site. The Contractor shall propose alternative staff who meet the minimum qualifications and are able to communicate in English.**

### 3.6 Equipment

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

No.	Equipment Type	Capacity	Year of Manufacture	Minimum Number required
1	Bull Dozer,	D6 or better	2010	2

2	Excavators with bucket	1.5 m3 bucket or better	2010	3
3	Back Hoes	428 Series	2010	3
4	Motor Grader	HP140	2010	2
5	Wheel loaders,	2 m3 bucket	2010	2
6	Self-propelled water bowser,	7 – 10 m3	2010	2
7	Self-propelled vibratory rollers,	10 tons	2010	2
8	Sheep's foot roller,	10 tons	2010	1
9	Plate Compactors	-	2010	2
10	Dumpers/Tippers,	10-20 ton	2010	8
11	Rotary Ditcher – tractor mounted, OR V-Ditching Bucket fixed to excavator	Adjustable digging angles to suit design size/shape and depth	2010	1
12	Mobile Crane,	7-10 tons	2010	1
13	Mobile Concrete Mixer/Batching plant	5m <sup>3</sup>	2010	1
14	Concrete mixer truck and dumper,	2 m <sup>3</sup>	2010	2
15	Dewatering pumps,	2m <sup>3</sup> /hr	2005	2
16	Standard sets of Surveyor's equipment			1

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

**Owned Equipment: Documentary evidence of ownership such as copies of registration books and information on current locations of the equipment.**

**Leased/Hired Equipment: Lease/hire agreements and information on current locations of the equipment**



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# Section IV. Bidding Forms

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# Letter of Bid

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

ICB/MC No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) 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 4.7

(d) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_  
\_\_\_\_\_;

(e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid \_\_\_\_\_

In case of multiple lots, total price of each lot \_\_\_\_\_

In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_;

(f) The discounts offered and the methodology for their application are:

i) The discounts offered are: \_\_\_\_\_

ii) The exact method of calculations to determine the net price after application of discounts is shown below:  
\_\_\_\_\_  
\_\_\_\_\_;

(g) Our bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if

applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative bids submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by IsDB, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;
- (k) *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6],<sup>12</sup>*
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (m) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) 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

<sup>12</sup> Bidder to use as appropriate

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



# Appendix to Bid

## Schedule of Adjustment Data

*[Note to Employer: It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved]*

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

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

where:

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

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

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

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

“L<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

## Table of Adjustment Data

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

### Table A. Local Currency

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

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

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

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

<b>Index code</b>	<b>Index description</b>	<b>Source of index</b>	<b>Base value and date</b>	<b>Bidder's related source currency in type/amount</b>	<b>Equivalent in FC1</b>	<b>Bidder's proposed weighting</b>
A	Nonadjustable	-	28 days before bid opening	—		A: <u>0.2</u>
FL	Foreign Labour					B: <u>0.1 - 0.2</u>
P	Pipes/Fittings					C: <u>0.1 - 0.2</u>
E	Equipment(tools)					D: <u>0.05 - 0.2</u>
C	Cement					E: <u>0.05 - 0.2</u>
RS	Reinforcement Steel					F: <u>0.05 - 0.2</u>
SG	Steel Gates					G: <u>0.05 - 0.2</u>
EW	Equipment (for installation/incorporation in permanent works)					H: <u>0.05-1</u>
<b>Total</b>						<b>1.00</b>

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

**Table C. Summary of Payment Currencies**

**Table: Alternative A**

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

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

## **Bill of Quantities**

The Bill of Quantities are bound separately in Volume **2 of 5**

# Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Equipment**
- **Key Personnel Schedule**
- **Others**

## **Site Organization**

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



## **Method Statement**

*Provide a detailed description of the proposed method statement to execute the works*

## **Mobilization Schedule**

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

## **Construction Schedule**

*Provide a detailed description/illustration of the proposed mobilization, construction and Defects monitoring schedule.*

## **ESHS Management Strategies and Implementation Plans**

### **(ESHS-MSIP)**

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

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

## **Code of Conduct: Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

## Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

## Contractor's Representative and Key Personnel Schedule

### Form PER-1: Proposed Personnel

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

#### Contractor' Representative and Key Personnel

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

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



**Form PER-2:  
Resume and Declaration  
Contractor's Representative and Key Personnel**

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

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

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

## Declaration

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

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

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

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

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

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

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

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

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

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

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

## **Bidders Qualification without prequalification**

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

# Form ELI -1.1

## Bidder Information Form

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

ICB/MC No. and title: \_\_\_\_\_

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

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

## Form ELI -1.2

### Party to JV Information Form

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

ICB/MC No. and title: \_\_\_\_\_

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

Bidder's name:
Bidder's Party name:
Bidder's Party country of registration:
Bidder Party's year of constitution:
Bidder Party's legal address in country of constitution:
Bidder Party's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form CON – 2

# Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

Joint Venture Party Name \_\_\_\_\_

ICB/MC No. and title: \_\_\_\_\_

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

<b>Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications</b>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [ <i>insert year</i> ] specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [ <i>insert year</i> ] specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance:	
<b>Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications</b>			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

- No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.
- Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Form CON – 3

### ESHS Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

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

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

Joint Venture Party Name: *[insert full name]*

ICB/MC No. and title: *[insert ICB/MC number and title]*

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

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



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

# Form FIN – 3.1

## Financial Situation and Performance

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

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

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

ICB/MC No. and title: \_\_\_\_\_

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

### 1. Financial Data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Sources of Finance

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

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		
4		

## 3. Financial documents

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

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

Attached are copies of financial statements<sup>13</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>13</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2

