

German Financial Cooperation with ACTED South Sudan

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

Prequalification Document

for

Procurement of Infrastructure – Roading Construction

Employer: ACTED South Sudan, Western Equatoria State

25/05/2023

BMZ 2019 40 592

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ART 1 – Prequalification Procedures

Section I. Instructions to Applicants

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Section I. Instructions to Applicants

A. General

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| 1. Scope of Application | 1.1 In connection with the Invitation for Prequalification indicated in Section II, Prequalification Data Sheet (PDS), the Employer ¹ , as defined in the PDS , issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VII, Scope of Works. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the PDS . The International Competitive Bidding (“NCB”) number corresponding to this prequalification is also provided in the PDS . |
| 2. Source of Funds | 2.1 The Employer as indicated in the PDS 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 PDS . The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted. |
| 3. Corrupt and Fraudulent Practices | <p>3.1 KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Applicants 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 the submission of the Application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.</p> |
| 4. Eligible Applicants | 4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section V - or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, bidding (in the event the Applicant submits a bid) and during contract execution (in the event the Applicant is awarded the Contract). Unless specified in |

¹ Instead of Employer, the term Project Executing Agency or Contracting Authority might be used interchangeably.

the **PDS**, there is no limit on the number of members in a JV.

- 4.2 A firm may apply for prequalification both individually, and as part of a JV, or as a subcontractor. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture. However, a firm may participate as a subcontractor in more than one bid, but only in that capacity. Bids submitted in violation of this procedure will be rejected.
- 4.3 KfW's eligibility criteria for prequalification are described in Section V – Eligibility Criteria.
- 4.4 Applicants shall not have a conflict of interest. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest for the purpose of this prequalification process, if the Applicant:
- (a) Directly or indirectly controls, is controlled by or is under common control with another Applicant; or
 - (b) Receives or has received any direct or indirect subsidy from another Applicant; or
 - (c) Has the same legal representative as another Applicant; or
 - (d) Has a relationship with another Applicant, directly or through common third parties, that puts it in a position to influence the application of another Applicant, or influence the decisions of the Employer regarding this prequalification process; or
 - (e) 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 prequalification; or
 - (f) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
 - (g) 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 loan) who: (i) are directly or indirectly involved in the preparation of the prequalification documents or specifications of the contract, and/or the prequalification evaluation process; 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 KfW throughout the procurement process and execution of the contract.

- 4.5 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.
- 4.6 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by 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.

B. Contents of the Prequalification Documents

- 6. Sections of Prequalification Documents**
- 6.1 These Prequalification Documents consist of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- (a) Section I. Instructions to Applicants (ITA).
- (b) Section II. Prequalification Data Sheet (PDS).
- (c) Section III. Qualification and Evaluation.
- (d) Section IV. Application 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. Scope of Works.
- 6.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.
- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its application all information or documentation as is required by the Prequalification Documents.
- 7. Clarification of Prequalification**
- 7.1 A prospective Applicant requiring any clarification of the Prequalification Documents shall contact the Employer in writing

Documents

at the Employer's address indicated in the **PDS**. 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 the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated in the **PDS**, the Employer shall also promptly publish its response at the web page identified in the **PDS**. Should the Employer deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.

8. Amendment of Prequalification Documents

- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Prequalification Documents and shall be communicated in writing to all prospective Applicants who have obtained the Prequalification Documents from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified in the **PDS**.
- 8.3 To give prospective Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

C. Preparation of Applications**9. Cost of Applications**

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

10. Language of Application

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

11. Documents Comprising the Application

- 11.1 The Application shall comprise the following:
- (a) The Application Submission Sheet, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is an association, the Application Submission Sheet shall also describe the form of association and list the association

members.

