

TENDER NOTICE

Invitation for Bids (IFB) for the procurement of construction of Fruit processing facility and Business center.

Project: Reconstruction & strengthening of productive infrastructure & value chains across a displacement affected region in South Sudan

Date: 11/08/2023

NCB No NCB/32EFU/K10/PAF-BC/JUBA/INFRA/11082023/02

ACTED South Sudan has received financing from KfW toward the cost of the Reconstruction & Strengthening of productive infrastructure and value chain across a displacement affected in South Sudan and intends to apply part of the proceeds toward payments under the contract for the procurement of Fruit processing Facility and Business Center in Yambio – Duduma.

ACTED South Sudan now invites sealed Bids from eligible bidders for the following lot:

1. Fruit processing facility and Business center

In Yambio County of Western Equatoria, for an estimated construction period of 180 days per construction.

Bidding will be conducted by means of the National Competitive Bidding procedure with qualification as specified in the KfW Guidelines for Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries (“KfW Guidelines”).

Interested eligible Bidders may obtain further information from ACTED South Sudan Country Office, located at Hai Cinema, Plot 64, block AXII, Juba, Central Equatoria State, e-mail at south-sudan.tender@acted.org, cc tender@acted.org.

A complete set of bidding documents is available to interested Bidders on electronic format at the following websites:

- ACTED website, under the section “call for tenders”
- South Sudan NGO Forum website, under the section “tenders”

Qualification Documents and Bids must be delivered to the address indicated in the clause ITB 22.1 of the bidding document on or before 22/09/2023. Late Bids will be rejected.

All Bids must be accompanied by a Bid Security.

**German Financial Cooperation with ACTED South
Sudan**

**PROJECT: RECONSTRUCTION & STRENGTHENING OF
PRODUCTIVE INFRASTRUCTURE & VALUE CHAINS
ACROSS A DISPLACEMENT-AFFECTED REGION IN
SOUTH SUDAN**

Bidding Documents

for

Fruit processing Facility and Business Center.

**Employer: ACTED South Sudan, Western Equatoria
State**

THROUGH NATIONAL COMPETITIVE BIDDING (NCB)

AUGUST 2023

BMZ 2019 40 592

NCB/32EFU/K10/PAF-PCB/JUBA/INFRA/11082023/02

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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 (“Bidding Documents”) to Bidders (“Bidders”) interested in submitting bids (“Bids”) for the Works described in Section VII, Works Requirements. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the **BDS**. The National Competitive Bidding (“NCB”) number corresponding to this bidding process is also provided in the **BDS**.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and in the Appendix to Bid.
 - 1.3 Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form and delivered against 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; and
 - (c) “Day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Employer as indicated in the BDS has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the BDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this bidding process.
- 3. Corrupt and Fraudulent Practices**
 - 3.1 KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.
- 4. Eligible Bidders**
 - 4.1 This Bidding is open to all bidders from eligible countries as defined in KfW’s eligibility criteria to bid in Section V, Eligibility Criteria.

- 4.2 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 4.3 Government owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the Borrower or the Sub-borrower under a Bank financed project shall be permitted to bid or submit a proposal for the procurement of goods or works under the project.
- 4.4 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder:
- (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) Participates in more than one bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or
 - (f) 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
 - (g) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
 - (h) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the

preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract.

- 4.5 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.6 This bidding is open only to eligible Bidders, who will be subject to qualification.
- 4.7 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITB 17.1 or as the Employer shall reasonably request.
- 4.8 Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

5. Qualifications of the Bidder

- 5.1 All bidders shall provide in Section IV, Bidding and Qualification Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in the Bid Data Sheet and/or in Section III, Evaluation and Qualification Criteria.

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

- (a) Section I. Instructions to Bidders (ITB);
- (b) Section II. Bid Data Sheet (**BDS**);
- (c) Section III. Evaluation and Qualification Criteria;
- (d) Section IV. Bidding and Qualification Forms;
- (e) Section V. Eligibility Criteria;
- (f) Section VI. KfW Policy - Corrupt and Fraudulent Practices - Social and Environmental Responsibility;

PART 2 Works Requirements

- (g) Section VII. Works Requirements;

PART 3 Conditions of Contract and Contract Forms

- (h) Section VIII. General Conditions (GC);
- (i) Section IX. Particular Conditions (PC);
- (j) Section X. 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, minutes of the pre-Bid meeting (if any), or Addenda in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

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

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so indicated in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and

against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Unless otherwise specified in the BDS nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the 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 may, at its discretion, extend the deadline for the submission of Bids in accordance with 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 will be in no case 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 the Bidding Forms in accordance with ITB 12;
- (b) Priced Bill of Quantities or Schedules, in accordance with ITB 12 and 14 and as indicated in the BDS;
- (c) Bid Security, in accordance with ITB 19.1;
- (d) Qualification Information
- (e) Alternative Bids, if permissible in accordance with ITB 13;
- (f) Technical Proposal in accordance with ITB 17;
- (g) 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 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, Declaration of Undertaking, Qualification Information,

12.1 The Letter of Bid, the Declaration of Undertaking, the Bidding Forms and Schedules, including the Bill of Quantities for unit price contracts or the Schedule of Prices in case of lump sum contracts, shall be prepared using the relevant forms furnished in Section IV, Bidding and Qualification Forms. The Letter of Bid must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

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

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the 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 Employer's design of the Bidding Documents shall be considered by the Employer.

13.4 When specified in the **BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in Section VII, Works Requirements. The methods for their evaluation shall be described 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 Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1, by filling in price(s) for all items of the Works, as identified in Section IV, Bidding and Qualification Forms. 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 highest 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 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.

14.5 Unless otherwise specified in the **BDS** and the Contract, the rate(s) and price(s) quoted by the Bidder are not 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 Unless otherwise specified in the **BDS**, the Bid price shall estimate, as separate amounts, (a) import duties and (b) taxes, fees, levies and other charges, which shall apply, in terms of the Applicable Law, to the Contractor and its sub-Contractors, including their personnel, other than nationals or permanent residents in the Employer's country as of the date 28 days prior to the deadline for submission of Bids. Unless otherwise stated in the **BDS**, the Contractor and its sub-Contractors are responsible for meeting all tax liabilities arising out of the Contract.

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 prices shown in 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 Establishing the Qualifications of the Bidder

- 16.1 In accordance with Section III, Evaluation and Qualification Criteria, qualification applies as specified in ITB 4.5 and the Bidder shall provide the following information as requested in the corresponding information sheets included in Section IV, Bidding and Qualification Forms, unless otherwise stated in the **BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;

- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is stated in the BDS.

**17. Documents
Comprising the
Technical Proposal**

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

**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.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its Bid a Bid Security as specified in the **BDS**, in original form and in the amount and currency specified in the **BDS**.
- 19.2 Reserved.
- 19.3 The Bid Security shall be a demand guarantee in the form of an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or

surety company) from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. The Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding and Qualification Forms, or in another substantially similar format approved by the Employer prior to bid submission. The Bid Security shall be valid for forty-two (42) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 43.

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:

(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 42;
or

(ii) Furnish a Performance Security in accordance with ITB 43.

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Bid comprising the documents as described in ITB 11 and clearly mark them "Original." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "Alternative." In addition, the Bidder shall submit copies of the 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 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 initialled by the person signing the Bid. If the person signing on behalf of the Bidder is the owner, member, or director of the Bidder, if the Bidder is a single entity, or of the Bidder's Lead Member, if the Bidder is a JV, as demonstrated in the Bidder's Application, then no authorization shall be required.
- 20.3 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. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV.
- 20.4 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 enclose the original and all copies of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "Bid - Original", "Bid - Alternative" and "Bid - Copy."

These envelopes containing the original and the copies shall then be enclosed in one single envelope marked "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 in accordance with the instructions, including the address and deadline, 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 Submissions**
- 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 20.2. 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, the Employer shall publicly open and read out in accordance with ITB 25 all Bids received by the deadline (regardless of the number of Bids received), at the date, time and place specified in the **BDS**, in public

and in the presence of Bidders` designated representatives.

- 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 the Bid opening. 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 the opening. 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 the Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 25.3 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, signed Letter of Bid, Power of Attorney, nominating the Bidder's authorized representative, Declaration of Undertaking, and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Schedules are to be initialled by a minimum of three representatives of the Employer attending bid opening. At bid opening, the Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; Power of Attorney, nominating the Bidder's authorized representative, and Declaration of Undertaking. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the examination, evaluation, and comparison of the 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 41.

26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding 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 17, 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 Nonconformities

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

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, only for admeasurement contracts, 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 A margin of preference for domestic Bidders shall not apply in National Competitive Bidding.
- 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 (nominated sub-contractors).
- 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.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) The Bid price, excluding Provisional Sums unless priced competitively and the provision, if any, for contingencies in the Schedules, 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 missing items, missing rates, or discounts offered in accordance with ITB 14.2 and 14.4;
 - (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

- (e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;
 - (f) The additional evaluation factors as specified 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 allow 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, is specified in Section III, Evaluation and Qualification Criteria.
- 35.5 If the Bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods, resources and schedule proposed. Notwithstanding the provisions of ITB 14.2 which shall not be applicable, if one or several inconsistencies are evidenced, the Bid shall be declared non-compliant and rejected. If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 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 lowest evaluated Bid.
- 37. Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in

the bidding document), or any other firm(s) different from the Bidder.

37.3 An affirmative determination of qualification 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 substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Most Advantageous Bid

38.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

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

39. Employer's Right to Reject All Bids

39.1 The Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

40. Award Criteria

40.1 Subject to ITB 39.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 38.

41. Notification of Award

41.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the requirement for the Contractor to remedy any defects therein (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Subsequently, the Employer shall also notify all other Bidders of the results of the bidding.

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

41.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in

accordance with ITB 41.1, requests in writing the grounds on which its Bid was not selected.

41.4 In exceptional circumstances, the Employer may need to communicate with the successful Bidder, established in terms of ITB 38.1, certain aspects of Contract performance prior to sending the Letter of Acceptance. Should such a need arise, this communication shall be limited to the following topics, as identified in the evaluation report,

- (a) coordination of mobilization timing;
- (b) coordination of actions or inputs involving the Employer and the Engineer;
- (c) technical alternatives offered by the successful Bidder.

Any such discussions and agreements as there shall occur between the Employer and the successful Bidder (1) may not be interpreted as having the same legal effect as the Letter of Acceptance, (2) shall be summarized in Minutes, which shall be attached to the Letter of Acceptance.

42. Signing of Contract

42.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

42.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

43. Performance Security

43.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	<p>The Employer is: ACTED South Sudan Address: ACTED Office, Hai Cinema, Juba, South Sudan. Represented by Flora Daudre, Country Logistics Manager</p>
ITB 1.1	<p>The name of the ICB is: Procurement of Fruit processing facility and Business Center.</p> <p>The identification number of the NCB is: NCB/32EFU/K10/PAF-PCB/JUBA/INFRA/11082023/002</p> <p>The number and identification of lots (contracts / separable lots) comprising this NCB is: 1.</p> <p>One lot is equal to one separable portion. Bidder can bid for one lot or several separable lots. To be considered for one separable lot, Bidders need to submit tender pricing against complete separable lots. Incomplete pricing against a separable lot will be non-conforming and rejected.</p> <p>Each separable lot is subject to a different selected contractor</p> <p>The financial situation and performance requirements, and experience are set for each lot separately and the Applicant's financial capability, annual turnover and liquidity as well as similar experience will be assessed for each lot separately. For an Applicant, intending to bid for multiple lots, failure to demonstrate adequate financial capability, annual turnover, liquidity and experience for a single lot will not affect the Employer's determination about the adequacy of the Applicant's financial capability for the remaining lot(s). To qualify for award of contract for multiple lots, the Applicant must demonstrate that the qualification criteria are fulfilled cumulatively dependent on the lots the bidder has proposed to be awarded. Where the Applicant is the cheapest for multiple lots but could only stem the financial criteria for one or some of the multiple lots, he cannot be awarded all the multiple lots. To determine which lots the bidder will be awarded, the lot prices between first and second bidder will be compared. The Applicant will then be awarded the lot or lots for which he has the highest price difference (in absolute numbers) to the second-ranked Applicant. The other lot or lots for which the Applicant has not the required accumulated financial capacity will then be awarded to the second placed Applicant. This is to ensure the most economic distribution of awards for the multiple lots.</p>
ITB 2.1	<p>The name of the Project is: Reconstruction & strengthening of productive infrastructure & value chains across a displacement-affected region in South Sudan</p>
ITB 4.1	<p>Maximum number of members in the JV shall be: <i>not applicable</i></p>

ITB 5.2	<p>(a) Average annual financial amount of construction work over a period of three 3 years of at least <i>twice</i> the value of the total Bid (including all bided lots).</p> <p>(b) Experience as prime contractor in the construction of at least two (2) works of a nature and complexity each equivalent to the Works over the period of <i>four (4) years</i>.</p> <p>(c) Essential equipment required for the project:</p> <p><i>Contractor to include table of key Plant and Equipment to be utilised for their work as part of their Methodology. All plant and equipment to be in well maintained state with service history.</i></p> <p>(d) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 30,000 USD.</p>
B. Bidding Documents	
ITB 7.1	<p>For clarification purposes only, the Employer's address is: Attention: Flora Daudre, Country Logistics Manager Address: ACTED Office, Hai Cinema, Juba, South Sudan. Fax: Not applicable Electronic mail address: <i>south-sudan.tender@acted.org, cc tender@acted.org.</i></p>
ITB 7.1	<p>https://www.acted.org/en/call-for-tenders/</p>
ITB 7.4	<p>A compulsory Pre-Bid meeting shall take place at the following date, time and place: Date: 05/09/2023 Time: 2pm South Sudan Local Time Place: ACTED Office, Hai Cinema, Juba, South Sudan. Participation of interested bidders to the information session is compulsory. Online participation will be allowed through a videoconference platform. Bidders wishing to participate online will be sent a link based on request.</p> <p>A site visit is recommended but photos of the sites and access points can be supplied to bidders who don't have representatives available. Site visit at bidder's cost.</p>
ITB 8.2	<p>Web page: https://www.acted.org/en/call-for-tenders/</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is English All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p>