### Average Annual Construction Turnover

Bidder's/Joint Venture Member's Name: \_\_\_\_\_

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

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

ICB/MC No. and title: \_\_\_\_\_

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

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

**Form FIN – 3.3:**

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of Financing</b>	<b>Amount (US\$ equivalent)</b>
1		
2		
3		
4		

**Form FIN – 3.4:**

**Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current US\$ Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [US\$/month]</b>
1					
2					
3					
4					
5					
6					

## Form EXP - 4.1

### General Construction Experience

Bidder's/Joint Venture Member's Name: \_\_\_\_\_

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

Bidder JV Party Name: \_\_\_\_\_

ICB/MC No. and title: \_\_\_\_\_

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

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

## Form EXP - 4.2(a)

# Specific Construction and Contract Management Experience

Bidder's/Joint Venture Member's Name: \_\_\_\_\_

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

JV Party Name: \_\_\_\_\_

ICB/MC No. and title: \_\_\_\_\_

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				



**Form EXP - 4.2(a) (cont.)**

**Specific Construction and Contract Management  
Experience (cont.)**

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

## Form EXP - 4.2(b)

### Construction Experience in Key Activities

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

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

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

Sub-contractor's Name<sup>14</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

ICB/MC No. and title: \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITB 34 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

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

	Information			
<b>Contract Identification</b>				
<b>Award date</b>				
<b>Completion date</b>				
<b>Role in Contract</b>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
<b>Total Contract Amount</b>			US\$	
<b>Quantity (Volume, number, or rate of production, as applicable) performed under the contract per year or part of the year</b>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
<b>Year 1</b>				
<b>Year 2</b>				
<b>Year 3</b>				
<b>Year 4</b>				

<sup>14</sup> If applicable

<b>Employer's Name:</b>	
<b>Address:</b> <b>Telephone/fax number</b> <b>E-mail:</b>	

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

2. Activity No. Two

3. ....

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

# Form of Bid Security

## (Demand Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

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

**Invitation for Bids No:** *[Insert reference number for the Request for Bids]*

**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 of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert Name of Contract]* under Invitation for Bids No. *[insert No]* ("the IFB").

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

At the request of the Applicant, we, as Guarantor, hereby **irrevocably and unconditionally** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[amount in figures]* *[amount in words]* upon receipt by us of the Beneficiary's **first demand** in writing accompanied by a written statement, stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date

shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document.

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

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

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*[signature(s)]*

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



## Section V. Eligible Countries

### Eligibility for Procurement of Goods, Works, and Non-Consulting Services under IsDB Project Financing

1. In accordance with Para 1.11 of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, September 2018, it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

The eligibility of a Firm will be determined during the evaluation process. In cases where Firms withhold information to evade disqualification on account of the eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Firm and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and/or IsDB. IsDB reserves the right not to honor any contract if the supplier or contractor involved is found to be ineligible based on the eligibility requirement stated therein.

For the purpose of eligibility, a Member Country (MC) Firm shall comply with all of the following:

- i. *it is established or incorporated in a IsDB MC;*
- ii. *its principal place of business is located in a IsDB MC; and*
- iii. *it is more than 50% beneficially owned by a firm or firms in one or more MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

For the purpose of eligibility, a domestic firm of a MC is defined as follows:

- i. *it is established or incorporated in the MC where the Works are to be carried out and/or where the Goods are to be delivered;*
- ii. *its principal place of business is located in the Beneficiary MC; and*
- iii. *it is more than 50% beneficially owned by a firm or firms in the Beneficiary MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

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

Under ITA 5.1 (a): *[insert a list of the countries following approval by IsDB to apply the restriction or state "none"]*.

Under ITA 5.1 (b): *[insert a list of the countries following approval by IsDB to apply the restriction or state "none"]*.





## Section VI. IsDB Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

### Fraud and Corruption:

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>15</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.

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<sup>15</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
- d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>16</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. to be awarded a IsDB-financed contract; and
  - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>16</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.

## **PART 2 - WORKS REQUIREMENTS**



# Section VII. Works Requirements

## Contents

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# Scope of Works

## Construction of Namalu Irrigation Scheme

### 1. GENERAL REQUIREMENTS OF THE WORKS

#### 1.1 Extent of the Works - Part 1

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

#### 1.2 Extent of the Works - Part 2

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

##### 1.2.1 Civil Works for Unyama Irrigation Scheme

- a) Diversion works
- b) Zoned Earth fill dam
- c) Side channel Spillway
- d) Outlet works
- e) Irrigation networks
- f) Access and scheme roads
- g) Scheme buildings and facilities

#### 1.3 General description of the project

The project entails construction of Namalu dam which is located in Namalu-Nakalee catchment characterised with an estimated catchment area at the dam site of 27.6Km<sup>2</sup> which will create a storage of 11.82Mm<sup>3</sup> and its live volume of 10.07 Mm<sup>3</sup> will provide water for Irrigation of 2000ha.

The irrigation scheme is an open canal system. The Unyama Irrigation scheme is composed of the following main works:

- Diversion works
- Earthfill dam with 20m height
- A side channel spillway located on the right bank of the dam, designed to discharge a flood of 29.2 m<sup>3</sup>/s, with a return period of 10,000y comprising an ogee weir, approach channel, a flow control structure with a trough channel parallel to it, a discharge or chute channel, energy dissipator and exit tail channel;

- Outlet works comprising an approach channel, intake tower, water conveyance conduit and terminal structures
- Irrigation network consisting of:
  - Lined main and secondary canals reaching the different zones in the command area;
  - Unlined Tertiary and field canals distributing water directly to the irrigation fields;
  - Unlined main, secondary, tertiary, field and interceptor drains so as drain low-lying areas;
- Access and scheme roads
- Scheme buildings and facilities including an office block, residential buildings, storage facility, rice drying platform, cattle troughs, farm sheds, and sanitary units