- (b) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with ITA 4.1 to submit the Application on behalf of the Applicant. If the Applicant is a JV, the Power of Attorney shall be provided by the Lead Member nominated in the JV Agreement or in the Declarations of Association, submitted in accordance with ITA 4.1. If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Member, if so nominated in accordance with ITA 4.1, a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the Presentation shall describe the Applicant's type of entity, ownership structure and organization chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the Presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV. Where the Applicant's qualifications to carry out the assignment have been acquired as a result of a merger or acquisition, the presentation must include a detailed business history of the Applicant.
- (d) Statements and Declarations: False information provided in the following Statements and Declarations by the Applicant or in the case of an JV by any of the JV members shall lead to the exclusion of the Applicant from the tender process:
 - (I) If the Applicant is an existing JV, the Applicant shall submit a proof of the existing Association Agreement, indicating the Lead Member. If the Applicant is a JV, which the members intend to form for the purpose of executing the contract, each member of the association shall submit a Declaration of Association, indicating the Lead Member, in the format provided in Annex Section IV, Application Forms.
 - (II) Declaration of Undertaking in the format provided in Section IV, Application Forms. If the Applicant is a JV, only one Declaration of Undertaking must be submitted, i.e. the representative of the JV can sign on behalf of the JV subject to a power of attorney.
 - (III) Financial Capacity Statement in the format provided in Section IV, Application Forms and supported by the Applicant's Balance Sheets and Profit and Loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All Balance Sheets and Profit and Loss Statements shall be certified by a reputable auditor.

- (IV) List of project references in the format provided in Section IV, Application Forms. Unless otherwise stated in the **PDS** the references shall be limited to a maximum of 10 projects carried out during the 5 years preceding the publication of this prequalification document. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
 - (V) List of Available Expertise and Human Resource Capacity in the format provided in Section IV, Application Forms.
 - (e) All Application forms and required attachments, provided in Section IV, Application Forms. If the Applicant is a single entity, in accordance with ITA 4.1, it should not include form ELI 1.2 in its application.
 - (f) Any other documents required in the **PDS**.
- 11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.
- 12. Application Submission Form** 12.1 The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant** 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete and sign the Declaration of Undertaking as provided in Section IV, Application Forms without any alteration to its format and furnish supporting documentation as specified in Forms ELI 1.1, ELI 1.2(a), and ELI 1.2(b).
- 14. Documents Establishing the Qualifications of the Applicant** 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification and Evaluation, the Applicant shall provide the information requested in the corresponding Forms included in Section IV, Application Forms.
- 15. Signing of the Application and Number of Copies** 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV, designated in accordance with ITA 4.1, on behalf of the JV.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the **PDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

D. Submission of Applications

- 16. Sealing and** 16.1 The Applicant shall enclose the original and the copies of the

- Identification of Applications**
- Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant.
 - (b) be addressed to the Employer, in accordance with ITA 17.1; and
 - (c) bear the specific identification of this prequalification process indicated in the **PDS** 1.1.
- 16.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.
- 17. Deadline for Submission of Applications**
- 17.1 Applicants may either submit their applications by mail or by hand. Applications shall be submitted in accordance with the instructions, including the address and deadline, stipulated in the **PDS**.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in accordance with ITA 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 18. Late Applications**
- 18.1 Late Applications received after the deadline indicated in ITA 17.1 will be rejected.
- 19. Opening of Applications**
- 19.1 The Employer shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 18.1.
- 19.2 The Employer shall prepare a record of the opening of Applications, which shall include, as a minimum, the name of the Applicant and whether the Application has been received in time.
- E. Procedures for Evaluation of Applications**
- 20. Confidentiality**
- 20.1 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants, or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the prequalification process (except as specified in 20.1 above), may do so only in writing.
- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification of its application,

to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.

21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer’s request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

22. Responsiveness of Applications

22.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this prequalification document. An Application shall be considered as responsive if the following documents are submitted:

Responsiveness criteria	
1.	Declaration of Undertaking (ITA 11.1 d) (II))
2.	Financial Capability Statements and supporting documentation (ITA 11.1 d) (III))
3.	Application Submission Form (ITA 11.1 a)
4.	Power(s) of Attorney authorizing the representative of the Applicant (ITA 11.1 b)
5.	If the Applicant is an association, either proof of the existing Association Agreement or a Declaration of Association (ITA 11.1 d) (I))

23. Domestic Bidder Price Preference

23.1 A margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification unless otherwise specified in the **PDS**.

24. Subcontractors

24.1 Unless otherwise stated in the **PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).

24.2 A “specialized sub-contractor” is a sub-contractor hired for specialized work as defined by the Employer in Section III 4.2 - Experience. If no specialized work is specified by the Employer as such, sub-contractors experience shall not be considered for Applications evaluation.