ITB11.1 (ii)	The following schedules shall be submitted with the Bid: Bill of Quantities <i>and</i> Activity Schedule
ITB 11.1 (vi)	The Bidder shall submit with its Bid the following additional documents: <ul style="list-style-type: none"> • Construction Methodology • Quality Management plan • Sample inspection and test plan (QAQC construction controls) • List of key suppliers • Local labour engagement plan • Local procurement plan • SMF implementation description. To include environmentally friendly initiatives. • Plant and equipment list to be engaged inclusive of condition photos • Variation rates (workforce and Plant & equipment) • Health, Safety and environmental incident reporting from the prior 24 months works schedule in MS Project or MS excel (includes key items following Contract award and notable procurement items • Manning Histogram • Key management workforce organisation structure • Key personnel inclusive of CVs showing evidence of Qualifications and Experience • Any additional documents suggested by the bidder if considered as missing from the ToRs for completion of the works • Schedule of Sub-Contractors- including details of work for which the Sub-Contractor shall be employed, Value and percentage of Tender Price of Works sub-contracted and details of Sub-Contractor's experience in that field of work • Schedule of cash flow - shall be based on the outline Programme for execution of the whole of the Works • Declaration of Undertaking
ITB 14.5	The prices quoted by the Bidder shall be fixed.
ITB 14.7	<i>Not applicable</i>
ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Option A as described below: Option A (<u>Bidders to quote entirely in USD</u>): <ol style="list-style-type: none"> (a) The unit rates and the prices shall be quoted by the Bidder in the Schedules, entirely in US Dollars (US\$) (referred to as the currency). (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.
ITB 17	The Bid shall include the ESHS General and Specific Requirements signed by the Bidder as provided for this purpose in Section VII – Works Requirements, 1 b) Specifications for Project Area Environmental, Social, Health and Safety Management (ESHS). A Bid not comprising the signed ESHS General and Specific Requirements shall be rejected.
ITB 18.1	The bid validity period shall be 120 days.
ITB 19.1	The amount and currency of the bid security shall be \$1,500USD
ITB 20.1	In addition to the originals of the Bid, the number of copies is one soft copy as unalterable and printable PDF file on USB key, marked accordingly.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <ul style="list-style-type: none"> • A power of attorney established in the name of the signatory of the Bid • If the Bidder is a JV, the power of attorney shall be issued by the Lead Member of the JV
D. Submission and Opening of Bids	
ITB 22.1	The Original Qualification document and Bid shall be submitted not later than Date: 22/09/2023 Time: 4:00 pm South Sudan Local Time at the following address, which shall be the controlling address for the purposes of the timely submission of the Bid: Attention: Flora DAUDRE, Country Logistics Manager Address: ACTED Office, Hai Cinema, Juba, South Sudan. City: Juba Country: South Sudan
ITB 25.1	The Bid opening shall take place at: Address: ACTED Office, Hai Cinema, Juba, South Sudan. City: Juba Country: South Sudan Date: 25/09/2023 Time: 9:00 am South Sudan Local Time No minimum number of Bids is required in order to proceed to bid opening.
E. Evaluation and Comparison of Bids	
ITB 29	Compliance of the ESHS Methodology (as specified in BDS 17) with the ESHS Specifications (Section VII - Works Requirements) shall be determined by using the method specified in Section III Clause 1.2.

	A Bid for which the ESHS Methodology is not substantially responsive (i.e. without material deviation, reservation or omission) shall be rejected.
ITB 32.1	<p>The currency that shall be used for bid evaluation is: USD. The currency of the Bid shall be USD only.</p> <p>A quote including prices under a currency different than USD will be rejected.</p> <p>For comparison of Bids, the Bid Price, corrected pursuant to Clause 32, shall be broken down into the respective amounts payable in the USD currency.</p>
ITB 34.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance (nominated subcontractors).
ITB 37	The Employer shall evaluate the qualifications of the responsive Bidders using the factors, methods, criteria, and requirements defined in Section III, Evaluation and Qualification Criteria, to evaluate the qualifications of the Bidders, and no other methods, criteria, or requirements shall be used.

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate the Bids and to determine the qualification of Bidders. In accordance with ITB 35 and ITB 37, 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 and Qualification Forms.

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

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year;
- (b) 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. Evaluation of Bids

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

1.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's plan to mobilize key equipment and key personnel to carry out the works, (b) construction method, (c) construction schedule and (d) sufficiently detailed supply sources, in accordance with requirements specified in Section VII, Works Requirements. A Bid not comprising Technical Proposal or a Bid for which the Technical Proposal is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

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

The signed ESHS General and Specific Requirements submitted by the Bidder shall be evaluated to determine whether they are substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements - ESHS Specifications. A Bid which is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

2. Evaluation of Eligibility and Qualification

2.1 Eligibility

This Bidding is open to all bidders from eligible countries as defined in ITB 4 and KfW's eligibility criteria to bid in Section V, Eligibility Criteria.

2.2 Qualification

To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with seven years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

Section IV. Bidding and Qualification Forms

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LETTER OF BID

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

Date: _____
NCB 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 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 4.4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (e) The total price of our Bid, excluding taxes and excluding any discounts offered in item (f) below is:
 - i) In case of only one lot, total price (excluding taxes) of the Bid

 - ii) In case of multiple lots, total price (excluding taxes) of each lot

 - iii) In case of multiple lots, total price (excluding taxes) of all lots (sum of all lots)

 - iv) In case of acceptance of [indicate any technical alternatives offered in accordance with ITB 13], total price (excluding taxes)

- (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 a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our Bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;

- (i) We are not participating, as a Bidder, in more than one Bid in this bidding process in accordance with ITB 4.2(e), other than alternative Bids submitted in accordance with ITB 13;
- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by a JV specify the name of the JV as Bidder

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

Appendix to Bid

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Item	Sub-Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1.....	
Document (delete if not applicable)		Document Identification
(a) The Agreement		_____
(b) Particular Conditions		_____
(c) General Conditions		_____
(d) The Specification		_____
(e) The Drawings		_____
(f) The Contractor's tendered design		_____
(g) The bill of quantities		_____
(h)		_____
(i)		_____
Time for Completion.....	1.1.9.....	_____ day
Law of the Contract.....	1.4.....	Law of the Country* _____
Language.....	1.5.....	_____
Provision of Site.....	2.1.....	On the Commencement Date* _____
Authorised person	3.1.....	_____
Name and address of Employer's representative (if known).....	3.2.....	_____
Performance security (if any):....		
Amount.....	4.4.....	_____
Form.....	4.4.....	_____ (detail
Time for delivery of security	4.4.....	Within 28 days of the Commencement Date.

*Employer to amend as appropriate

Item	Sub-Clause	Data
Requirements for Contractor's design (if any)	5.1.....	Specification Clause No's _____
Programme:		
Time for submission.....	7.2.....	Within 14 days* of the Commencement Date.
Form of programme.....	7.2.....	_____ _____
Amount payable due to failure to complete.....	7.4.....	_____per day up to a maximum of 10%* of sum stated in the Agreement
Period for notifying defects.....	9.1 & 11.5..	365 days* calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure		
Daywork rates.....	10.2.....	_____ _____ _____ (details)
Valuation of the Works*		
Lump sum Price	11.1.....	_____ (details)
Lump sum price with schedules of rates.....	11.1.....	_____ (details)
Lump sum price with bill of quantities.....	11.1.....	_____ (details)
Remeasurement with tender bill of quantities.....	11.1.....	_____ (details)
Cost reimbursable	11.1.....	_____ (details)
Percentage of value of Materials and Plant.....	11.2.....	Materials _____ 80% Plant _____ 90%*

* Employer to amend as appropriate

Item	Sub-Clause	Data
Percentage of retention	11.3	_____5%
Currency of payment	11.7	_____ _____
Rate of interest	11.8	_____ % per annum
Insurances.....	14.1	
Type of cover*	Amount cover*	of Exclusions*
The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%	_____ _____
Contractor's Equipment	Full replacement cost	_____ _____
Third Party injury to persons and damage to property	_____	_____ _____
Workers	_____	_____ _____
Other cover*	_____	_____ _____
Arbitration		
Rules.....	15.3.....	UNCITRAL Arbitration Rules* _____ ____(details)
Appointing authority.....	15.3.....	President of FIDIC or his nominee* _____ ____(details)
Place of Arbitration	15.3.....	The Country* _____ _____

*Employer to amend as appropriate

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Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹
 To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor

operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

³In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Appendix 1

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

I hereby confirm with my signature that:

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

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

Appendix 1

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

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

.....
(Place)

.....
(Date)

.....
(Name of the person)

.....
(Signature)

Summary of Payment Currencies

Table C1: US\$

"Bidders to quote entirely in US\$ (Sub-clause BDS 15.1)

For Separable Lots

Name of payment currency	Amount
Total Bid Price in: USD	

BILL OF QUANTITIES

Suppliers need to fill in **Appendix 5 – Pricing schedule** with pricing schedule in order to bid for one or several lots. Bidders need to submit tender pricing against complete separable lots. Incomplete pricing against a separable lot will be non-conforming and rejected.

List of documents to be requested:

- **Price schedule (mandatory)**
- **Annex to be provided by the supplier with detailed breakdown**

Qualification Information

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of qualification as provided for in ITB 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English].*

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*
- 1.3 Number *[insert number pursuant to BDS sub clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]*

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (National currency equivalent)
(a)			
(b)			

- 1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

1.7 Financial reports for the last *[insert number; usually 5]* years: balance sheets, profit and loss statements, auditors' reports, etc. *[List below and attach copies.]*

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.11 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS.

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they

provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

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

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

1. Sanctionable Practice

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

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

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

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any

illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP)

⁵In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – WORKS REQUIREMENTS

Section VII. Works Requirements

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Terms of References

Infrastructure Supply and Construct Lot 5

Supply and Construction of Western Equatoria Infrastructure. The following Lot are included in this ToR:

Lot	Item	Location
5	Fruit Processing Facility 02	Yambio
	Business Centre 01	Yambio

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List of Abbreviations

ASTM	American Society for Testing Materials
BoQ	Bill of Quantities
BS	British Standards
ESHS	Environment, Social (incl. issues of sexual exploitation and abuse and gender-based violence), Health and Safety (incl. of security for personnel)
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
EU	European Union
FIC	Field inspection Checklist
GTAI	Germany Trade and Investment GmbH ("GTAI"), the economic development agency of the Federal Republic of Germany which publishes diverse project and procurement related information on its website (www.gtai.de).
HSE	Health Safety Environment
IDP	Internally Displaced Person
IFC	International Finance Corporation
ILO	International Labour Organisation
ITP	Inspection & Test Plan
JHA	Job Hazard Analysis
KFW	German state-owned investment and development bank
MDR	Manufacturers Data Report (Handover report compiling Quality staged sign-offs, procurement certificates, and other details as agreed in the MDR Index)
MPS	Monthly Progress Summary
MTO	Material Take-off
OHS	Operational Health and Safety
PEA	Project Executing Agency - Entity in charge of implementing a Project, which directly or indirectly receives funds made available under the Funding Agreement. The PEA for this works is ACTED
PPE	Personal Protective Equipment
RAP	Resettlement Action Plan
ToR	Terms of Reference

Definitions

Engineer	PEA (ACTED) Engineer Representative
Contractor	Engaged Contractor for this ToR
Lots	Sometimes referred to as Separable Portions

List of Applicable Specifications and Reference Documentation

PEA and Donor Documents
KFW Procurement Guidelines 2021
ACTED Code of Conduct
ESMF – Environmental and Social Management Framework
Standards and Specifications

BS1377:1975 Methods of Testing Soils for Civil Engineering Purposes
BS 1881:1983 Methods of Testing Concrete
BS 5950-2000 Steelwork Design
British Standard BS6399-95 Loadings for Buildings (Wind Loadings)
UBC-97 Uniform Building Code Seismic Analysis
BS 4449 – Steel for the Reinforcement of Concrete
BS 5950 – Bolts and fasteners
BS 5950 – Steel welding
EN 933 Aggregate sieving (or equivalent international standard)
BS 7671: 2001 Wiring Regulations
IS:13947 - Indian Standard Low Voltage Switchgear and Controlgear
IEC 60947 – Indian Standard Low Voltage Switchgear and Controlgear
GOSS Laws and Regulations
Transitional Constitutional of 2011
The Environment Protection Bill, 2010
Forestry Commission Act, 2003
Traffic Act
The Water Act
Wildlife Conservation and National Parks Protection Act, 2003
Public Health Act 1975
Land Act, 2009
Labour Act
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World Bank Environmental and Social Standards
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Biodiversity Conservation and Sustainable Management of Living Natural Resources (ESS 6)
Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities (ESS7)
Cultural Heritage (ESS8)
Stakeholder Engagement and Information Disclosure (ESS 10)

1. PROJECT INFORMATION

1.1. BACKGROUND

All works described in the following shall be performed in close coordination and cooperation with the Project Executing Agency (PEA). It is the Contractor's responsibility, in cooperation with and with the approval of PEA and the Donor (KfW), to verify critically the scope of services indicated and if deemed necessary, adapt their proposal accordingly according to their own professional judgement and the knowledge they will acquire during preparation of his proposal. In case the Contractor considers indispensably necessary to amend the scope of his works, he shall offer these services in his technical and financial proposal, further additional works may be offered as optional.

The PEA for the works is ACTED, a French humanitarian NGO, founded in 1993, which supports vulnerable populations, affected by humanitarian crises worldwide. ACTED provides continued support to vulnerable communities by ensuring the sustainability of post-crisis interventions and engaging solutions for long-term challenges facing our target populations, in order to break the poverty cycle, foster development and reduce vulnerability to disasters. Our interventions seek to cover the multiple aspects of humanitarian and development crises through a multidisciplinary approach.

ACTED with funding from KfW Germany Development Bank is implementing a five-year project (September 2020 to September 2025) in Western Equatoria State in the three counties of Maridi, Ibba and Yambio. This intervention aims at enhancing productive capacity and value chains by creating market linkages, infrastructure, and capacity building in urban centers and rural farming areas. The project will improve resilience of households, cooperatives and communities across the state. ACTED will adopt a value chain development approach to improve the return on the production of farmers.

According to the HNO 2022, South Sudan remains one of the poorest and least-developed countries in the world in 2022, ranking 185 out of 189 countries in the Human Development Index. Oil remains the major source of income for the country accounting for 70% of South Sudan's GDP and 90% of the public revenue.⁶ Despite the country being rich in other resources such as arable and grazing land and water resources, those are underutilised. Farming still remains a source of subsistence with 80% of the population working in agriculture. However, climate change continues to impact negatively and more severely the agricultural sector by causing prolonged droughts and flooding. Throughout 2021, flooding in Unity, Lakes and Jonglei States led to the displacement of over 835,000 individuals.⁷ Flooding affected 67,101 hectares of planted cereals and caused an estimated loss of 37,624 tons of grains from the damaged hectares⁸ resulting in gross food shortage in the worst hit areas. 9.4 million people including refugees are expected to be in food insecurity at the peak of lean season (between May and July 2023).