# **Specifications**

*The Specification is bound separately as Volume 3 of 5*



# Drawings

*The Drawings are bound separately as Volume 4 of 5*

## **LIST OF DRAWINGS**

<b>PART I: HEAD WORK</b>	
<i>A</i>	<i>LAYOUT DRAWINGS</i>
<i>B</i>	<i>HEAD WORK LONGITUDINAL AND SECTION DETAILS</i>
<b>PART II: IRRIGATION SYSTEM</b>	
<i>C</i>	<i>LAYOUT DRAWINGS</i>
<i>D</i>	<i>IRRIGATION CANALS LONGITUDINAL PROFILES AND HYDRAULIC STRUCTURES</i>
<b>PART III: DRAINAGE SYSTEM</b>	
<i>E</i>	<i>DRAINAGE CANALS LONGITUDINAL PROFILES AND HYDRAULIC STRUCTURES</i>
<b>PART IV: FLOOD PROTECTION WORK</b>	
<i>F</i>	<i>FLOOD PROTECTION DYKE</i>
<b>PART V: HYDRO MECHANICAL GATE</b>	
<i>G</i>	<i>HYDRO MECHANICAL WORKS</i>
<b>PART VI: IRRIGATION FACILITIES</b>	
<i>H</i>	<i>IRRIGATION FACILITIES AND ASSOCIATED AMENITIES</i>
<b>PART VII</b>	
<i>J</i>	<i>RESIDENTIAL AND OFFICE BLOCK</i>

<i>K</i>	<i>STORAGE FACILITY</i>
<i>L</i>	<i>DRYING YARD</i>
<i>M</i>	<i>SEPTIC TANK</i>
<i>N</i>	<i>WATER TANK STAND</i>

# **Environmental, Social, Health and Safety (ESHS) Requirement**

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

*This is bound separately as Volume 5 of 5*

## **MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT**

### **1.0 Introduction**

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

### **1.1 Purpose of the Code of Conduct**

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

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

### **1.2 General Conduct of all the Project Employees**

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

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

## **2.0 Avoidance of the Conflicts of Interest**

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

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

## **3.0 Prompt Communication**

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

## **4.0 Environmental, Health and Safety Requirements**

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

Project activities are conducted in an environmentally responsible and socially acceptable and culturally sensitive manner;

A Contractor's Environmental and Social Management Plan (ESMP) is comprehensive and adequately integrates the voluntary commitments in the ESIA's ESMP conditions provided in the different permits, licenses and approvals issued, and the general specifications for road and bridge works.

Raise a red flag in instances where on-the-ground conditions might be harmful to the environment, human health and safety;

The project implementation team is responsive to environmental concerns raised by the partners, Lead Agencies, local communities and other stakeholders.

The project team respects and ultimately complies with sound environmental standards (both international and local), principles and laws.

Monitoring and reporting the project's impact (positive and adverse) of the project activities on local environmental conservation and protection.

Model good environmental stewardship

## **5.0 General Obligation of Partners**

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

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

- xii. and proper use of property (for example, to prohibit theft, carelessness or waste)
- xiii. Duty to report violations of this Code, Gender consideration, sensitivity and mainstreaming in the project implementation, including sanitation facilities, allocation of work and duties etc.
- xiv. Non retaliation against workers who report violations of the Code, if that report is made in good faith
- xv. The Safety Committee in place meets regularly to proactively address the occupational health and safety gaps/ challenges facing the project implementation activities,
- xvi. A Grievance Redress Mechanism in place with a respected robust Grievance Redress Committee (GRC) whose membership is clearly representative of the different categories of workers on the project e.g. the workers' union representatives, female staff representatives, foreign staff, etc.
- xvii. Develop subsidiary plans including the traffic management plan, Safety Plan, waste management plans and others and ensure that these plans are effectively implemented.

## **6.0 Conclusion**

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

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

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's Personnel, Employer's Personnel, and affected persons.*

# Supplementary Information



# **PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## Section VIII. General Conditions (GC)

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[Name of Employer]

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[Name of Contract]

### **Red Book:**

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the IsDBs COPA and the amendments and additions to such General Conditions.

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

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

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## **Section IX. Particular Conditions (PC)**

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

## Part A - Contract Data

Conditions	Sub- Clause	<i>Data</i>
<b>Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost</b>	1.1.20	N/A
<b>Defects Notification Period</b>	1.1.27	365 days. (one year)
<b>Employer's name and address</b>	1.1.31	Ministry of Water and Environment Plot 3-7, Kabalega Crescent, Luzira Luzira, Kampala
<b>Engineer's name and address</b>	1.1.35	To be confirmed
<b>Sections</b>	1.1.73	N/A
<b>Bank's name</b>	1.1.89	Islamic Development Bank
<b>Beneficiary's name</b>	1.1.90	Government of the Republic of Uganda, represented by Ministry of Water and Environment
<b>Time for Completion</b>	1.1.84	<i>730 days</i>
<b>Electronic transmission system</b>	1.3 (a) (ii)	<i>N/A</i>
<b>Address of Employer for communications</b>	1.3(d)	Ministry of Water and Environment Plot 3-7, Kabalega Crescent, Luzira P.O Box 20026, Luzira, Kampala
<b>Address of Engineer for communications</b>	1.3(d)	To be confirmed
<b>Address of Contractor for communications</b>	1.3(d)	To be confirmed
<b>Governing Law</b>	1.4	Uganda
<b>Ruling language</b>	1.4	English
<b>Language for communications</b>	1.4	English
<b>Time for the Parties to sign a Contract Agreement</b>	1.6	28 days after receipt of the Letter of Acceptance