F. Evaluation of Applications and Prequalification of Applicants

25. Evaluation of Applications

- 25.1 The Employer shall evaluate the responsive Applications using the factors, methods, criteria, and requirements defined in Section III, Qualification and Evaluation, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used.
- 25.2 Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.1 shall not be considered.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contracts in which they are interested. The Employer shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification and Evaluation are mentioned in Section III.

26. Employer's Right to Reject All Applications

- 26.1 The Employer reserves the right to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

27. Prequalification of Applicants

- 27.1 The Employer shall assess the responsive Applications in terms of the Eligibility and Qualification Criteria and methods set out in Section III, Qualification and Evaluation.
- 27.2 The Employer shall determine the fulfillment of minimum requirements on a pass/fail basis as per Section III, Qualification and Evaluation.
- 27.3 The Employer shall assign a numeric score to each of the sub-criteria, for which a maximum score is provided in accordance with ITA 27.1. All Sub-criteria Scores shall be summed to determine the Applicant's Pre-Qualification Score.
- 27.4 For the purposes of scoring individual Qualification Criteria in accordance with 27.3 the Employer shall apply the following qualitative approach:
- (a) 100% of the max. score: Excellent if the Application substantially exceeds the requirement in accordance with the respective sub-criterion. No errors or omissions are noted.
 - (b) 75% of the max. score: Good, if the Application meets or marginally exceeds the requirement in accordance with the respective sub-criterion. Minor errors or omissions noted.
 - (c) 50% of the max. score: Unsatisfactory if the Application

marginally falls short of the requirement in accordance with the respective sub-criterion. Major errors or omissions noted.

- (d) 25% of the max. score: Poor if the Application substantially deviates from or indicates misunderstanding of the requirement in accordance with the respective sub-criterion. Major errors or omissions are noted comprising the fulfilment of the sub-criterion.
- (e) 0 % of the max. score: Insufficient / Fail, if the Application does not meet the requirement at all in accordance with the respective sub-criterion or does not provide any information regarding the requirement.

27.5 An Applicant shall be considered prequalified if:

- (a) its application is considered responsive in accordance with ITA 22.1 and.
- (b) its application has met the pass/fail requirements in accordance with ITA 27.2 and.
- (c) the Application scored at least 70 points out of 100 points in accordance with ITA 27.3.

28. Notification of Prequalification

- 28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.

29. Invitation for Bids

- 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.
- 29.2 Bidders may be required to provide a Bid Security acceptable to the Employer in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents.

**30. Changes in
Qualifications of
Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if (i) as a consequence of the change, the Applicant no longer meets the qualification criteria set forth in Section III, Qualification and Evaluation; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

Section II. Prequalification Data Sheet

A. General

ITA 1.1	<p>The Employer is ACTED South Sudan Flora Daudre – Country Logistics Manager Thomas Kenyi, - Infrastructure Project Manager PLOT NO 64, AX11 Hai Cinema Juba, South Sudan</p> <p>The list of contracts (lots) comprising the NCB is: 2 Construction of 30km (20kms & 10kms) of Roothing in Maridi County, Western Equatoria, South Sudan:</p> <p>Lot 1: 20kms road construction from Maridi to Embe Lot 2: 10kms road construction from Maridi to Mudabai</p> <p>NCB name and number are: Infrastructure – Roothing Construction, Ref N° PQ/32EFU/K10/PBR/MARIDI/25052023</p>
ITA 2.1	The name of the Project is: Reconstruction & strengthening of productive infrastructure & value chains across a displacement-affected region in South Sudan.
ITA 4.2	Maximum number of members in the JV shall be: 2