Despite the impact of climate change and continued violence in some pockets of South Sudan, farming activities areas are being successfully practiced. This is particularly the case in Greater Equatorial States, Lakes State, Western Bhar el Gazal, Warrap and Renk in Unity State. In Western Equatoria a variety of food crops including cash crops, cereals, legumes, cassava, vegetables and coffee are cultivated. Farming has been possible in these areas in the past years due to relative stability after the signature of the Revitalized Peace Agreement that enabled people to access their farm lands.

⁶ Humanitarian Needs Overview 2022 & 2023

⁷ Ibid.

⁸ South Sudan Flood Report, December 2021 UNFAO

1.2 PEA PROJECT LOCATION AND SCOPE

ACTED's Project activities are spread over the three Counties of Yambio, Ibba and Maridi. Refer to Figure 1 for a schematic showing tentative locations of the major infrastructure items within Maridi and Ibba Counties.

Table 1 below shows a broad summary of outputs of the project. Essentially, the project is increasing output of the region along the Yambio to Maridi highway through training and sustainable practices and implementing business development. It provides development of facilities, systems and market linkages with the aim of increasing access to other markets in South Sudan to provide long-term sustainable business development and stability to the region.

Table 1 shows the broad total PEA scope of construction activities. All items not in grey are covered in this Call for Tender.

Item	Unit	Yambio County	Ibba County	Maridi County	Tender to be Issued as Separate Lots
1500MT Agriculture Warehouse	ea		1	1	Issued under separate tender document
600MT Agriculture Warehouse	ea		2	4	Refer to Lots section of ToR
Fruit Processing Facility	ea	1		1	Refer to Lots section of ToR
Honey Processing Facility	ea		1		Refer to Lots section of ToR
Market Grounds	ea		1	1	To be issued under separate tender document
Business Centre	ea	1		1	Refer to Lots section of ToR
Roading	km			30	To be issued under separate tender document

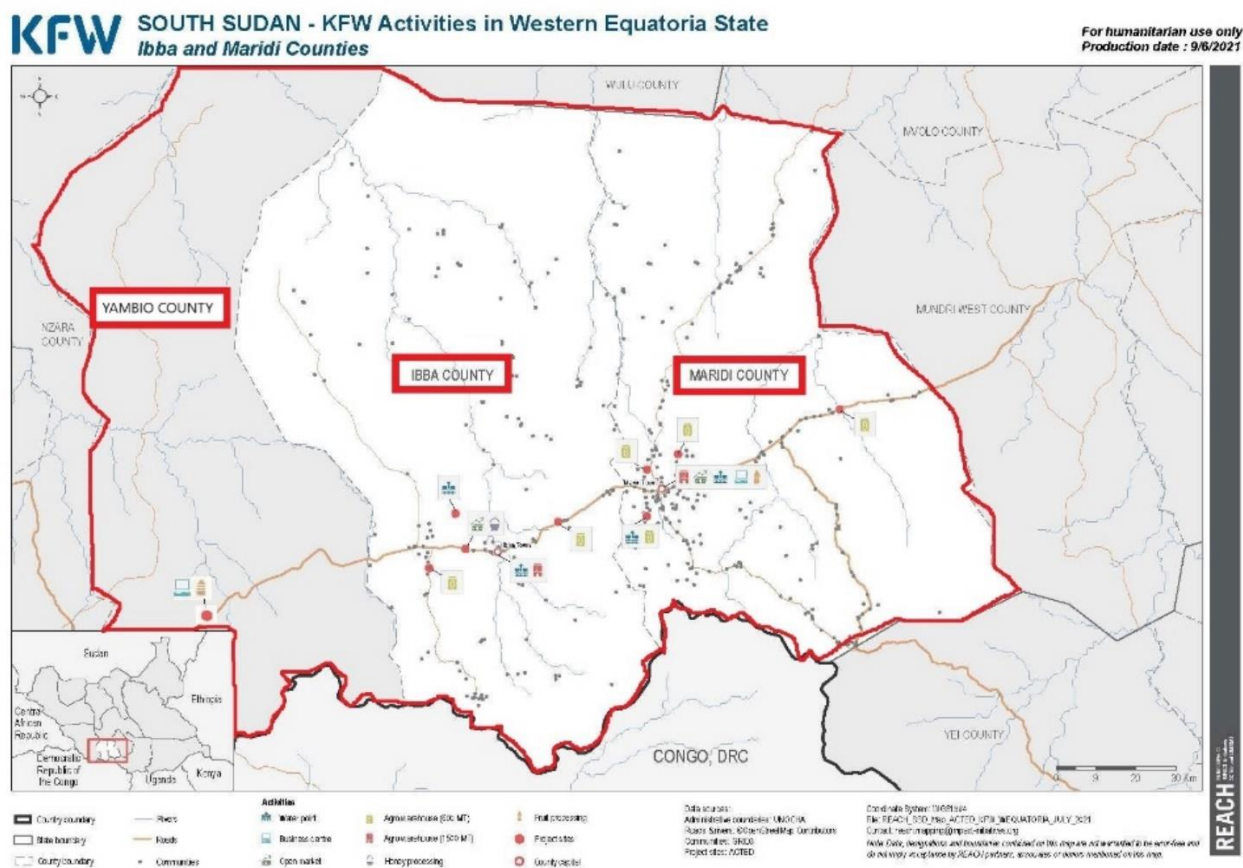


Figure 1: Schematic showing tentative locations of upcoming Infrastructure works as part of the project

2. SCOPE OF INFRASTRUCTURE CONSTRUCTION

2.1 SUMMARY

The infrastructure works entails supply of all materials and construction of the infrastructure facilities as per this ToR, Drawings, referenced standards and specifications. The Scope of Work for the contractor is to include all items to construct the facilities. In some cases the drawings may not provide all of the information or total materials to complete the construction. The Contractor is to price in any omissions from the drawing sets while seeking clarity from the PEA Engineer for items in question.

2.1 LOTS

The infrastructure works for the total project have been divided into different Lots. This tender package entails only Lot 5 entailing to facilities to be priced together.

The following Lot are included in this ToR:

Lot	Item	Location
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5	Fruit Processing Facility 02	Yambio
	Business Centre 01	Yambio

2.2 RESPONSIBILITIES MATRIX

The following matrix shows ancillary items that form part of the contract work with responsibility allocated for clarity. This matrix is not exhaustive of scope but is provided for clear responsibility on items which at times are overlooked.

Item	Responsibility		Comment
	PEA	Contractor	
Accommodation (Yambio)		X	
Communications devices and subscriptions		X	Site representatives to be readily contactable by PEA representatives.
Food, Water and various supplies		X	
Construction water (ie, for dust suppression and various works)		X	Refer ESMF. Bidder to confirm water sources. Sourcing of construction water is not to be in competition with community water sources or have detrimental effect on water sources.
Temporary Power		X	There is no reliable grid power at any of the worksites. Contractor to provide own generators, solar panels and battery banks.
Transport		X	
Fuel		X	Fuel storage to be bunding with spill kits.
Dust Control		X	
Noise Control		X	The noise should be kept to minimum possible level by using silent plants and equipment, placing the plants on resilient base, constructing temporary sound barrier structures.
Flights		X	
Field Offices including all required resources		X	ACTED has small office spaces in each Maridi, Ibba and Yambio which will at times be used for Meetings between the PEA and Contractor
Waste disposal in low impact approved location. No waste to be burned		X	No burning due to Climate considerations and Danger of uncontrolled fires
Provision of shade for workforce breaks during dry season. Provision of shelters for workforce during any works done in wet months.		X	Works will not be subject to milestone delays due seasonal weather
Provision of any temporary materials for wet season construction should that form part of the timeline for the contractor		X	Works will not be subject to milestone delays due to seasonal weather
Personal Protective Equipment		X	
Demarcation and signage for worksites		X	
All other items required inline with Occupational Safety and Health processes		X	Scaffolding, shoring, barricading, penetration or excavation coverings, etc
On site Security		X	Security is the responsibility of the Contractor. This can be assessed per site based on acceptance within communities.
Security Assessments and Decisions		X	ACTED will provide any information through our team's contacts in the region as to any areas of risk or any information that arises that would be beneficial for the Contractor to know.

Location for Commencement Workshop	X		
Locations for Mid-term Workshop	X		
Introductions to key ACTED identified Government Officials	X		
Introductions to key ACTED identified Community Stakeholders	X		The contractor will be responsible for maintaining respectful relationships with the community and stakeholders.
Surveying for setup locations, construction tolerances and all other		X	Contractor to set-up all required survey points. A PEA surveyor will be requested to verify some Contractor Survey Reports prior to Engineer sign-off
First aid trained workforce and First Aid Provisions		X	Trained First Aiders ratios to be advised by Contractor based on manning proposals. Refer to ESMF for further information. A minimum of 1 First Aid Trained workforce per 25 will be met with First Aid Equipment in a readily available access point on site for the duration of the contract.
Medical Clinic per XXX sites		X	Refer to ESMF for further clarification. The PEA shall be under no obligation to provide medical treatment or medical evacuation for the Contractor's personnel at any time and under any circumstances.
Testing of Contractor's Lifting Equipment		X	Every hoist, lift, sling, chain, rope, pulley block and any other lifting tackle used in constructing the works shall be thoroughly examined by a competent person before its first use in the works and once every 6 months, be test loaded to 150% of the safe working load and then tagged with the safe working load and date of successful testing, and/or comply with statutory regulations currently in force in the country, whichever is the more stringent. An up to date register of all such equipment and examinations shall be maintained and shall at all times be available for inspection by the engineer.
Insurances: - Plant and Equipment Insurance - Health and Medical Insurance of teams - Insurances of materials and structure prior to handover to PEA		X	The PEA takes not responsibility for materials or procured items or for partially complete construction until the structure is completed and handed over.
Any other items not mentioned here are the responsibility of the tenderer / Contractor		X	* Should the Bidder identify items not on this list that they wish to clarify as the responsibility of the PEA, the bidder is to notify the PEA through the Tender Clarification Process. Refer to Appendix 7 for the template to be used during submission.

2.3 MILESTONE DATES

Refer to the below table for milestone dates for work planning. Milestones have been provided for Contractor planning. Note that Milestones include any required time for

quality sign-offs and submission of all subsequent associated documentation such as the Manufacturers Data Report and As-built Drawings by the Contractor.

Milestone dates have been selected to provide adequate construction durations with the majority aligned to the Western Equatoria Dry Season. The Bidder's attention is drawn to the timing of the normal seasonal rains in Western Equatoria and the importance of the milestone timelines in terms of completing works prior to the wet season arrival where possible. The Bidder needs to show within their submission, evidence of manning availability to be able to complete works within the specified timeline. The Bidder needs to have the capability to increase manning should progress during construction be forecast to be delayed.

Lot	Item	Location	Yambio	Ibb a	Marid i	Commencement Date	Constructi on Duration	Completion Milestone Date
5	Fruit Processing Facility 02	Duduma	1			22/10/2023	180	19/04/2024
	Business Centre	Duduma	1			22/11/2023	180	20/05/2024

2.4 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed shall be in accordance with these specifications and in conformity with lines, levels, grades, cross sections and dimensions shown on plans and working drawings. All materials provided shall also be in conformity with the specifications and in the event the materials provided and/or work performed are not totally in conformity with the plans and specifications but work reasonably acceptable to the Engineer has been produced, a determination will be made by the Engineer, on whether the work will be accepted. An appropriate financial adjustment in the contract price for such work or materials shall be made by the Engineer. In the event the work performed and/or the materials are not in conformity with the plans and specifications and have resulted in inferior or unsatisfactory product, such work or material shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

Unless otherwise specified, the contractor shall set such initial construction stakes and bench marks that will serve as the field controls for the construction work and obtain the approval of the Engineer for the final locations. No work shall begin until such stakes and bench marks are certified as correct by the Engineer or his representative.

3. BREAKDOWN

The ToR is for Supply and Construct of all items shown in the Design Drawings, BoQs (BoQ quantities are indicative only – Contractor to perform own take-offs) and items required to complete construction. The Bidders through their submission are to highlight any items that they identify as missing from the drawings and ToRs that are required for the construction.

Any cost saving initiatives are to be proposed for consideration and will be looked upon favourably by the PEA in reviewing of the prospective bids. Bidders are to submit pricing in line with Pricing Schedules with Cost Saving proposals included in the applicable section

of the pricing schedule. These will be outside of the summary bid pricing for assessment due to their non-conformance from the tender ToRs.

3.1 LOCATIONS AND SITE ACCESS

The proposed locations for the Infrastructure items are shown below. It's expected that there will be some movement in the locations prior to award. The construction will be in an equally accessible location though with the designs not requiring notable modifications.

Access to the worksites is via in some cases basic trails for which Toyota Landcruisers easily pass. Bidders are encouraged to view the sites themselves as all required clearing and access requirements are included in the bidder's submission.

Separable Portion / Lot	Item	County	Location	Coordinates
5	Fruit Processing Facility 02	Yambio	Duduma	4°33'11.9"N 28°23'14.1"E
	Business Centre	Yambio	Duduma	4°33'10.2"N 28°23'10.5"E

4. GENERAL CONSTRUCTION REQUIREMENTS

Structures are to be constructed as per the drawings. Additional detail on the construction requirements for some of the bulk items follows. Where the drawings have further specification, the drawing specification is to take precedence over the following general Construction Requirements.

4.1 CLEARING AND GRUBBING

This work shall consist of clearing, grubbing, removing and disposing of everything on the ground surface of the designated areas within the building and land area footprint shown in the drawings including trees and all other vegetation and debris, except for the following:

- All objects, trees and other vegetation that are designated to remain.

The work shall include the preservation from injury or defacement of all those objects, trees and other vegetation that are designated to remain.

The contractor shall establish the limits of clearing and grubbing and designate all trees, shrubs, plants and other objects that are to remain and obtain the Engineer's prior approval to progress to clearing and grubbing. This is subject to Field Inspection Checklist signed off.

In carrying out work, care shall be exercised to ensure that existing roadway and other facilities, utilities and services, trees and plants, designated for preservation and also the adjoining properties are protected from injury or damage which could result from the contractors operations.