<b>Number of additional paper copies of Contractor's Documents</b>	1.8	Three
<b>Total liability of the Contractor to the Employer under or in connection with the Contract</b>	1.15	The product of 1 times the Accepted Contract Amount.
<b>Maximum total liability of the Contractor to the Employer</b>	1.15	The product of 1.5 times the Accepted Contract Amount,
<b>Site</b>	1.1.74	Namalu
<b>Time for access to the Site</b>	2.1	No later than the Commencement Date
<b>Engineer's Duties and Authority</b>	3.2	Variations resulting in an increase of the Accepted Contract shall require written consent of the Employer.
<b>Performance Security</b>	4.2	The Performance Security will be in the form of a <b>demand guarantee</b> in the amount(s) of 10 (ten) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
<b>Environmental, Social, Health and Safety (ESHS) Performance Security</b>	4.2	N/A
<b>Period for notification of errors in the items of reference</b>	4.7.2 (a)	28 Days
<b>Period of payment for temporary utilities</b>	4.19	28 Days
<b>Number of additional paper copies of progress reports</b>	4.20	Three (03)
<b>Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)</b>	5.1(a)	N/A
<b>Parts of the Works for which subcontracting is not permitted</b>	5.1(b)	N/A
<b>Normal working hours</b>	6.5	08:00 hours to 17:00 hours from Monday to Friday

<b>Number of additional paper copies of program</b>	8.3	Three (03)
<b>Delay damages payable for each day of delay</b>	8.8	0.1% of the Accepted Contract Amount, less provisional sum, for DAAB.
<b>Maximum amount of delay damages</b>	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
<b>Method of measurement</b>	12.2	
<b>Percentage profit</b>	12.3	<i>As stated under 1.1.20 above</i>
<b>Right to Vary</b>	13.1	Limit for Right to Vary is 25% of the Accepted Contract Amount
<b>Percentage rate to be applied to Provisional Sums for overhead charges and profit</b>	13.4 (b)(ii)	10%
<b>Adjustments for Changes in Cost</b>	13.7	N/A
<b>Total advance payment</b>	14.2	20% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable
<b>Repayment of Advance payment</b>	14.2.3	Deductions shall be made at the amortisation rate of 33.3%
<b>Period of payment</b>	14.3	
<b>Number of additional paper copies of Statements</b>	14.3(b)	
<b>Percentage of retention</b>	14.3(iii)	10%
<b>Limit of Retention Money (as a percentage of Accepted Contract Amount)</b>	14.3(iii)	10%
<b>Plant and Materials</b>	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped: N/A
<b>Plant and Materials</b>	14.5(c)(i)	Plant and Materials for payment when delivered to the Site:

<b>Minimum Amount of Interim Payment Certificates</b>	14.6.2	2% of the Accepted Contract Amount.
<b>Period of payment of Advance Payment to the Contractor</b>	14.7(a)	60 days
<b>Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)</b>	14.7b(i)	60 days
<b>Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)</b>	14.7b(ii)	60 days
<b>Period for the Employer to make final payment to the Contractor</b>	14.7(c)	60 days
<b>Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))</b>	14.8	Financing charges for delayed payment shall be calculated at the commercial prime lending rate as follows: 1% above the central Bank of Uganda for local currency and for foreign currency, +2% above the prime rate of the central bank in the country of the currency of payment, or if not available, the EURIBOR offered rate
<b>Number of additional paper copies of draft Final Statement</b>	14.11.1(b)	Three (3)
<b>Forces of nature, the risks of which are allocated to the Contractor</b>	17.2(d)	
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	19.1	<i>[Insert maximum amount of deductibles]</i>

<b>Permitted deductible limits</b>	19.1	<p>Takeful Insurance required for the Works: <b>US\$ 900,000</b></p> <p>Takeful Insurance required for Goods: <b>None</b></p> <p>Takeful Insurance required for liability for breach of professional duty: <b>US\$ 40,000</b></p> <p>Takeful Insurance required against liability for fitness for purpose (if any is required): <b>US\$ 20,000</b></p> <p>Takeful Insurance required for injury to persons and damage to property: <b>US\$ 200,000</b></p> <p>takeful insurance required for injury to employees: <b>US\$ 40,000</b></p> <p>other insurances required by Laws and by local practice: <b>None</b></p>
<p><b>Periods for submission of insurance:</b></p> <p>a. evidence of insurance.</p> <p>b. relevant policies</p>	19.1	<p>28 days</p> <p>28days</p>
<b>Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)</b>	19.2.1(b)	0%
<b>List of Exceptional Risks which shall not be excluded from the insurance cover for the Works</b>	19.2.1(iv)	No exceptional risks to be excluded
<b>Extent of insurance required for Goods</b>	19.2.2	Full replacement value
<b>Amount of insurance required for Goods</b>		
<b>Amount of insurance required for liability for breach of professional duty</b>	19.2.3(a)	US\$ 40,000
<b>Insurance required against liability for fitness for purpose</b>	19.2.3(b)	US\$ 40,000



<b>Period of insurance required for liability for breach of professional duty</b>	19.2.3	900 days
<b>Amount of insurance required for injury to persons and damage to property</b>	19.2.4	US\$ 200,000
<b>Time for appointment of DAAB member (s)</b>	21.1	42 days after signature by both parties of the Contract Agreement
<b>Date by which the DB shall be appointed</b>	21.1	28 days after the Commencement date
<b>The DAAB shall be comprised of</b>	21.1	One sole Member
<b>List of proposed members of DAAB</b>	21.1	Proposed by Employer 1. To be Determined Proposed by Contractor 1. _____
<b>List of potential DB sole members</b>	21.2	<i>To be Determined</i>
<b>Appointment (if not agreed) to be made by</b>	21.2	local/locally registered Contractors: President - Uganda Institution of Professional Engineers (UIPE) For International Bidders: FIDIC
<b>Rules of arbitration</b>	21.6(a)	For foreign Contractors: International Chamber of Commerce (ICC); and for local/locally registered Contractors: arbitration shall be conducted in accordance with the Arbitration and Conciliation Act Cap 4, Laws of Uganda
	21.6 (b)	<i>shall not apply.</i>
<b>Place of arbitration</b>	21.6(a)	<i>Nairobi, Kenya</i>