B. Contents of the Prequalification Documents

ITA 7.1	<p>For clarification purposes, the Employer's address is:</p> <p>Attention: Flora DAUDRE and Thomas Kenyi</p> <p>Address: PLOT NO 64, AX11 Hai Cinema Juba, South Sudan</p> <p>City: Juba</p> <p>Country: South Sudan</p> <p>Electronic mail address: south-sudan.tender@acted.org cc tender@acted.org</p>
ITA 7.1 & 8.2	Web page: https://www.acted.org/en/call-for-tenders/

C. Preparation of Applications

ITA 10.1	<p>The Application as well as all correspondence shall be submitted in English.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITA 11.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <p><i>Company registration documents.</i></p> <p>With reference to Section VII Scope of Work 15. Documentation Deliverables, future documents will be required in the second stage of the process for the tender submission.</p>
ITA 15.2	<p>In addition to the original, the number and type of copies to be submitted with the Application is: 1</p>
D. Submission of Applications	
ITA 17.1	<p>The Original Application shall be submitted not later than</p> <p>Date: [28/06/2023]</p> <p>Time: [4pm, Juba local time]</p> <p>at the following address, which shall be the controlling address for the purposes of the timely submission of the Application:</p> <p>Attention: Flora DAUDRE and Thomas Kenyi</p> <p>Address: PLOT NO 64, AX11 Hai Cinema Juba, South Sudan</p> <p>City: Juba</p> <p>Country: South Sudan</p>
ITA 19.1	<p>The opening of the Applications shall be at [29/06/2023, 2pm at ACTED Juba office]</p>
E. Procedures for Evaluation of Applications	
ITA 23.1	<p>A margin of preference shall not apply.</p>
ITA 24.1	<p>At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance (nominated subcontractors).</p>

Section III. Qualification and Evaluation

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.

- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country. Any error in determining the exchange rates in the Application may be corrected by the Employer.

In chapter 5 of this section the environmental, social, health and safety (ESHS) requirements are defined in accordance with the specific ESHA challenges of the contract.

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.3	KfW Eligibility	Not being ineligible for KfW financing, as described in ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Declaration of Undertaking
1.4	Government-Owned Entity	Meet conditions of ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination of a contract did not occur as a result of contractor's default in the past five (5) years	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITA 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more than one hundred percent (100%) of the Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-2

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities: Liquidity	(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as: EUR 357,949 for Lot 1 (20kms road Maridi to Embe) EUR 178,974 for Lot 2 (10kms road from Maridi to Mudubai) for the subject contract(s) net of the Applicants other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN-3.1 with attachments and FIN-3.3
3.2	Financial Capabilities: Other Sources of Finance	(ii) The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Forms FIN-3.1 and FIN-3.4
3.3	Financial Capabilities: Financial Position	(iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last 3 years shall be submitted and must demonstrate the current soundness of the Applicant's financial position based on the following criteria:	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-3.1 with attachments

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		a) Liquidity ratio ≥ 1.1 $\frac{\text{Current Assets}}{\text{Current Liabilities}} \geq 1.1$ b) Indebtedness ratio $\leq 80\%$ $\frac{\text{Total Liabilities} * 100}{\text{Total Assets}} \leq 80\%$					
3.4	Average Annual Construction Turnover <i>[As an indication, the specified amount should range between 1.5 and 2 times the estimated annual invoice amount under the contract]</i>	Minimum annual construction turnover of twice the amount of the bid provided by the Applicant and per lot calculated as total certified annual payments received for contracts in progress and/or completed.	Must meet requirement	Must meet requirement	Must meet <i>[twenty five]</i> <i>[25]</i> % of the requirement	Must meet <i>[forty]</i> <i>[40]</i> % of the requirement	Form FIN-3.2
4. Construction Experience							
4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 3 years, starting 1 st January 2020	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-4.1
4.2	Specific	Similar ² contracts, satisfactorily and	Must meet	Must meet	N/A	N/A	Form EXP-4.2