4.2 EXCAVATION

4.2.1 Foundations Excavation

1. The benchmark surface of the building shall be assigned before excavation, and then the excavation must be done according to that point. Due to significant wet season rainfall in Western Equatoria, it's critical that the building platform and surrounding finishing is to a level that rainwater will not gather in the area of the building platform or surrounding area.
2. The excavation should be levelled with the width around the foundation allowing adequate working space for the footing and stone masonry work to be constructed properly. On both sides of the stone for mark-out, masonry thread should be stretched.
3. If at any stage excavation depths exceed 1.4m deep then benching will be required to stop the collapse of soils and possible harm to people and works under construction.
4. During the excavation period if the land doesn't seem homogeneous and seems soft then it must be excavated until it reaches to the hard surface.
5. The building foundation is designed for bearing capacity with respect to the drawings. The Contractor is to complete compaction testing and reports showing adequate compaction. The Contractor is to show passing compaction test reports prior to sign-off by the PEA engineer for continuing to the next stage.
6. The excavation should be check by the PEA Engineer with accompanying Field Inspection Checklist signed off and if the excavation works haven't any problems then Contractor Company can start the foundation works.

4.2.2 Limits of Excavation

The contractor shall set out the limits of excavation and shall carry out excavation operations as specified herein in a manner approved by the Engineer. The excavation shall conform to the lines, levels, grades and side slopes shown on the drawings or as directed by the Engineer. However, if unsuitable material is encountered outside the specified limits of excavation such material shall be excavated over areas and to depths as directed by the Engineer. Any excess excavation of suitable materials, shall be made good with suitable material.

4.2.3 Removal of Top Soil

Top soil encountered during excavation shall be stockpiled at suitable locations for use in soiling the side slopes and the verges and any excess top soil shall be removed from the site to Disposal areas.

4.2.4 Re-use of Suitable Material

The contractor shall organize and carry out excavation work in a manner that the suitable materials are excavated separately for use in works without contamination by the unsuitable material. Any material that becomes unsuitable by contamination due to the negligence of the contractor shall be made good by the Contractor and the Contractor's own expense.

All suitable material that is excavated shall be used in the construction of the facilities except where such material is in excess. Such excess material shall be disposed of or otherwise removed with the approval of the Engineer.

4.2.5 Removal of Unsuitable Material

Unsuitable material that is excavated shall be removed from the site to disposal areas approved by the Engineer. All dumped material shall be spread as directed by the Engineer in a manner not to interfere with the drainage pattern of the area.

4.2.6 Finishing Operations

The surface resulting from the excavation shall be finished to the levels given in drawings or as directed by the Engineer. All slopes are to provide to controlled run off of rain and surface water to protect the new structures and also to prevent any detrimental effect on the surrounding environment and communities. All cut slopes shall be finished neatly to the specified slopes care shall be taken to remove all unstable boulders away from these slopes. This is subject to Field Inspection Checklist sign off.

4.2.7 Grassing of topsoiled areas

All areas with top soil finish shall have grass seeds, sprigs or sods planted:

a) Grassing Description

This work shall consist of providing cover by seeding, sprigging or sodding, including soil preparation, fertilizing, mulching and watering as required, on all areas shown in drawings or in areas to be identified by the engineer, in conformity with these specifications.

b) Grass Sprigs

Grass sprigs shall be healthy living stems, with attached roots of accepted turf forming grass specified in the contract and approved by the engineer, harvested without adhering soil and obtained from approved sources in the locality of work.

c) Grass Sods

Grass sods shall be of living vigorous growth, of the type of grass and thickness specified, having a dense root system, contained in suitable sods and free from weeds etc.

4.3 CONCRETE

Refer to Section 11.3 Quality for concrete testing requirements.

4.3.1 General Mixing

Concrete shall be mixed at the site of construction or, where allowed, shall be mixed at a central plant transported to the site. Concrete may also be mixed in truck mixers when in transit, from a central place to the site.

All site mixing or mixing at a central place, except where hand mixing is allowed, shall be carried out using a suitable mixer of an approved type and capacity. No mixer having a rated capacity of less than a bag-batch shall be used without the prior approval of the Engineer.

All concrete, irrespective of the method of mixing, shall be uniformly and thoroughly mixed to the required consistency prior to placing and there shall be no evidence of insufficient mixing. The mixing time of a batch of concrete, in any type of mixer, shall not be less than 60 seconds. Any concrete insufficiently mixed shall be rejected and shall be disposed of by the contractor at his own expense.

4.3.2 Batching of Constituents into Mixers

The constituent materials of concrete shall be batched by volume or by weight as specified.

In volume batching, as far as practicable, cement shall be measured by the bag and the aggregate shall be measured using standard measuring boxes. Water shall be measured using measuring devices approved by the Engineer.

For batching by weight of constituents the mixer shall be equipped with the necessary weighing devices specified in the contract or required by the Engineer. Preferably the batching plant shall have separate bins for cement, fine aggregate and coarse aggregate, a weighing hopper and a scale capable of determining accurately the weight of each component of the batch. A properly calibrated water measuring device shall be attached to the mixer.

4.3.3 Hand Mixing

Hand mixing where permitted, shall be carried out on a smooth water tight platform large enough to allow efficient turning over of the constituents of concrete before and after adding water. Mixing platform shall be so formed that no foreign material gets mixed up with the concrete and the mixing water does not flow out of the mixing area.

4.3.4 Mixing at central plant and/or in transit

Where concrete is mixed at a central plant and/or in transit, the method of mixing, transport, shall be as specified in special provisions or as established by the Engineer depending on the equipment used. However, such concrete shall be transported in suitable truck mixers or truck agitators within stipulated periods of time so as to ensure that the concrete is delivered to the site leaving sufficient time for placing and compaction. Also the interval between delivery of batches shall be less than 30 minutes so as to ensure that the concrete already in place has not started hardening before fresh concrete is placed on it.

4.3.5 Admixtures

No admixtures shall be added to concrete without the prior approval of the Engineer.

4.3.6 Aggregate for Cement Concrete

Aggregate for concrete shall consist of coarse aggregate (aggregate substantially retained on the 4.75mm sieve) and fine aggregate (aggregate substantially passing the 4.75mm sieve).

Unless otherwise specified the coarse aggregate shall be crushed rock from an approved quarry and the fine aggregate shall either be crusher fines or river sand.

The aggregate both coarse and fine shall be hard durable and clean and shall be free weathered, soft, laminated or elongated pieces, deleterious matter, dust and clay.

4.3.7 Placing and Compaction of Concrete

Blinding to be poured where specified in the drawings prior to the forming up of pedestals and specific foundations.

Prior to placing of concrete all formwork and reinforcements therein shall be cleaned of all extraneous material and dust and made free of any standing water. It shall be ensured that all formwork is made leak proof and that there is no loss of mixing water or grout from the concrete. No concreting shall be started without the prior approval of the Engineer.

All mixed concrete shall be placed and compacted in the formwork, using approved vibrators of the internal, external or screed types, or combinations thereof depending on the type of job. Where approved, steel rods may also be used for the purpose in addition to the vibrators. The adequacy of the compacting equipment or the suitability of the compacting method shall be determined by the Engineer depending on the requirements.

Use of steel rods only for compaction shall be resorted to only in small jobs and in low strength concretes.

In all cases of continuous concreting, fresh concrete shall be placed before the already laid concrete is less than 30 minutes old and where this time gap is exceeded a construction joint shall normally be formed prior to continuing with the concreting.

All concrete shall be placed and compacted in horizontal layers normally not exceeding 300mm in depth except where internal vibrators are used when the depth may be increased up to a maximum of about 450mm.

No concrete shall be dropped from a height greater than about 1.5 meters except with the prior approval of the Engineer. Where chutes are used for placing of concrete they shall be kept clean and used in a manner to prevent segregation.

When concreting has to be resumed on a surface which has hardened, it shall be roughened, swept clean thoroughly wetted and covered with a thin layer of cement grout or cement mortar as approved. Semi - hardened surfaces shall be well brushed to remove all laitance, cleaned and covered with a thin layer of cement grout prior to overlaying with fresh concrete.

4.3.8 Curing of Concrete

Freshly laid concrete shall be kept undisturbed and protected from the effected of sun and rain and from drying out till it hardens. Once hardened, the concrete shall continuously be cured in a moist atmosphere for a minimum period of 7 days and for a further period if so specified or required by the Engineer.

4.4 CEMENT GROUT

Cement grout for grouting of window frames, ducts and other purposes shall consist of Ordinary Cement and water mixed in the proportions necessary for the intended purpose. The grout shall be mixed until a uniform consistency is obtained and shall normally be used within 45 minutes of mixing.

Where cement grout is placed on concrete surfaces, the concrete surface will be scabbled (roughened) and brushed clean before being water soaked prior to application of the cement grout. The scabbling of the surface will be inspected by the Engineer prior to application of the grouting.

4.5 CEMENT MORTAR

Cement mortar shall normally consist of Ordinary Cement, sand and water in the proportions specified. Lime shall be added only where specified.

Mortar shall be mixed thoroughly, either by hand or mechanically until its colour and consistency are uniform. It shall be mixed in small quantities only as an when required and shall normally be used within 45 minutes of mixing. Mortar which had been mixed for more than 1 hour and shows signs of hardening shall be discarded.

4.6 STEEL REINFORCEMENT FOR CONCRETE STRUCTURES

4.6.1 Materials

Steel reinforcements used shall meet the requirements of the following:

- a) Hot rolled MS bars to BS 4449
- b) Cold worked high yield steel bars to BS 4449
- c) Steel fabric to BS 4449
- d) Hot rolled high yield steel bars to BS 4449
- e) Hard drawn steel wire and wire mesh, if used, shall be approved manufacture.

4.6.2 Protection and Storage

Reinforcement shall be clean and free from loose rust and mill scale, dirt, oil, grease and paint at the time of fixing in position and subsequent concreting. Reinforcement for structures shall be handled and stored in a manner that will prevent deformation.

4.6.3 Cutting and Bending

Bars shall be cut and bent cold by applying a slow, even pressure with equipment and methods approved by the Engineer to the dimensions given in the Bar Bending Schedules shown in the relevant drawings.

Bends and hooks shall conform to the requirements given in the drawings or established by the Engineer.

4.6.4 Placing and Fixing of Reinforcement

All reinforcing bars shall be placed in positions shown in the drawings and shall be firmly held in position with the specified spacing, prior to concreting operations using necessary wire ties at bar intersections, spacer bars, steel chairs of approved type or by other approved means. Wire ties shall be black annealed M.S of G.I. wire, not less than 1.0mm in diameter and shall be firmly tied and folded so that they do not project into concrete cover region. The adequacy of supports and ties to secure the reinforcement properly shall be subject to the approval of the Engineer. This is subject to Field Inspection Checklist sign off.

Layers of bars shall be separated by spacebars, pre-cast mortar blocks or other approved devices. All horizontal and vertical reinforcement shall be supported on mortar blocks, of approved shape conforming to cover requirements, with tie wires embedded in them, made out of 1:1 ½ or 1:2 cement sand mix. Supports which are in contact with the external face of the concrete shall all be mortar blocks. The use of small stones or wood blocks shall not be permitted. As far as possible, bars of full length shall be used. In case this is not possible splicing of bars shall be done as specified in the drawings or as directed by the Engineer. (All splices shall have a lap length at least equal to the anchorage length required to develop the stress in the smaller of the bars to be lapped.) Lap splicing shall be staggered for different bars and shall generally not be located at points, of maximum tensile stress.

Where welding is specified or approved by the Engineer, as an alternative, the reinforcement shall be butt welded by the metal arc process using covered electrodes, complying with standard specifications for such work. Where screwed joints by using screwed coupling boxes of approved type capable of developing a strength at least 10% more than that of the bar which is to be jointed, and the joint as a whole shall be capable of developing the same strength as the coupling. Before the Engineer approves the welding of reinforcement or screwed joints in reinforcement, the contractor shall submit such samples as the Engineer may require for testing.

Substitution with different size bars or with different type of steel will be permitted only with the prior approval of the Engineer.

No concreting shall commence until the reinforcements have been inspected and approved by the Engineer. This is subject to Field Inspection Checklist sign off.

Reinforcement after being placed in position shall be maintained in a clean condition until completely embedded in concrete. Special care shall be exercised to prevent any displacement of reinforcement in concrete already placed. All bars protruding from concrete and to which bars are to be spliced and which are likely to be exposed for a considerably long period shall be protected by a thick coat of neat cement grout.

4.7 FORMWORK FOR STRUCTURES

This work shall consist of providing all temporary or permanent forms and moulds required for casting concrete, together with all temporary construction required for their support which includes scaffolding and temporary piles where necessary.

4.7.1 Materials

All formwork shall be of timber, metal or any other material approved by the Engineer.

Timber for forms shall generally be of approved quality, well-seasoned and of uniform thickness, sound, free from warps, loose knots, twists, wavy edges, saps and shakes or other defects affecting the strength of formwork and appearance of the finished structure. Where so required the surfaces of the timber shall be suitable dressed.

Metal sheets for forms shall be free from rust and dents with no surface blemishes that will impair the concrete surface finish.

Supports and scaffolding shall be of metal, sawn timber, round timber or of any other material approved by the Engineer. Scaffolding to be adequate for works with design capacity provided by the Contractor to the PEA. Maximum weights allowable per scaffold bay are to be specified and monitored during implementation. Regular scaffold inspections are to be performed ensuring all connectors remaining tight or well lashed.

4.7.2 False work

Temporary staging shall be provided by the contractor to enable the constructional operations to be performed in the required sequences and in a safe manner.

The false work, shall be properly designed and constructed, to provide the necessary rigidity and to carry the loads which it will be required to support. Where necessary, it should also include safe walkways to enable the Engineer to inspect the form work, reinforcements and concreting. Complete details of the arrangements proposed shall be submitted to the Engineer for his approval.

4.7.3 Construction of formwork

All formwork shall be so constructed that shall be no loss of material from the fresh concrete. Forms shall be mortar tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement or sagging and shall be capable of withstanding all incidental loading during concreting.

Formwork shall be such that hardened concrete shall be in the position and of the shape, dimensions and surface finish described in the contract.

Where internal ties are permitted, they or their removable parts shall be extracted without damage to the concrete to a depth of at least 25mm from the finished concrete

surface and the resulting holes filled with mortar. No permanently embedded metal nuts shall have less than 25mm cover to the finished concrete surface.