## Part B - Specific Provisions

<b>Sub-Clause 1.1.10</b> Contract	“the Contractor’s Proposal” is deleted.
<b>Sub-Clause 1.1.17</b> Contractor’s Personnel	Key Personnel  The following is added at the end of the sub-clause:  “Contractor’s Personnel includes Key Personnel as named in Part A - Contract Data.”
<b>Sub-Clause 1.1.49</b> Laws	The Sub-Clause is replaced with:  “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”
<b>Sub-Clause 1.1.74</b> Site	The Sub-Clause is replaced with:  “Site” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
<b>Sub-Clause 1.1.77</b> Statement	On the second line after “Payment Certificate under...”, add “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable)”.
<b>Sub-Clause 1.1.81</b> Tender	“the Contractor’s Proposal” is deleted.
<b>Sub-Clause 1.1.89 to 1.1.91 are added after Sub-Clause 1.1.88</b>	
<b>Sub-Clause 1.1.89</b> Bank	“ <b>Bank</b> ” means the financing institution (if any) named in the Contract Data.
<b>Sub-Clause 1.1.90</b> Beneficiary	“ <b>Beneficiary</b> ” means the person (if any) named as the beneficiary in the Contract Data.
<b>Sub-Clause 1.1.91</b> ES	“ <b>ES</b> ” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

**Sub-Clause 1.1.92**  
Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)

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

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

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

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

**Sub-Clause 1.2**  
Interpretation

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

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

“he/she” is replaced with:” it”;

“him/her” is replaced with “it”;

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

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

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

sub-paragraph (k) is added:

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

**Sub-Clause 1.5**  
Priority of Documents

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

(f) the Particular Conditions Part C- Corrupt and Fraudulent Practices;

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

and the list renumbered accordingly.

**Sub-Clause 1.6**  
Contract Agreement

The last paragraph is replaced with:

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

**Sub-Clause 1.12**  
Confidentiality

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

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

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

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

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

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

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

The first paragraph is replaced with:

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

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

“In addition, if the Bank has notified to the Beneficiary that the Bank has suspended disbursements under its loan (Qard) or financing, which finances in whole or in part the execution of

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

**Sub-Clause 2.6**

Employer-Supplied Materials and Employer’s Equipment

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

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

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

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

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

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

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

“The Employer shall make the Employer’s Equipment listed in the Specification available to the Contractor at the time(s) stated in the Specification (if not stated, within the times that shall be

required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).

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

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

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

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

**Sub-Clause 3.1**

The Engineer

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

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

**Sub-Clause 3.2**

Engineer's Duties and Authority

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

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

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

**Sub-Clause 3.3**

Engineer's Representative

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

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

**Sub-Clause 3.4**

Delegation by the Engineer

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

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

**Sub-Clause 3.6**

Replacement of the Engineer

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

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

**Sub-Clause 4.1**

Contractor's General Obligations

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

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

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

“The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social

risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

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

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

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

- (a) “if so stated in the Specification, the Contractor shall:
  - (i) design structural elements of the Works taking into account climate change considerations;
  - (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;
  - (iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and
  - (iv) any other requirement stated in the Specification.”

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

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

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



(b) may have an interest in the Contract.

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

**Sub-Clause 4.2**

Performance Security and ES  
Performance Security

The first paragraph is replaced with:

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

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

2.1- Right of Access to the Site;

14.2- Advance Payment;

14.6- Issue of IPC;

14.12- Discharge;

14.13- Issue of FPC;

14.14 Cessation of Employer’s Liability;

15.2- Termination for Contractor’s Default;

15.5- Termination for Employer’s Convenience.

**Sub-Clause 4.2.1**

Contractor’s obligations

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to

the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”

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

**Sub-Clause 4.2.2**

Claims under the Performance Security

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

**Sub-Clause 4.2.3**

Return of Performance Security

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

**Sub-Clause 4.3**

Contractor’s Representative

The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

**Sub-Clause 4.6**

Co-operation

On the second-last line of the first paragraph before “Contractor’s”, “of the” is added.

The following is added after the first paragraph:

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

**Sub-Clause 4.7**

Setting out

In the second bullet-point of sub-paragraph (b) of Sub-Clause 4.7.3:

before “if the items of reference”, the following is add: “when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2,”.

On the second and third lines, the following is deleted “and the contractor’s Notice is given after the period stated in sub-paragraph (a) of Sub-Clause 4.7.2”.

**Sub-Clause 4.8**

Health and Safety Obligations

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

1. provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;

2. actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;
3. put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
4. Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
5. subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a), (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
6. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

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

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

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

- (1) which shall include at a minimum:
  - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
  - (ii) details of the training to be provided, records to be kept;
  - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
  - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
  - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and

- (2) any other requirements stated in the Specification.

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

**Sub-Clause 4.15**

Access Route

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

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

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

**Sub-Clause 4.18**

Protection of the Environment

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

“The Contractor shall take all necessary measures to:

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

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

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

**Sub-Clause 4.20**

Progress Reports

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

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

“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or

accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse, or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

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

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

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

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

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

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

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the

security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

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

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

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

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

**Sub-Clause 4.23**  
Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

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

**The following Sub-Clauses 4.24 to 4.25 are added after sub-clause 4.23**

**Sub-Clause 4.24**  
Suppliers (other than Subcontractors)

**4.24.1 Forced Labour**

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the

Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

#### **4.24.2 Child labour**

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

#### **4.24.3 Serious Safety Issues**

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.8, 5.1 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

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



**Sub-Clause 4.25**  
Code of Conduct

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

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

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

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

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

**Sub-Clause 5.1**  
Subcontractors

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

The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.25 above."

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

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

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

**Sub-Clause 5.2.2**  
Objection to Nomination

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

In sub-paragraph (c):

“and” is deleted from the end of (i);

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

The following is then added as (iii):

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

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

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

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

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

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

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

“The Contractor shall inform the Contractor’s Personnel about:

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

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on them by such Laws.

Where required by applicable Laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

**Sub-Clause 6.5**

Working Hours

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

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

**Sub-Clause 6.6**

Facilities for Staff and Labour

The following is added as the last paragraph:

"If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Specification."

**Sub-Clause 6.7**

Health and Safety of Personnel

In the second paragraph, "The Contractor" is replaced with:

"Except as otherwise stated in the Specification, the Contractor..."

**Sub-Clause 6.9**

Contractor's Personnel

The Sub-Clause is replaced with:

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

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

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;

- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

**Sub-Clause 6.12**  
Key Personnel

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

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

**The following Sub-Clauses 6.13 to 6.26 are added after sub-clause 6.12**

**Sub-Clause 6.13**  
Foreign Personnel

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

local, state, national, or government permission required for bringing in the Contractor's personnel.

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

**Sub-Clause 6.14**  
Supply of Foodstuffs

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

**Sub-Clause 6.15**  
Supply of Water

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

**Sub-Clause 6.16**  
Measures against Insect and  
Pest Nuisance

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

**Sub-Clause 6.17**  
Alcoholic Liquor or Drugs

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

**Sub-Clause 6.18**  
Arms and Ammunition

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

**Sub-Clause 6.19**  
Festivals and Religious  
Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

**Sub-Clause 6.20**  
Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

**Sub-Clause 6.21**  
Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**Sub-Clause 6.22**  
Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**Sub-Clause 6.23**

Employment Records of  
Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be 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].

**Sub-Clause 6.24**

Workers' Organisations

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

**Sub-Clause 6.25**

Non-Discrimination and  
Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to

training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

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

**Sub-Clause 6.26**

**Contractor's Personnel  
Grievance Mechanism**

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

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

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

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

**Sub-Clause 6.27**

**Training of Contractor's  
Personnel**

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the



relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

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

**Sub-Clause 7.3**  
Inspection

The following is added in the first paragraph after "Employer's Personnel" "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"

The following is added as (b) (iv):

"(iv) carryout environmental and social audit, and"

**Sub-Clause 7.7**  
Ownership of Plant and  
Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

**Sub-Clause 8.1**  
Commencement of Work

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

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

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

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

corresponding bank guarantee has been delivered by the Contractor;

- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

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

**Sub-Clause 11.7**  
Right of Access after Taking Over

In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:”

**Sub-Clause 13.1**  
Right to Vary

Add the following paragraph at the end of this Sub-Clause:

“The Contractor shall not be bound by any Variation instructed under Sub-Clause 13.3.1 if the cumulative value of Variations exceeds the limit specified in the Contract Data as a percentage of the Accepted Contract Amount. However, the Parties may agree on an addendum to the Contract with a value in excess of this limit.”

**Sub-Clause 13.3.1**  
Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;”

**Sub-Clause 13.4**  
Provisional Sums

The following is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”

**Sub-Clause 13.6**  
Adjustments for Changes in  
Laws

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

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

**Sub-Clause 14.1**  
The Contract Price

***[Note to the Employer: include one of the following two alternative texts as applicable]***

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

***[Alternative 1]***

*“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”*

***[Alternative 2]***

*“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the*

*customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”*

**Sub-Clause 14.2.1**

Advance Payment Guarantee

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).”

**Sub-Clause 14.3**

Application for Interim Payment

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

**Sub-Clause 14.6.1**

Issue of Interim Payment Certificates

The following is added to the third paragraph as (c):

- (a) if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
  - (i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation,

pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;

failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).

**Sub-Clause 14.6.2**

Withholding (amounts in) an IPC

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

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

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;

failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”

**Sub-Clause 14.7**  
Payment

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

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

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

“or, at a time when the Bank’s loan (Qard) or credit (financing) (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

**Sub-Clause 14.9**  
Release of Retention Money

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

Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is

valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

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

**Sub-Clause 14.12**  
Discharge

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

**Sub-Clause 14.15**  
Currencies of Payment

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

**Sub-Clause 15.1**  
Notice to Correct

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

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

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

**Sub-Clause 15.2.1**

Notice

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

**Sub-Clause 15.8**

Fraud and Corruption

The following new Sub-Clause is added:

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

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

**Sub-Clause 16.1**

Suspension by Contractor

The following paragraph is inserted after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan (Qard) or credit (financing) from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Beneficiary having received the suspension notification from the Bank.”

**Sub-Clause 16.2.1**

Notice

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

At the end of sub-paragraph (i): “; or” is replaced with: “.”

sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

**Sub-Clause 16.2.2**

Termination

The following is added at the end of Sub-Clause 16.2.2:



“In the event the Bank suspends the loan (Qard) or credit (financing) from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”

**Sub-Clause 16.3**  
Contractor's Obligations  
After Termination

*[If the Employer has made available any Employer- Supplied Materials and/or Employer's Equipment in accordance with Sub-Clause 2.6, include the following:]*

“and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:

- (c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]; and*
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

**Sub-Clause 17.1**  
Responsibility for Care of the  
Works

On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.

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

After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.