Formwork shall be constructed so that the side shutters of members can be removed without disturbing the soffit shutters, and if the contractor wishes to leave some of the props in place when the soffit shutters are removed. These props shall not be disturbed during the striking. When specified the detailed arrangements of the props shall be submitted in advance to the Engineer, for his prior approval.

4.7.4 Formed surfaces and finish

Surfaces shall be finished smooth or rough as specified. Normally, exposed surfaces shall be finished smooth. Where smooth finish is required, the forms shall be made of dressed timber with or without form liner approved by the Engineer or shall be of metal. Where metal forms are used, all bolts and rivets shall be counter sunk if necessary and well ground to provide a smooth, plane surface. For surfaces that are not designated to be finished smooth sawn timber without dressing (rough timber) may be used.

4.7.5 Re-use of formwork

Where formwork has to be re-used, the shape, strength, rigidity water tightness and surface smoothness of reused forms shall be maintained at all times. Any warped or bulged timber shall be resized before being reused. Formwork which is unsatisfactory in any respect shall not be reused.

4.7.6 Preparation of formwork before concreting

Immediately before concreting, the forms shall be thoroughly cleaned either by water jetting or by any other suitable method, temporary openings being provided for the purpose. The inside surfaces of the forms shall then, if necessary, be coated with an approved material such as mould oil to prevent adhesion of the concrete. This material must not come into contact with the reinforcement or pre-stressing tendons and anchorages.

4.7.7 Inspection by Engineer Prior to Placing Concrete

No concrete shall be placed until the Engineer has inspected and approved the formwork, false work and reinforcements. This is subject to Field Inspection Checklist sign off.

The minimum periods between concreting and the removal of forms shall be as follows:

- Sides of beams, walls, columns, wells and piles - 1 day
- Soffit of secondary slabs (props left in) - 4 days
- Soffit of main slabs (props left in) - 8 days
- Soffit of beams (props left in) - 8 days
- Removal of props - secondary slabs - 10 days

4.8 STONE WORK WITH CEMENT AND SAND MORTAR

Stone works are to be done with the below incorporated into the construction process:

- a) Stone used for foundation should be mountainous hard crashed stone (not river-rounded stone).
- b) The stones should be cut and cleaned until it has 3 regular surfaces.
- c) Don't use limestone for construction work.

- d) The outer side of the super stone masonry stone should be cut properly so that its size should be (35x35)cm and 2.5cm thickness mortar on its top and 2.5cm on its bottom it gets 40cm and one complete stone should be used for this height.
- e) For all stone, masonry works mortar of cement and sand must be used.
- f) The sand should be washed, clean and without gravel and soil.
- g) All around stone works should be filling with cement and sand mortar and no any empty place exist around the stone.
- h) All stone works should be kept wet with water at least for 14 days

4.9 BRICK MASONRY WORKS WITH CEMENT AND SAND MORTAR

Brick masonry works are to be done with the below incorporated into the construction process:

- a) Crushing strength of burnt brick shouldn't be less than 140 kgf/cm².
- b) Don't use the bricks which have lime or stone lime in their content.
- c) Bricks are to have the same form, same size, same color and be made from similar materials.
- d) Burnt brick should be soaked in water at least for one hour before used.
- e) The mortar of brick works is from sand and cement the sand should be cleaned and washed.
- f) Don't use Saline brick for walls.
- g) All brick masonry works, and concrete works should be kept wet for 2 weeks.
- h) Room's internal heights, widths and lengths should be according the design and from start to end of works all brick masonry works must be checked with site Engineer to show there won't be problems in the future inclusive of no problem for size of bricks in the building internal installations.

4.10 PLASTERING

Plastering works are to be done with the below incorporated into the construction process:

- a) Plastering mortar is from sand and cement.
- b) The sand should be washed, cleaned and completely without dust.
- c) The plastering should be smooth and without wave and undulations.
- d) All corner and walls should be straight and vertical.
- e) The surface of beams that have horizontal view should be regular and levelled.
- f) All plastering should be kept wet at least for 14 days.
- g) In the case that the contractor uses dirty sand or mixes the mortar poorly or doesn't water the plaster for curing then the contractor should remove the plaster to re-plaster it properly.
- h) Pointing work of stone masonry should cleaned and outstanding

4.11 CARPENTRY WORKS

Carpentry works are to be done with the below incorporated into the construction process:

- a) Use wood with good quality from the regional market.

- b) Windows frames are (9x9cm), and windows stile are (10x5) cm unless specified in the drawings.
- c) All locks of windows must be metallic equipped with 75mm butt hinges integrated multi point lock system with key locking handle
- d) All windows screen must have net mesh to avoid the entrance of flies.
- e) Glass keeper should be used for installation of glass, and connected holder shouldn't be used.
- f) Before installation windows, it should be painted with one coat of Oil (Aster) and then covered with plastic to avoid the window from twisting.

4.12 WELDING WORKS

Storage facility doors should be made from steel according to attached design.

Welding preparation to be done to BS 5950 as per the drawings. The Engineer will perform welding inspections with non-conforming welds to be cut out and rewelded.

Locks are to be made of circular tube with 1.5 inch diameter and thickness 3mm. 3 Keys are to be supplied for each lock at handover.

4.13 FRAMING AND ROOFING

Any site welding is to be done to be as per drawings. No butt welds are permitted without the express permission of the engineer.

Approved as per the drawing notes are to be tensioned under a method approved in BS 5950 and agreed with the Engineer.

4.14 SURFACE TREATMENT

Inside and outside the building will be painted with 100% plastic painting, the doors and windows will be oil painted.

All metallic works should be painted with anti-corrosion paint and then two coat oil paint.

No painting shall be carried out in wet or damp weather and the surfaces to be painted shall be properly dry before paint is applied.

- a) All internal and external painting is 100% plastic paint.
- b) Before painting the plastered surface should be rubbed and polished properly.
- c) Internal walls of the storage should be smoothed by one-layer filler.
- d) After filler layer, internal wall should be painted with two layers of 100% Bright to Plastic paint.
- e) External walls after rubbing and polishing should be painted with white cement.
- f) After painting with white cement, External walls must be painted with two layers of sun and water proof paint.
- g) 10. All colours of paints should be selected with consultation of the PEA Engineer.

4.14.1 Painting of Steel Members

All structural steel members such as trusses, beams, built up girders supporting steel trestles and other steel items such as pilasters and handrails shall be subject to preventive maintenance as regards corrosion. They shall be de-rusted either by pneumatic or

electrical scrapers or by other approved means to bare metal, cleaned either by air pressure or by other approved means and repaired as necessary prior to applications of any paint.

After attending to corrosion, all de-rusted parts shall first be painted with an approved metallic primer and thereafter with two coats of approved anticorrosive paint.

No painting shall be carried out in wet or damp weather and the surfaces to be painted shall be properly dry before paint is applied.

All activities in scraping, cleaning and painting shall be carried out by men experienced in the type of work.

4.15 ELECTRICAL WORKS:

Electrical works are to be performed by a licensed electrician. All requirements for Electrical installations and Wiring Guidelines are to be as per BS 7671: 2001.

Additional references for cable sizes are to be as per IS:13947 and IEC 60947. Where additional clarification is needed the Contractor is to install as per the below points:

- a) All the electric wiring is below plaster layer inside plastic pipe of size 1.5 inch.
- b) Storage building has a main switch board in which an automatic 3 phase switch, three 63 Amp fuses and three voltage meter will be installed and grounding wire should be fixed in ground properly.
- c) Cable of size 4x50mm² from main switch board to electricity source (column) is contractor's responsibility and it should be flexible copper cable.
- d) Main switch board should be installed in a safe and accessible point which should be accessible in danger time and should be from standard iron box.
- e) For lightening of outside, circular and water proof lights should be installed.
- f) Lights of outside should be circular with 20 cm diameter, rain and water proof lights .
- g) For lighting of inside of storage in each column a circular light with a steel mesh cover for its protection from any damage. and all lights should be controlled by one switch board.
- h) Inside storage four number of normal socket and one special socket (socket for connecting generator electricity to the building) should be installed near the door on the wall
- i) Connecting general switch of storage to electricity source with power cable of (4x50) mm² is contractor's responsibility.
- j) One medium 3 phase power changer with one special socket with all other required material will be installed in the storage.
- k) Two fuse box with 6 fuses of 20 Amp with best quality will be installed.
- l) The Engineering Drawings currently do not include a solar system to be installed. All circuits, wiring and lighting is to have continuity testing completed and signed-off by the Engineer prior to handover.

5. PROCUREMENT

Procurement is to follow the below principals:

- a) Materials where possible are to be procured locally.
- b) Procured items are to reduce where possible climate and pollution impact as per the ESMF outlines.
- c) Tenderer's bids are to show sources of significant materials.

- d) The Bidders Technical proposal is to show a plan for engaging local suppliers.
- e) Procurement is to minimise single use plastics and promote a reuse and repurpose approach to materials.
- f) Where materials are to be sourced from outside of the works Counties, the Contractor is to prioritise South Sudanese suppliers.

The Bidder is to include a list of the major suppliers that they propose to use for the works. The PEA may object and request the replacement of any supplier that does not follow in principle the Environmental, Health and Safety Framework. Procurement items are to include certificates of conformity with proof of quality. Certificates are to be included where required at quality sign-off steps in the construction process and also in the final project Quality Handover Documentation (MDR).

Special attention to the below items for supply certification:

- Nuts and bolts and washers to ISO STD respectively. Supply certificates are to be included.
- Steel certs for roofing framing, any bracing and concrete reinforcing.
- Electrical wiring, fuse boards and circuitry
- Cement batch certificates. Note that the cement is to be stored in a shaded and as far a practical, a cool place for use.
- Paint batch certificates

The PEA Engineer is to sign-off for conformity on locally supplied bulk materials:

- The supply of local materials such as aggregate, sand, timbers, clay fired bricks, marram, etc shall have samples approved by both the Contractors Engineering representative and the PEA representative prior to bulk deliveries.
- The contractor shall be responsible for their own Logistical Support.

6. DESIGN

Refer to Annex 03 for Infrastructure designs and supplementary information. The documents provided are:

- Architectural Working Drawings
- Structural Drawings
- Structural Frame Design Analysis
- Soil Investigation and Geotechnical Reports

Bidders are encouraged to view the sites themselves prior to submitting their tender pricing.

6.1 BILL OF QUANTITIES

Indicative Bills of Quantities are attached for tender. Bidders are to review and where necessary adjust. Refer to Annex 4 for detail. The provided BoQ's are for information only and are viewed as approximations of the materials required. Bidders are to perform their own Material Take-offs and verification of materials inclusive of any additional allowances or missed line items to enable successful construction.

7. SCHEDULE

Tender deliverable: Bidder to provide schedule of works in Excel or MS Project format. Schedule to include breakdown of works inclusive of:

- Kick-off Meeting to be held in first week of Award.
- Deliverable documents referenced in the Deliverables Section 13. inclusive of review period for PEA
- Any engagement of workforce
- Notable procurement items
- Mobilizations period.
- Work breakdown Structure representing the construction stages and various trades working in series or in parallel where applicable.
- Staged inspections by the PEA

The schedule should indicate the proposed resources such as manpower and equipment dedicated to the project with dependencies between the tasks.

Upon award, this schedule will be developed further by the Subcontractor for submission as per Section Deliverables 13.

Where the Bidder has elected to submit pricing for multiple Separable Portions, the Bidder will provide Schedules per Separable Portion and then a combined Schedule for the basis of the multiple Separable Portions.

8. CONSTRUCTION METHODOLOGY

The Bidder in their submission is to outline the process of the construction inclusive of quality assurance & control, recruitment, procurement, mobilization, key equipment, safety processes including any site measures such as “take-5’s”, daily pre-start meetings, tool-box meetings that will be implemented. The Contractor will demonstrate which workforce will be responsible for site safety inspections, quality inspections and sign-off, environmental compliance inspections and action.

9. ENVIRONMENTAL AND SOCIAL

9.1 HEALTH AND SAFETY:

The Contractor is to show in tender submission incident reporting summaries from the previous 2 years.

During the construction process, incident reporting to be provided weekly although any notable incidents are to be notified to the PEA within 1 hour.

Refer to the ESMF in Annex 01 for further information.

The Contractor is to supply Personal Protective Equipment to workforce for the works.

9.2 WORKFORCE RECRUITMENT

9.2.1 Manning Histogram

The Bidder is to submit a manning histogram in alignment with their schedule of works. Manning is to be represented per facility making up the Tender Lots.

Should the Bidder elect to submit pricing for multiple Lots, the Bidder will also submit a manning histogram showing the combined manning required with clear identification of the manning per facility and Lot

The Bidder needs to show within their submission, evidence of manning availability to be able to complete works within the specified timeline. The Bidder needs to have the capability to increase manning should progress during construction be forecast to be delayed.

9.2.2 White Collar (Management and Support Workforce)

The Contractor must demonstrate that he has suitably qualified and experienced experts among its key personnel, who have the appropriate level of academic and professional qualifications and expertise gained in similar projects and countries to recognize and to deliver with respect to the management requirements, both, the technical requirements. and the Environment, Social, Health and Safety (ESHS) aspects.

All Workforce are to be hired under OSH procedures outlined in the ESMF in Annex 01.

Regular Project reporting will show number of work-force including Nationality, Local Engagement, Female workforce.

The Contractor shall include in his team amongst others at least the staff with qualified expertise/ experts as indicated in the table below. The Bidder must provide evidence of their qualifications and experience in CVs with the bid submission. The estimate of person-months *is not* binding for the Contractor, Bidders are free to allocate specific person-months for each position according to their individual staffing schedule and estimate.

Besides the key experts, the Contractor shall provide back stoppers for supervision, monitoring and quality assurance of the Contractor's services from the head office.

Position	Task/ Responsibility	Qualification Requirement / Expertise	Person-months
Project Manager	Project Management and focal point for all contractual items	Civil Engineering Degree or similar Qualification. 7 Years experience in similar project minimum. Fluent in English.	
Construction Manager	On site Construction Manager running day to day workforce and construction activities.	7 Years experience in similar project minimum.	
Quality Control Manager	Set-up Quality Control documentation for the works transitioning into Quality Control during the Construction Process and compilation and submission of the MDR	3 Years experience in similar project minimum. Fluent in English.	
Health, Environment and Safety Manager	Write and implement Health, Safety, Environmental and Social procedures	3 Years experience in similar project minimum. Fluent in English.	

Position	Task/ Responsibility	Qualification Requirement / Expertise	Person-months
Project Engineer	Complete detail methodologies and works packing for procurement and construction planning. To provide technical direction and control to the workforce	Degree in Civil Engineering. 6 Years plus experience in the Construction Industry with evidence of large scale works. Fluent in English.	
Back-up support positions in Head Office			

9.2.3 Blue Collar (Construction and Associated Workforce)

The Bidder's submission is to include Workforce recruitment steps to achieve the below:

- Target 60% Local Employment. This is needed for acceptance in the communities and to ensure local trades skills are maintained.
- Use local communities for cooking of lunches where possible. The project is to support local communities.
- The project requires a minimum of 80% South Sudanese Nationals in all workforce.

The Contractor will also report on status of Locally employed workforce. Information to be provided:

- Internally Displaced Person
- Host Community
- Refugee
- Returnee

The bidder is to show in their submission expected roles that will be filled by women. Bids showing increased female workforce will be viewed favourably.

Bids that show methods for supporting social cohesion in hiring of local workforce are viewed favourably. It's important to note that this region has a high proportion of Internally Displaced Persons. It's important that workforce selected incorporates any persons who have been displaced.

The PEA considers persons with special needs (disabilities) to have equal rights to work and gain a living. Therefore, the PEA therefore encourages at least 5% of the total Contractor employees (male and/or female) to be persons with special needs.

The Contractor is required to protect the right of all its employees (including women and people with special needs) and shall ensure a favourable working environment, which shall include equal opportunities, equal remuneration for work of equal value, safe and healthy working conditions, protection from harassment and redress of grievances.

Labour disputes shall not be regarded as a force majeure. The Contractor(s) will remain fully responsible for performance of any task regardless of any labour disputes.

9.3 SOCIAL (INTERACTIONS WITH WORKS AREAS & WORKFORCE SUPPORT):

The Contractor will abide by the ACTED Code of Conduct. This includes any subcontractors. It's expected though that Contractors will have their own Code of Conduct that must meet at a minimum the standard of the ACTED Code of Conduct.

All personnel assigned to perform the Services must undergo due diligence and positive vetting before being assigned to the Contract. Personnel must have a clean record. Police reports attesting to this from the personnel's country of origin shall be made available to the PEA within 10 calendar days from the Effective Date.

Contractors shall maintain the highest standards of conduct. The Contractor shall maintain discipline and at all times take all necessary precautions to prevent any unlawful, riotous or disorderly conduct by or among those employed at the site. The Contractor shall maintain high standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such action with respect to employees as may be necessary. Compliance with and the enforcement of ACTED Supplier Code of Conduct is mandatory for all categories of mission personnel, including Contractor's personnel. The PEA reserves the right at its sole discretion, to direct the Contractor to remove or replace any employee, at the Contractor's own costs, for failure to comply with the Code of Conduct

Refer to Appendix 02 for the ACTED Code of Conduct.

9.4 ESMF CONSIDERATIONS:

The Contractor shall include in his team amongst others, at least one person ESHS responsible with 3 years of professional experience in the field of environmental, social and/or health and safety issues.

Refer to Appendix 01 showing the detailed Environmental and Social Management Framework to be complied with.

9.5 SITE CLEARANCE AND REMEDIATION:

Sites require scrub and minimal tree clearance. Clearance is to be minimised in line with the ESMF in Annex 01. Remediation of any disturbed land is to be done to a high standard in line with the ESMF.

Note ESMF comments required temporary stockpiling of construction topsoil, minimisation of transport corridors and any collateral clearances for construction support processes.

10. SECURITY

The contractor is responsible for security of the construction site. It's expected that the employment of a portion of local labour and local procurement where possible will help to maintain good relations with communities and minimise security issues. The PEA will also do what it can to encourage good relations and security controls with local community leaders and stakeholders.

The PEA neither guarantees, nor accepts liability for Contractor personnel at any time, including within PEA controlled compounds. The PEA will not provide any security arrangement for the contractor's personnel and consultants. The contractor's personnel and consultants should be familiar with the security environment in the hosting country.

The Contractor will also be expected to arrange for appropriate insurance for its employees, including malicious acts insurance.

11. QUALITY

11.1 QUALITY GENERAL

The Bidder is to provide detail on the proposed Quality Control mechanisms that will be utilised within their tender submission.

Quality documentation is to be submitted and approved prior to commencement of the works as per Section 25. Deliverables.

Quality documentation entailed:

Inspection and Test Plans: To be submitted to the Engineer for review and approval of documents prior to mobilisation.

Field Inspection Checklists: To be submitted to the Engineer for review and approval of documents prior to mobilisation.

Test Reports: To be submitted to the Engineer on an ongoing basis through the works.

Notification for normal inspections on site is to be 72 hours. This is for Field Inspection items, Inspection and Test Plan hold points or surveillance points. This can be achieved through clear inspection plan notification in weekly progress meetings between the contractor and the PEA representative. The Contractor shall use all reasonable care and diligence to see that all works are satisfactorily completed and all discrepancies and deficiencies pointed out by the PEA are completed corrected prior to inviting the PEA for Inspections.

11.2 Technical Query Process

Queries to the PEA Engineer are to be clarified through an official Technical Query Process on an agreed template. Technical Queries are to be updated in a maintained Technical Query Register showing status throughout the duration of the works. Refer to Appendix 6 for suggested templates for use.

Any changes to design are to be red lined by the Contractor with references to Technical Queries showing PEA approval and will then form part of the MDR handover documentation deliverable due for completion of the contract works.

11.3 Testing of Concrete for Acceptance

11.3.1 General

Concrete shall be tested determining the crushing strength of 150 mm cubes at 28 days. Here so required an early assessment of the 28 days strength shall be made by carrying out tests at 7 days on the assumption that 65% of the 28 days strength is achieved in 7 days. Any other testing procedure to assess the 28 days compressive strength of concrete shall be subject to the prior approval of the Engineer.

11.3.2 Preliminary Strength Tests

In the design of mixes, preliminary tests shall be carried out by the contractor to ensure that the proposed mix attains the required target mean strengths. Testing is to be as per BS 1881:1983 Methods of Testing Concrete. For this purpose, three trial batches of the proposed mix shall be prepared at its specified workability. From each batch 3 random samples shall be taken and for each sample a cube shall be made, for testing at 28 days and where required 3 more cubes shall be made for testing at 7 days using three more random samples from the same batch.

The mix shall be accepted as suitable if the average strength of the 9 cubes tested after 28 days exceeds the target mean strength.

The workability or consistency of fresh concrete shall be such that the concrete is suitable for the conditions of handling and placing so that after compaction it surrounds and grips all reinforcements and completely fills the formwork.

11.3.3 Works Strength Tests

All concrete where strength requirements are specified shall be tested for compliance by carrying out works tests unless otherwise allowed by the Engineer.

The frequency of testing however, shall be determined by the engineer depending on the nature and the extent of work.

For works of a continuing nature such as casting of pre-stressed beams initially there shall be frequent testing, to conform the mix, which shall be suitably reduced to a general pattern of testing after the initial period is over.

As a general rule a specified volume of concrete referred to as a lot shall be sampled for testing and from each lot 3 samples shall be taken for each of which a cube shall be made for testing at 28 days. Where required 3 more samples shall be taken and 3 more cubes shall be made for testing at 7 days.

A lot of concrete shall mean any of the following as applicable:

- a) 15 cubic meters of continuing process of concreting
- b) A day's concreting
- c) A defined item of work such as concreting a beam or a slab, which is carried out in less than a day.

Acceptance criteria shall be that the average 28 days compressive strength of the 3 cubes exceeds the characteristic strength of the concrete and that the differences between the greater and least strengths is not more than 20 percent of the average.

The 7-day test results shall generally be made use of as in indicator of the strength at 28 days and unless otherwise decided by the engineer, no decision regarding non-acceptance of the concrete shall be made using these results.

11.3.4 Casting, Curing & Testing of Cubes

Casting, curing and testing of concrete cubes shall be carried out as given in BS 1881 Part 108 of 1983 or as given below.

a) Casting

The 150mm cube moulds shall be filled in layers approximately 50mm deep and each layer shall be compacted either by hand or by vibration. After the top layer had been compacted the surface of the concrete shall be finished level with the top of the mould by means of a trowel.

When compacting by hand, the standard compacting bar made of steel weighing 1.8kg, 380mm long and having a ramming face 25mm square, shall be used and the strokes of

the bar shall be distributed in a uniform manner over the cross section of the mould. The number of strokes for each layer shall depend on the type of concrete. However, each layer shall be subjected to a minimum of 35 blows.

When compacting by vibration each layer shall be vibrated using a suitable vibrating tool.

b) Curing

Immediately after they are made the test specimens shall be stored in a place free from vibration in a damp atmosphere and at a temperature of around 20°C, for the next 24 hours. At the end of this period, unless otherwise directed, the specimens shall be marked for later identification, removed from the moulds and immediately sub-merged in a water tank and kept there until taken out just before test. The specimens shall not be allowed to become dry at any time until they are tested where the specimens have to be transported to another place, say from the field to the laboratory, for testing, they shall be wrapped up in wet sacks or put inside suitable wet bags during transport. At no stage of transport the specimens shall be allowed to dry up.

c) Testing

The specimens shall be tested in a machine approved by the Engineer and at the time of testing the platens of the Machine shall be wiped clean and any loose grit or other material removed from the surfaces of the cube which are to be in contact with the platens of the compression machine.

The test cube shall be placed in the machine in such a manner that the load shall be applied to two opposite sides of the cube other than the top and bottom as cast.

During loading, the load shall be applied without shock and increased continuously at a rate of approximately 15 MN/m² per minute until no greater load can be sustained.

d) Compressive Strength

The tests for the determination of compressive strength of cement shall be carried out in accordance with Appendix C or D of SLS 107" 1982 or BS 4550: Part 3 : Section 3.4: 1978 or ASTM designation C 109-77.

11.3.5 Slump Test

The slump test shall be carried out in accordance with BS 1881: Part 102: 1983 or ASTM test designation C 143-78.

12. REPORTING

12.1 REGULAR MEETINGS

A weekly minuted meeting chaired by the PEA representative shall be held regularly at a mutually agreeable time. The proposed time for this meeting is to be agreed during the Kick-off Meeting post award. Tentatively this is proposed for:

Tuesday's 09:00am. Location to be agreed.

12.2 REPORTING

Weekly Report to include:

- a) Procurement update
- b) Manning inclusive of Local Engagement, South Sudanese engagement and Female Workforce engagement (further reporting categories are shown in Section Workforce Recruitment
- c) Incidents
- d) Technical Query Register
- e) Progress updates including photos
- f) Progressed works schedule
- g) Concerns including delay items
- h) Commercial Correspondence Register
- i) Invoicing Progress Payment status

13. DOCUMENTATION DELIVERABLES

The below table shows the deliverables to accompany the tender submission as specified in this ToR. The Bidder's attention is drawn to other deliverable items specified in the tender bid documentation in which this ToR document has been embedded. The bidder is to include all requested information so as to qualify for tender review as per the PEA's processes.

Throughout the Tender Process, should the bidder identify items that require clarification to enable firm Lump Sum Pricing, then the Bidder will submit tender clarification request to the PEA using the Tender Clarification Register included in Appendix 7. The PEA will regularly provide any clarification to queries or updates on scope to all bidders.

Bidder Deliverables – Tender Submission	Due
Construction Methodology	Tender Submission
Quality Management Plan	Tender Submission
Sample Inspection and Test Plan (QAQC construction controls)	Tender Submission
List of key suppliers	Tender Submission
Local Labour Engagement plan	Tender Submission
Local Procurement Plan	Tender Submission
ESMF Implementation description. To include environmentally friendly initiatives. To outline safety procedures highlighting specific risks and controls for this project. To include controls and best practices to be implemented to ensure workforce are well received by host communities.	Tender Submission
Plant and Equipment list to be engaged inclusive of condition photos	Tender Submission
Variation rates (Workforce and Plant & Equipment)	Tender Submission
Health, Safety & Environmental Incident reporting from the prior 24 months	Tender Submission
Works schedule in MS Project or MS Excel (includes key items following Contract Award and notable procurement items)	Tender Submission
Manning Histogram	Tender Submission
Key management workforce organisation structure	Tender Submission
Key Personnel inclusive of CVs showing evidence of Qualifications and Experience	Tender Submission
Bidders to highlight in tender submission any items that they believe are missing from the ToR for completion of the works.	Tender Submission
Bidders to include annex showing Bill of Quantities compiled during their tendering process (from Material Take-offs and their construction competency) to complete the works.	Tender Submission

Upon award, the below deliverables will be contractual requirements. Mobilisation to commence works will not be approved until the below items are submitted and revised to adequate standard for use.

Contractor Deliverables	Due
MDR Index (Completion Report structure)	Award + 2 weeks
Inspection and Test Plan (ITP): Civil Works	Award + 3 weeks
Inspection and Test Plan (ITP): Structural	Award + 3 weeks
Inspection and Test Plan (ITP): Roofing	Award + 3 weeks
Inspection and Test Plan (ITP): Electrical	Award + 3 weeks
Inspection and Test Plan (ITP): Surface Treatment	Award + 3 weeks
Inspection and Test Plan (ITP): Water Supply	Award + 3 weeks
Inspection and Test Plan (ITP): Waste Water and Drainage	Award + 3 weeks
Inspection and Test Plan (ITP): Earthworks, access ways and landscape	Award + 3 weeks
Inspection and Test Plan (ITP): Fencing and Gates	Award + 3 weeks
Inspection and Test Plan (ITP): Others as Required	As required
ITP referenced Field Inspection Checklists	Award + 4 weeks
Detail works schedule	Award + 1 week
Confirmed team manning (PM, QA, Project Engineers)	Award + 1 week
Construction Methodology	Award + 2 weeks
Environmental Social Management Framework compliance plan	Award + 2 weeks

14. CONTRACT MECHANISMS

14.1 VARIATION AND EXTENSION OF TIME

The Bidder's Scope of Works includes the complete materials, tooling and all provisions to complete the construction to final sign off by the PEA. Any technical queries around design clarifying further detail will not result in a variation to the works contract. The contractor as a competent contractor is to clearly query any design discrepancy prior to incurring cost on related materials. Should the contractor identify during the construction process items outside of the initially agreed contract pricing, then the contractor will need to confirm the action to be taken through a Technical Query which can provide evidence should a cost and time claim arise.