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

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

<b>Sub-Clause 17.3</b> Intellectual and Industrial Property Rights	On the first line of the second paragraph, replace “notice” is replaced with “a Notice”.
<b>Sub-Clause 17.7</b> Use of Employer’s Accommodation/Facilities	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”</p>
<b>Sub-Clause 18.1</b> Exceptional Events	<p>Sub-paragraph (c) is substituted with:</p> <p style="padding-left: 40px;">“(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”</p>
<b>Sub-Clause 18.4</b> Consequences of an Exceptional Event	<p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“,including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ Insurance to be provided by the Contractor].”</p>
<b>Sub-Clause 18.5</b> Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.
<b>Sub-Clause 19.1</b> General Requirements	<p>The following paragraphs are added after the first:</p> <p>“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p>

<b>Sub-Clause 19.2</b> Insurance to be provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2:  “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.”
<b>Sub-Clause 19.2.1</b> The Works	On the last line of the second paragraph, “Clause 12 [ <i>Tests after completion</i> ]” is deleted.
<b>Sub-Clause 19.2.5</b> Injury to employees	The second paragraph is replaced with:  “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.”
<b>Sub-Clause 20.1</b> Claims	In a): “any additional payment” is replaced with “payment”.
<b>Sub-Clause 20.2</b> Claims for Payment and/or EOT	The first paragraph is replaced with:  “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”
<b>Sub-Clause 21.1</b> Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of Dispute Avoidance/ Adjudication Agreement.”  After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.”
<b>Sub-Clause 21.2</b> Failure to Appoint DAAB Member (s)	For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [ <i>Constitution of the DAAB</i> ]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”

**Sub-Clause 21.6**  
Arbitration

In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:

- (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].
- (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”

## Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement

- Title** “General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced with “General Conditions of DAAB Agreement”.
- 1. Definitions**
- Sub-Clause 1.2: In both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.
- Sub-Clause 1.3:
- In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with:  
“DAAB Agreement” is as defined under the Contract and is”.
- In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”.
- In sub-paragraph (c)(ii), “chairman” is replaced with “chairperson”.
- Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub-Clauses under Clause 1 “Definitions” renumbered:
- Sub-Clause 1.7 to 12: Replace all instances of “DAA Agreement” with “DAAB Agreement”.
- In Sub-Clause 1.8 a(i):” authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative or authorised representative of the Employer”.
- 2. General provisions** Sub-Clause 2.2 is deleted in its entirety.
- 3. Warranties** Sub-Clause 3.3 is deleted and replaced with the following:
- “When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she;
- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
  - b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
  - c) has received formal training as an adjudicator from an internationally recognized organization;

- d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”

**7. Confidentiality** In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b), and the following added:  
 “or (d) is being provided to the Bank.”

**9. Fees and Expenses** In Sub-Clause 9.1 (c): “business class or equivalent” is replaced with: “in less than first class”.  
 In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.

**10. Resignation and Termination** In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”.

**Annex- DAAB Procedural Rules**

Rule 4.2 On the fourth line, “chairman” is replaced with “chairperson”.

Rule 8.3 On the sixth line, “chairman” is replaced with “chairperson”.

**Form of Dispute Avoidance/Adjudication Agreement**

All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.

In C (b): “chairman” is replaced with “chairperson”.

## Part C - Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

### **Fraud and Corruption:**

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>17</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
- b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in

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<sup>17</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
  - d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>18</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
    - i. to be awarded a IsDB-financed contract; and
    - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
  - e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>18</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.



## **Part D- Environmental and Social (ES) Metrics for Progress Reports**

### **Metrics for Progress Reports**

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

Metrics for regular reporting:

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

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

HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- (i) Worker grievances;
  - (ii) Community grievances
- l. Traffic, road safety and vehicles/equipment:
- (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up.
  - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up.
  - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
- (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

- (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
  - (viii) details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
  - (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

# **Section X. Annex to the Particular Conditions - Contract Forms**

## **Table of Forms**

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## Notification of Intention to Award

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

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where ICB is issued]*

**Financing No.:** *[insert reference number for financing]*

**ICB No:** *[insert ICB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

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

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

### 3. Reason/s why your Bid was unsuccessful

**[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]**

### 4. How to request a debriefing

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Employer]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]



**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Guidelines (Annex C). You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Guidelines (as described in Annex C).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

# Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

**To:** *[Name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental, Social, Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, ***[Delete reference to the ESHS Performance Security Form if it is not required under the contract]*** included in Section X, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

# Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between [*insert name and address of Employer*] of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and [*insert name and address of Contractor*] of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) the Letter of Acceptance
  - (ii) the Letter of Bid
  - (iii) the addenda Nos \_\_\_\_\_ (if any)
  - (iv) the Particular Conditions
  - (v) the General Conditions;
  - (vi) the Specification
  - (vii) the Drawings; and
  - (viii) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - i. the ESHS Management Strategies and Implementation Plans; and
    - ii. Code of Conduct (ESHS).
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)

## Appendix 1 – Schedule of Cost Indexation

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

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

where:

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

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

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

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

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

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

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

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

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

# Performance Security

## (Demand Guarantee)

\_\_\_\_\_

**Beneficiary:** [insert Name and Address of Employer]

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby **unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (\_\_\_\_\_),<sup>19</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>20</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>19</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>20</sup> . Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

---

*[signature(s)]*

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

# Advance Payment Security

## Demand Guarantee

\_\_\_\_\_

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, **hereby unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been

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



certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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*2. Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

# Retention Money Security

## Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

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

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby **unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].

1. The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

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

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

---

[signature(s)]

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

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*2. Insert the date 28 days after the expected date of issuance of Performance Certificate. 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."*

## **Annex: IsDB Group AML/CFT & KYC Questionnaire**

## IsDB Group<sup>1</sup> AML & KYC Questionnaire (Non-Financial Institutions)

The following questions are intended to assist the Members of the Islamic Development Bank Group (*hereinafter referred to as "IDBG"*) in their respective customers due diligence. It seeks to collate and document information on the Anti-Money Laundering & Financing of Terrorism Policies & Procedures implemented by their respective customers, professional intermediaries, correspondent banks, consultants and non-governmental organizations.

### 1. GENERAL INFORMATION

#### 1.1 General Entity Information

Name of the institution	
Country of incorporation or registration	
Registration / License Number	
Legal Form (for example Public Limited Company, Joint Stock Company, Partnership, limited or unlimited liability etc.)	
Address of Head Office	
Website addresses	
Main activities	
Telephone	
Fax	
Name	
Email Address	

#### 1.2 Ownership Structure

1.2.1 What is the authorized and issued share capital of your institution?

Authorised Capital:

Issued Share Capital:

1.2.2 Name of persons or any legal entity who owns or control more than 10% of the shares of you institution.

1.2.3 Are the shares of the institution divided in to several classes?  Yes  No  NA

If yes, list the classes of shares (whether ordinary, preferred, bearer or registered shares):

---

<sup>1</sup> Each of the Islamic Development Bank (IsDB), Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC), Islamic Corporation for the Development of the Private Sector (ICD), and International Islamic Trade Finance Corporation (ITFC); is a supra-national, inter-governmental self-regulated of international financial institutions established under its respective Articles of Agreements, having their headquarters in Jeddah, Kingdom of Saudi Arabia (all together are refer to as IsDB Group).

- 1.2.4 Is your institution publicly traded?  Yes  No  NA

If your answer is “Yes,” please list Exchange & Symbol of your institution.

- 1.2.5 Does your Entity have branches or subsidiaries? If so, does this questionnaire apply also to your Branches/subsidiaries?
- 1.2.6 Have there been any significant changes in ownership (exceeding 25%) over the last five years? If yes, please provide details.

**2. ANTI-MONEY LAUNDERING & FINANCING TERRORISM CONTROLS (AML/CFT)**

<b>I. General AML Policies, Practices and Procedures</b>	YES	NO	N/A
1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company or institution? If yes, please list the names of the relevant laws:			
2. Has your institution developed written policies and procedures to prevent detect and report suspicious transactions/terrorist financing activities?			
3. Does your AML/CFT policy meet the requirement of local laws and the FATF standards?			
4. Does these laws and regulations prohibit your institution from conducting business with or on behalf shell companies.			
5. Is your AML/CFT policy approved by the board of your institution or by a senior committee?			
6. Does your policy require you to identify the source of your customers' funds or income?			
7. Does your institution collect information regarding its customers' business activities and assess its customers' AML policies or practices?			
8. Is your institution subject to the supervision of any regulatory authority? If yes, please give the name of the supervisory/regulatory authority.			
9. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing:			
10. In addition to inspections by the government supervisors/regulators, does your institution have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?			

11. Does your Entity have an established Anti-bribery and corruption Policy (If yes, please provide a copy)			
12. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates?			

13. Does your institution have appropriate record retention procedures pursuant to applicable laws? If yes, please state the period of time for which records are kept.			
<b>II. Risk Assessment</b>	YES	NO	N/A
14. Does your institution have a risk-based assessment of customer base and their transactions?			
15. Does your institution determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that your institution has reason to believe pose a heightened risk of illicit activities?			
<b>III. Know Your Customer, Due Diligence and Enhanced Due Diligence</b>	YES	NO	N/A
16. Does your institution require the verification of identification information for all customers and counterparties (individuals or entities) at the establishment of the relationship? (such as; name, nationality, address, telephone number, occupation, age/date of birth, number and type of valid official identification, as well as the name of the country/state that issued it)?			
17. Does your institution have procedures to establish a record for each new customer that contains their respective identification documents and ‘Know Your Customer’ information?			
18. Does your customer identification program require that enhanced due diligence be conducted regarding certain customers that may present a heightened level of money laundering and terrorist financing risk to your institution, such as international private banking and correspondent banking customers, or customers from high risk money laundering and terrorist financing jurisdictions?			
19. Does your institution have a periodic process to review and, where appropriate, update high-risk customer information?			
<b>IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds</b>	YES	NO	N/A
20. Does your institution have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities?			
<b>V. Transaction Monitoring</b>			

21. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution to any ML/FT			
22. Does your institution filter payments against relevant United Nations sanctions lists?			
<b>VI. AML Training</b>	YES	NO	N/A
23. Does your Institution provide AML/CTF/Sanctions & Embargoes training to relevant employees that includes:  <ul style="list-style-type: none"> <li>• Identification and reporting of transactions that must be reported to government authorities.</li> <li>• Examples of different forms of money laundering involving the institution's products and services.</li> <li>• International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings?</li> </ul>			
24 Does your institution retain records of its training sessions including attendance records and relevant training materials used?			
25. Does your institution have policies to communicate new AML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or practices to relevant			
26. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution? If YES Kindly answer below question.			
<b>VI. Additional Information/documents</b>			
Please attach the following documents along with this form: <ul style="list-style-type: none"> <li>- License /Certificate of Registration;</li> <li>- By-law / Articles of Association.</li> <li>- AML / CFT / KYC Policy / Guidelines;</li> <li>- List of Shareholders / owners and their respective shareholding percentage</li> <li>- List of Board of Directors (or Trustees) including their nationalities &amp; shareholders they represent</li> <li>- List of Management Team indicating their respective positions and the number of years of service.</li> <li>- Annual Report &amp; Financial Statement.</li> </ul>			

I hereby confirm that the statements given above are true and correct. I also confirm that I am authorized to complete this document.

Name : \_\_\_\_\_

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

Title \_\_\_\_\_

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

Official Seal



(P.S. Please ensure that this form is fully filled, duly signed and stamped in order to complete the required onboarding processes).