Should variations arise through the modification in design that are directed in which accrue extra time and cost outside of what is considered the norm, then the contractor will demonstrate costs and time for approval by the PEA. Cost is to be compiled in clear variation claim against variation rates to be provided by the contractor. Upon review and acceptance of the variation, the extension of time and variation will be added to the contract value for claim and adjustment to completion milestones.

As the Contractor becomes aware of items that may cause delay to the project, the Contractor is obligated to notify the PEA in writing within 3 working days with proposed mitigation measures. Without notification of possible delays the PEA has no obligation to recognise the delay as qualifying for Extension of Time. This is in aid of allowing the PEA the opportunity to mitigate potential delay items as they arise.

Variation rates:

Variation Rates (all rates include overhead management ie Project Engineer and standard associated tooling and PPE)		
Position	Unit	Rate
Carpenter	Hour	
Bricklayer	Hour	
Plant Operator	Hour	
Electrician	Hour	
Plumber	Hour	
Skilled Labour	Hour	
Unskilled Labour	Hour	
Bidder to allocated any further likely positions		
Plant and Equipment (all rates include fuel, maintenance and other operational costs)		
Equipment	Unit	Rate
5kVa Generator		
45kVa Generator		
Flatbed truck		
Plate compactor		
Bidder to allocated any further likely equipment		

14.2 LIQUIDATED DAMAGES

The activities will be subject to penalties against delays through the Liquidated Damages mechanism against each facility. Penalties commence 7 days after each respective completion milestone as shown in the below table.

Separable Portion / Lot	Item	Location	Commencement Date	Construction Duration	Completion Milestone Date	Liquidated Damages accrued daily as a percentage of total Lump Sum Value to commence 7 days after completion milestone	Liquidated Damages commencement date	Liquidated Damages commencement date
5	Fruit Processing Facility 02	Yambio	22/10/2023	180	19/04/2024	0.5%	26/04/2024	1
5	Business Centre	Yambio	22/11/2023	180	20/05/2024	0.5%	27/05/2024	1

15. DEFECTS LIABILITY PERIOD

The Contractor will be responsible for the making good of any of the contracted works in the case of items showing evidence of non-conformance in supply or faulty workmanship outside of normal wear and tear for a duration of 365 days from the date of handover which is confirmed with approved completion certificate.

All costs relating to the fulfilment of the warranty provisions e.g. travel of personnel, repairs and transporting replacements shall be borne in full by the successful Contractor. Contractors shall extend third party manufacturers warranties to ACTED in full with the minimum warranty of 1 year from handover.

16. APPENDICES

APPENDIX 1: ENVIRONMENTAL SOCIAL MANAGEMENT FRAMEWORK

Document included in attached zip file:

Revised Final ESMF_ACTED_13012023.pdf

APPENDIX 2: ACTED CODE OF CONDUCT

Document included in attached zip file:

ACTED Code of Conduct_EN_2022.pdf

APPENDIX 3: INFRASTRUCTURE DESIGNS AND SITE ASSESSMENTS

Documents included in attached zip file:

SOIL INVESTIGATION AND GEOTECHNICAL REPORT (YAMBIO COUNTY).pdf
1-YAMBIO BUSINESS CENTER
1-ARCHITECTURAL WORKING DRAWING (DUDUMA, YAMBIO - FRUIT PROCESSING UNIT).pdf
2-STRUCTURAL DETAILS (DUDUMA, YAMBIO- MULTI-BUSSINESS AND TRAINING CENTER).pdf
3-STRUCTURAL DESIGN AND ANALYSIS FOR FRAMES (DUDUMA, YAMBIO - MULTIBUSINESS CENTER).pdf
2-YAMBIO FRUIT PROCESSING FACTORY
1-ARCHITECTURAL WORKING DRAWING (DUDUMA, YAMBIO - FRUIT PROCESSING UNIT).pdf
2-STRUCTURAL DETAILS (DUDOMA, YAMBIO FRUIT PROCESING UNIT). .pdf
3-STRUCTURAL FRAMES DESIGN AND ANALYSIS (DUDUMA, YAMBIO - FRUIT PROCESSING).pdf

APPENDIX 4: BILL OF QUANTITIES –

Documents included in attached zip file:

BUSNESS CENTER BOQ YAMBIO.xlsx
FRUIT PROCESSING UNIT BOQ YAMBIO.xlsx

APPENDIX 5: PRICING SCHEDULE

Documents included in attached zip file:

32EFU Infra Lot 5 Pricing Schedule.xlsx

APPENDIX 6: TECHNICAL QUERY DOCUMENTATION

Documents included in attached zip file:

Technical Query - Template.docx

Technical Query Register - Template.xlsx

APPENDIX 7: TENDER CLARIFICATIONS TEMPLATE

Documents included in attached zip file:

32EFU Infra Lot 5 Tender Clarification Register.xlsx

APPENDIX 8: BIDDERS CHECKLIST

Documents included in attached zip file:

Checklist_opening_Large Infra PAL PAM PAF PAH.docx

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
1. Responsibilities and liabilities	1.1. In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the present Environment, Social, Health and Safety specifications (ESHS).	
	1.2. The Contractor is liable for all damages to the environment and people caused by the execution of the works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Engineer's instruction.	
	<p>1.3. Under the Contract and as introduced by the present ESHS Specifications, the term "Project Area" means:</p> <ul style="list-style-type: none"> a) The land where work will be carried out; or b) The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or c) Quarries for aggregates, rock material and riprap; or d) Borrow areas for sand and other selected material; or e) Stockpiling areas for backfill material or other demolition rubble; or f) Any other location, specifically designated in the Contract as a Project Area. <p>The term "Project Area" encompasses any individual Project Area or all Project Areas.</p> <p>For the sake of clarity, Project Area is a different concept than Site under CC Sub-Clause 1.1.17.</p> <p>Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications.</p> <p>Site is the places where the Permanent Works are to be executed and to which Plant</p>	

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor's risk.</p> <p>In term of physical footprint, the CC Sub-Clause 1.1.17 Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.</p>	
	<p>1.4. The ESHS Specifications refer to:</p> <ul style="list-style-type: none"> a) Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e. including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas; b) Health and safety conditions to be maintained for the Contractor's personnel and any other person present on the Project Areas, or along access routes; c) Working practices and the protection of people and populations living near the Project Area but exposed to the general disturbance caused by works. 	
	<p>1.5. Subcontractors</p> <p>The Contractor shall ensure that all Subcontractors and Suppliers (in particular those for major supply items) are familiar with the ESHS requirements and guidelines valid on Site and Project Area.</p>	
	<p>1.6. Applicable regulations</p> <p>The Contractor must comply with all applicable national laws, permits and regulations and the World Bank Group's Environmental and Social Health and Safety Standards in relation to the protection of the environment and people during construction (e.g. management of impacts and disturbances related to water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater, national labour</p>	

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	standards, if relevant indigenous populations, standards on occupational exposure, other). For identifying the applicable regulations, the Contractor may seek external support from a specialist.	
	1.7 Notwithstanding the Contractor's obligation under the above clauses, the Contractor shall implement all measures necessary to avoid undesirable adverse environmental and social impacts wherever possible, restore work sites to acceptable standards, and abide by any environmental performance requirements.	
3. Management of Non-conformities	3.1 Non-conformities detected during inspections carried out by the Supervisor, shall be addressed through measures adapted to the severity of the situation and which may include deductions from Interim Payments in accordance with GC 11.3.	
4. Resources allocated to ESHS management	<p>4.1 Environment, Social, Health and Safety Officer</p> <p>4.1.1 The Contractor appoints at least one or several Environment, Social, Health and Safety persons in charge, who is/are fully or in part, time in charge of implementing the ESHS requirements. The ESHS person in charge speaks fluently the language of communication of the Contract. The Contractor informs all staff and workers of the name and authority of the ESHS person in charge.</p> <p>4.1.2 The ESHS person in charge holds the power within the Contractor's organization to escalate non-conformities, and in the event of severe ESHS non-conformities and in agreement with the Employer, suspend the works if considered necessary, and allocate all resources, personnel and equipment required to take any corrective action considered necessary.</p>	

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>4.2 Personnel in charge of relations with stakeholders</p> <p>4.2.1 If applicable, the Contractor nominates a Stakeholders Relations Officer (or Community Liaison Officer if appropriate) who is responsible for relations and engagement with local communities, administrative authorities, and other stakeholders and representatives of economic activities. For contracts with a low level of ESHS risks and impacts, this could also be the Contractors site staff. The Community Liaison Officer must speak the language of the local population in the Project Area. The Stakeholder Relation Officer speaks fluently the language of the local population.</p> <p>4.2.2 The Stakeholders Relations Officer will be located onsite or within reasonable travelling time from the Project Area.</p> <p>4.2.3 Local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details so as to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor's Personnel, inside or outside the Project Area or any other public disturbances caused by the works.</p>	
	<p>4.3 Both the ESHS and Stakeholder Relations Officer [Community Liaison Officer] will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay.</p>	
5. Inspections	<p>5.1 The Employer will regularly inspect the Project Area and Project sites for adherence to the contract conditions including the ESHS requirements. State environmental authorities may carry out similar inspection duties. The Contractor shall comply with directives from such inspectors to implement the required measures.</p>	

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
6. Reporting	6.1 The Contractor prepares regular ESHS progress reports as part of the contractually agreed reporting requirements to the Employer. This will include reporting of accidents and incidents in line with Paragraph 24.	
7. Code of Conduct	<p>7.1. The Contractor establishes a Code of Conduct and displays it clearly within the Project Area. The Contractor will regularly make personnel and workers aware of the Code of Conduct and the associated provisions.</p> <p>The Code of Conduct addresses the following issues:</p> <ol style="list-style-type: none"> 1. Compliance with applicable laws, rules, and regulations 2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (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) 3. The use of illegal substances 4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status) 5. Interactions with the local community(ies), members of the local community(ies), and any affected person(s) (for example to convey an 	

A. General Requirements for ESHS Management		
<i>[Employer: Please do not delete]</i>		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>attitude of respect, including to their culture and traditions)</p> <p>6. Sexual harassment</p> <p>7. Violence including sexual and/or gender-based violence</p> <p>8. Exploitation including sexual exploitation and abuse</p> <p>9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in the Project Area).</p> <p>10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)</p> <p>11. Avoidance of conflicts of interest</p> <p>12. Respecting reasonable work instructions (including regarding environmental and social norms)</p> <p>13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)</p> <p>14. Duty to report violations of this Code</p> <p>15. Non-retaliation against workers who report violations of the Code, if that report is made in good faith.</p>	
8. ESHS training	The Contractor provides ESHS inductions and trainings to the workforce, in particular regarding Health and Safety risks and mitigation measures tailored to the project scope. The Contractor makes personnel aware about the importance to protect species, habitats, fauna and flora and the safety and rights of neighbouring communities.	
9. Standards	The Contractor complies with all applicable national norms, standards and discharge, emission etc. limit values defined in the national regulations.	

B. Specific Requirements for ESHS Management

[Employer: Please adjust to the specific ESHS requirements of the works].

B 1 Protection of the Environment and People

Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Compliance Yes/No	Please explain in case of No
10. Protection of adjacent areas	10.1 Establish means of protection to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality within the works area. Use construction methods to minimise impacts to the extent possible.		
	10.2 Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.		
	10.3. Carry out excavation works in cut off ditches to prevent water from entering excavations.		
	10.4 Bring work site boundaries and limits in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries.		
	10.5 Stay out of surrounding wetland areas.		
	10.6 Keep distances in compliance with national regulations and as appropriate: <ul style="list-style-type: none"> a) from any permanent water course and outside of floodable areas; b) from sensitive urban services and buildings (health centre, school, water supply for populations); c) from any housing; cultural sites, archaeological areas, sensitive wetlands, forest reserves or any other valued ecosystem component, or on high or steep ground or in areas of high scenic value. d) Where it is not possible to keep distances, permission shall be obtained from the appropriate authorities. 		
	10.7 Discourage construction workers from engaging in the exploitation of natural resources such as hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities.		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
	10.8 After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and allows natural regeneration of vegetation.		
	10.9 Minimize long-term visual impacts.		
11. Selection of borrow areas, backfill material stockpile sites and access road	11.1 Prevent and minimize the impacts of borrow areas or areas to be excavated, backfill material stockpile locations and access roads, quarrying, earth borrowing, piling and building of temporary construction camps and access roads on the biophysical environment including protected areas and arable lands; local communities and their settlements. After termination of the works, in as much as possible restore/rehabilitate all sites to acceptable standards.		
	11.2 Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution. Build perimeter drains around stockpile areas. Locate sediment and other pollutant traps at drainage exits.		
	11.3 Obtain appropriate licenses/permits from relevant authorities, including traditional authorities if appropriate, to operate quarries or borrow areas.		
	11.4 Deposit any excess material in areas approved by local authorities.		
	11.5 Take measures to avoid that stagnant water in uncovered borrow pits creates breeding grounds for mosquitoes.		
	11.6 If disposal sites for clean spoil are necessary, locate them in areas approved by the Employer, of low land use value and where they will not result in material being easily washed into drainage channels. Whenever possible, place spoil materials in low-lying areas, compact and plant with species indigenous to the locality.		
12. Pollution prevention	12.1 For all works minimize pollution risk (e.g. liquid effluents; air emissions; noise and vibration management; vehicle and equipment maintenance and selection; fuel, oil and chemical storage and handling).		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
	12.2 Identify potentially toxic overburden and screen with suitable material to prevent mobilization of toxins.		
	12.3 Use in as much as possible, local materials to avoid importation of foreign material and long-distance transportation.		
13. Effluents	13.1 Contain and store construction wastewater appropriately, including sanitary water. Do not discharge untreated effluents.		
14. Emissions and dust	14.1 Comply with national requirements for emissions.		
	14.2 Minimise the effect of dust on the surrounding environment resulting from earth mixing sites, asphalt mixing sites, dispersing coal ashes, vibrating equipment, temporary access roads, etc. to ensure safety, health and the protection of workers and communities living in the vicinity of dust producing activities. Use best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.		
	14.3 Use vehicles in appropriate technical conditions and provide emissions control equipment where applicable (e.g. filters).		
	14.4 Switch off vehicles when not in use.		
	14.5 Keep speed limits on site.		
	14.6 Sensitise drivers with regards to all measures with regards to avoiding dust and emissions and safe driving.		
15. Noise and vibration	15.1 Avoid operations and vehicle movements at night. Sensitise drivers.		
	15.2 Set traffic speed limits. Sensitise drivers.		
	15.3 Locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas).		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
	15.4 Keep noise levels emanating from machinery, vehicles and noisy construction activities (e.g. excavation, blasting) at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities.		
16. Waste	16.1 If not otherwise instructed by the Employer, identify waste management facilities and waste management contractors. Ensure disposal through waste contractors, licensed for treatment/removal/recycling of each of the waste types, if existent.		
	16.2 Properly collect all wastes produced including containers, litter and any other waste generated during the construction and dispose and segregate at designated disposal sites in line with applicable government waste management regulations.		
	16.3 Minimise the waste production to the extent possible.		
	16.4 Check that areas for depositing hazardous materials such as contaminated liquid and solid materials are approved by the Employer and appropriate local and/or national authorities before the commencement of work. Use existing, approved sites over the establishment of new sites.		
	16.5 Bund all vessels (drums, containers, bags, etc.) containing oil/fuel/surfacing materials and other hazardous chemicals in order to contain spillage.		
	16.6 Remove construction waste left in stockpiles along the road, and reuse or dispose of on a daily basis.		
17. Vegetation clearing	17.1 Limit vegetation clearing to areas within the site boundary where it is strictly necessary.		
	17.2 Avoid clearing mature trees and endangered species.		
	17.3 Do not clear vegetation more than two months in advance of operations.		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
18. Biodiversity management	18.1 Avoid to the extent possible areas of ecological value.		
	18.2 Avoid disturbances on flora and fauna and natural habitats.		
	18.3 Avoid forest fires.		
19. Erosion and sediment transport	19.1 If construction takes place on inclined surfaces/slopes, take appropriate erosion control measures (e.g. retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels).		
	19.2 Appropriately store removed topsoil. After construction, use topsoil as backfill for restoration of the area.		
	19.3 Topsoil shall not be stored in large heaps. Low mounds of no more than 1 to 2 m high are recommended.		
	19.4 Soils shall not be stripped when they are wet as this can lead to soil compaction and loss of structure.		
	19.5 Re-vegetate stockpiles to protect the soil from erosion, discourage weeds and maintain an active population of beneficial soil microbes.		
20. Site rehabilitation	20.1 To the extent practicable, reinstate construction working areas and natural drainage patterns where they have been altered or impaired after construction activities are completed. Rehabilitate the site progressively so that the rate of rehabilitation is similar to the rate of construction. Revegetate with plant species that will control erosion, provide vegetative diversity and, through succession, contribute to a resilient ecosystem. If appropriate, for larger revegetation areas consult experts.		
	20.2 Avoid that rehabilitated areas pose health and safety risks (such as holes, ponds).		
	20.3 Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
	20.4 Re-establish existing water flow regimes in rivers, streams and other natural or irrigation channels where they have been disrupted due to works being carried out.		

B 2 Health and Safety			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
22. Health and safety plan	<p>22.1 Develop an Occupational Health and Safety (OHS) Plan, appropriate to the ESHS impacts and risks level of the works to be carried out. Set a minimum of OHS Standards for each task. Implement prevention, protection and monitoring measures as described in the OHS Plan.</p> <p>The OHS Plan shall include at least:</p> <ul style="list-style-type: none"> • Provisions to guarantee a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the work areas, including physical, chemical, biological, and radiological hazards; • Provisions of preventive and protective measures, including management and safety of hazardous materials; • Training of workers; • Documentation and reporting of occupational accidents, diseases, and incidents; • Emergency preparedness and response arrangements; • Provisions for appropriate securing of the sites and work-places (e.g. fencing, signage); • If appropriate: Appointment of site security personnel; • Road safety measures; • First aid and medical assistance; • ESHS measure at community level to avoid community exposure to health issues (see also Paragraph 47). 		

B 2 Health and Safety			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Compliance Yes/No	Please explain in case of No
23. Occupational Health and Safety (OHS) Reporting	23.1 Document in a structured and transparent system, (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations.		
	23.2 Produce an OHS report documenting OHS performance and progress (e.g. statistics: month, number of workers, number of health and safety staff on site, number/type of OHS trainings); number of near misses, first aid cases, incidents with more than three days of absence, fatalities; summary of all accidents resulting in more than three days of absence (accident details to be enclosed in the Annex); third party incidents (e.g. community members, road traffic etc.)..		
24. Accident reporting procedure	24.1 Record all health and safety related incidents (e.g. observations, accidents, witness statements) on site and follow up immediately and properly. A reportable incident includes any accident to any person on site requiring medical attention or resulting in the loss of working hours or that resulted, or could have resulted in injury, damage or a danger to the works, persons, property or the environment. If applicable, the Contractor will also notify and report of incidents of subcontractors and suppliers (in particular those for major supply items).		
	24.2 Inform the Employer immediately of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behaviour of the personnel of the Contractor.		
	24.3 Inform the Employer as soon as possible of any near-accident (or near misses) relating to the execution of the works, which, in slightly different conditions, could have led to bodily injury to people, or damage to private property or the environment.		
28. Personal protective equipment	28.1 Make sure that all workers wear Personal Protective Equipment (PPE) (hardhats, masks, safety glasses, safety boots etc. depending on project type).		

B 2 Health and Safety			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Com- pliance Yes/No	Please explain in case of No
31. Emergency scenarios prevention	31.1 Provide necessary prevention equipment on site in line with applicable regulations to respond to emergency scenarios, e.g. fire, explosion, floods, natural hazards, etc.		
	31.2 Immediately clean any spills and remediate contaminated areas.		
	31.3 Maintain high standard in housekeeping on site to avoid emergencies. Properly store construction materials and light equipment.		
	31.4 Train the workers to handle emergency situations.		
33. First-aid	33.1 Keep minimum first aid equipment and provisions on site (e.g. suitably stocked first-aid kits; a person, respectively an adequate number of trained first-aid helpers, inform staff and workers about first-aid arrangements).		
37. Access to health care and training	37.1 Organize for the workforce access to medical treatment within or in the vicinity of the Project Area.		
	37.2 Make contingency arrangements for transporting injured persons to a hospital as quickly as possible.		
40. Hygiene, accommodation and food	40.1 Provide clean and functional hygienic and sanitary facilities and, if applicable accommodation and food, at the site, including shaded welfare areas, bathrooms, toilets, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees.		
	40.2 Organize for the workforce adequate accommodation if applicable, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, fire and disease-carrying animals, adequate sanitary and washing facilities, adequate lighting, and basic medical services, in accordance with all applicable health and safety regulations and norms.		

B 3 Local labour and relations with local communities			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
42. Labour conditions	42.1 The Contractor complies with labour standards as both per national laws and ILO Fundamental Conventions (e.g. prohibit child labour under minimum age; forced labour; sexual assault; discrimination; ensure non-discrimination and equal opportunities of workers; provide information to workers that is clear and understandable regarding their terms and conditions of employment; respect their rights related to hours of work, wages, overtime, benefits at the beginning of the work; ensure payment on a regular basis etc.). Grant the same rights to contracted workers, community workers and primary supply workers.		
	42.2 Develop and implement labour management procedures which set out the way workers will be managed in accordance with the standards mentioned above in Paragraph 42.		
	42.3 Establish a simple but functional complaints mechanism that all workers have access to (e.g. letter boxes which are emptied regularly) and are aware of so that they can raise workplace relevant complaints anonymously (e.g. about unfair treatment, unsafe driving).		
43. Local recruitment	43.1 Prioritise local employment and staff from local communities for the supply of goods and services to the works and local workforce, where appropriate.		
	43.2 Provide additional specialised training to local workforce in skills required by contractor (i.e. administrator, driving etc.).		
44. Transport	44.1 Organise carpools/buses for worker transportation where needed.		
45. Workers accommodation	45.1 If workers campsites need to be installed, ensure that accommodations provide separate toilets and locker rooms for women and men; hygiene and electrical/fire safety standards are maintained; workers have access to an adequate and convenient supply of free potable water; there are no triple deck bunks; mattresses and linens are provided.		

B 3 Local labour and relations with local communities			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Comp- liance Yes/No	Please explain in case of No
46. Meals	46.1 If applicable, provide for at least two meals per shift to local personnel pursuant to proper hygiene conditions. If no canteen is available, pay workers at least for a minimum of 2 meals per day per shift.		
47. Community interaction and safety	47.1 Engage, communicate with and inform communities and local authorities about the works. Obtain local knowledge regarding chance finds and land acquisition matters.		
	47.2 Initiate an efficient grievance mechanism and timely grievance redress to allow potentially affected individuals to raise their concerns regarding damages and disturbances caused by the Contractor or sub-contractors.		
	47.3 Undertake all measures necessary to avoid conflicts with local communities regarding water demands.		
	47.4 Abstract both surface and underground water only after consultation with the local communities and after obtaining a permit from the relevant water authority.		
	47.5 In order to avoid accidents in particular related to the creation of water reservoirs/ ponds or construction site dumps, excavation areas: <ul style="list-style-type: none"> • Take necessary precaution measures to protect children/residents/workers from falling into ponds, excavation areas, etc. • Restrict access to these areas; install climbing ladders in ponds; install signs and rescue ropes and lifebuoys. • Prepare for emergencies and response arrangements. • Sensitise the population including local primary schools 		
48. Damage to people and property	48.1 Train workers and drivers to respect the safety and rights of neighbouring people, communities and their properties to avoid disturbances. Supervise that they respect communities' houses, cultures, animals, properties, customs and practices.		

B 3 Local labour and relations with local communities			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Compliance Yes/No	Please explain in case of No
	48.2 Appropriately fence, protect, light and sign-post site areas. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to the sites to non-workers.		
49. Land acquisition and land take	49.1 Check if permissions for building or storing/stocking material have been obtained, including if relevant from local authorities or private landholders. Obtain confirmation that in case of necessary resettlements, people have been compensated and if applicable, have been resettled.		
50. Traffic management	50.1 Establish signage and create public awareness of increased traffic and of potential hazards caused by construction equipment near the Project Area and laydown areas.		
	50.2 Reduce accidents, by minimizing vehicle movements; train drivers for driving and security and check that they have the appropriate permits for driving vehicles.		
51. Fossils/ Archaeological Chance Finds	51.1 If applicable, establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils.		
	51.2 Report all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) immediately to the relevant authority and avoid construction in the vicinity of a chance find, fence the chance find and await instructions from the competent authority.		

PART 3 – CONDITIONS OF CONTRACT (CC) AND CONTRACT FORMS

Section VIII. General Conditions (GC)

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

[name of Employer]

[name of Contract]

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The conditions of Contract are the “General Conditions” which form part of the Short Form of Contract first edition 1999 published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) and the following “Particular Conditions” which are the Employer created amendments and additions to such General Conditions.

Copies of the FIDIC Short Form of Contract can be obtained from:

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World Trade Centre II

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Fax: +41 22 799 49 01

email: fidic@fidic.org

www: <http://www.fidic.org>

Section IX. Particular Conditions

Note	It is intended that the Short Form of Contract will work satisfactorily without any Particular Conditions. However, if the requirement of the project makes it desirable to amend any Clause or to add provisions to the Contract, the amendments and additions should be set out on pages headed Particular Conditions. Care should be taken with the drafting of such Clauses especially in view of the high priority given to the Particular Conditions by Sub-Clause 1.3.
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Appendix 1 to Particular Conditions of Contract KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1) Sanctionable Practice

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

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

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

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.

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

2) **Social and Environmental Responsibility**

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁹ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and

⁹In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Section X. Contract Forms

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Notification of Award

Letter of Acceptance *[Letterhead paper of the Employer]*

[Date]

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

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

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

Authorized

Signature:

Name and Title of Signatory:

Name of institution:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the sum of [*insert Contract Price or Ceiling in words and figures, expressed in the Contract currency(ies)*] (hereafter called "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) The Letter of Acceptance;
 - (ii) The Letter of Bid and Appendix to Bid (including the signed Declaration of Undertaking);
 - (iii) The addenda Nos _____ (if any);
 - (iv) The Particular Conditions (if any);
 - (v) The General Conditions;
 - (vi) The Specifications;
 - (vii) The Drawings;
 - (viii) The completed Schedules; and
 - (ix) The Contractor's Bid and any other documents forming part of the contract.
 3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the
Contractor)

Bid Security

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[Insert project, object of the contract/brief description of the works]* under Invitation for Bids No. *[Insert National Competitive Bidding number]* ("the NCB").

We, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, waiving all objections and defences, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form (the Bid Validity Period"); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee shall expire not later than *[Insert expiry date]*¹⁰.

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

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

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

Place, date

Guarantor's authorized signature(s)

¹⁰Pursuant to ITB Clause 19.3 the guarantee must be valid for at least 42 days beyond the bid validity.

¹¹In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

Advance Payment Security

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the contract and brief description of Works]* (hereinafter called “the Contract”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[Insert amount and currency in words and figures]*¹², representing *[Insert percentage in words and figures]*% of the contract price, is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

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

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Purchaser and the Purchaser’s country]*.

[For guarantees issued in local currency insert the following:

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) per cent of the Accepted Contract Amount, less provisional sums, has been certified

¹²This guarantee must be issued in the contract currency only.

for payment, or on the *[Insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date, by letter or encoded telecommunication.

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

[As preferred option regarding guarantee rules insert¹³: 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.]

¹³In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

Performance Security

Beneficiary: *[Insert name and Address of Purchaser]*
Date: *[Insert date of issue]*
PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*
Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]*¹⁴ upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Purchaser and the Purchaser's country]*.

[For guarantees issued in local currency insert the following:

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

This guarantee shall expire not later than *[Insert expiry date]*¹⁵.

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

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

[As preferred option regarding guarantee rules insert¹⁶: 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.]

Place, date

Guarantor's authorized signature(s)

¹⁴This guarantee shall be issued in the contract currency only.

¹⁵The guarantee shall be valid for at least 28 days from the date of contractual contract completion (including warranty obligations).

¹⁶In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

Retention Money Security

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

Date: *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]*¹⁷ upon receipt by us of the Beneficiary’s first demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for the demand or the sum specified therein.

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

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Purchaser and the Purchaser’s country]*.

[For guarantees issued in local currency insert the following:

¹⁷The Guarantor shall insert an amount representing the amount of the second half of the Retention money or if the amount guaranteed under Performance Guarantee when the Taking-Over Certificate is issued, is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated in the contract currency(ies) only.

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

This guarantee shall expire not later than *[Insert expiry date]*¹⁸.

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

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

[As preferred option regarding guarantee rules insert¹⁹: 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.]

Place, date

Guarantor's authorized signature(s)

¹⁸Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in the Appendix to Bid. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to an 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."

¹⁹In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.