² The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
(a)	Construction & Contract Management Experience	substantially ³ completed as a prime contractor, joint venture member ⁴ , management contractor or subcontractor ⁴ between 1st January 2017 and date of submission and application submission deadline 28/06/2023] of minimum value of €1,000,000 for Lot 1 and €1,000,000 for Lot 2.	requirement	requirements			(a)
4.2 (b)	Construction Experience in key activities	For the above or any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor ⁴ on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities successfully completed ⁵ : <ul style="list-style-type: none"> • 400kms of marram roading in South Sudan • Construction of 200 culverts and 10 concrete bridges in rural South Sudan. • Contract works under environmental and social restrictions in South Sudan 	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below [<i>list key activities and the corresponding minimum requirements</i>]	Form EXP-4.2 (b)

³ Substantial completion shall be based on 80% or more works completed under the contract.

⁴ For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.

⁵ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
5. Environmental and Social and Health and Safety (ESHS) Experience and Capacity							
5.1	Certificates <i>[required only if marked ③ or ② in Form CER-5.1, otherwise insert N/A, further explanation see preface to Form CER-5.1]</i>	Availability of a valid ISO certification as below or internationally recognized equivalent (equivalence to be demonstrated by the Applicant) <ul style="list-style-type: none"> - Quality Management certificate ISO 9001 or Equivalent for South Sudan context - Environmental management certificate ISO 14001:2014 or Equivalent for South Sudan context - Health and Safety certificate OHSAS 18001 or Equivalent for South Sudan context 	Must meet requirement	N/A	Must meet requirement, if part in JV is substantial (more than 40 (forty) % of the works)	Must meet requirement	Form CER-5.1 Form CER-5.1 Form CER-5.1
5.2	Experience in Projects with significant ESHS Impact	For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor ⁶ on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum specific experience relating to the following ESHS requirements ⁶ :	Max. 30 points	Max. 30 points ⁷	N/A	Must have executed at least 3 contract(s) demonstrating experience with the key ESHS requirements as listed in the Requirements	Form EXP-5.2

⁶ For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.

⁷Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		<ul style="list-style-type: none"> • Occupational Health and Safety with requirement to provide a Health and Safety Management Plan • Grievance redress mechanism • Gender Based violence safeguard procedures with requirement to provide a code of conduct for workers • Labour and Influx with requirement to provide an Influx Management Procedure and Labour and Recruitment Plan. • Soil Contamination and Erosion mitigation measures • Traffic Impacts with requirement to provide a Traffic Management Plan • Solid and Effluent Waste Impacts with requirement to provide a Waste Management Plan • Dust (with requirement to Develop a Dust Management Plan) • Archeology and Cultural Heritage with requirement to apply the Chance Find Procedure. 				column.	
5.3	Environmental Capacity	The Applicant must demonstrate that its business setup and operations	Max. 10 points	Max. 10 points ⁷	N/A	N/A	Form ENV-5.3

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		<p>meet the minimum requirements towards an effective environmental management system:</p> <p>The qualitative assessment of the Applicant's compliance will be carried out in terms of the scoring method described in ITA 27.4. The sub-criterion score will be calculated by adding the requirement scores.</p>					
5.4	Occupational Health and Safety Capacity	<p>The Applicant must demonstrate that its business setup and operations meet the minimum requirements towards an effective health and safety management system.</p> <p>For assessment and scoring see note in 5.3. above</p>	Max. 10 points	Max. 10 points ⁸	N/A	N/A	Form OHSAS-5.4
5.5	Socially Responsible Work Implementation	<p>The Applicant must demonstrate a comprehensive understanding of the requirements regarding work site implementation and operation.</p> <p>For assessment and scoring see note in 5.3. above</p>	Max. 20 points	Max. 20 points ⁸	N/A	N/A	Form LOC-5.5
5.6 a)	ILO Core Labor Standards	Undertaking to fully respect the ILO Core Labor Standards in the Applicant's business practice	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Form (f) and form COC-5.6

⁸ Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
5.6 b)	Ethical business principles	The Applicant must demonstrate that its business setup and operations meet the minimum requirements towards ethical Business principles. For assessment and scoring see note in 5.3. above	Max. 10 points	Max. 10 points ⁸	N/A	N/A	Form COC-5.6
5.7	ESHS and Construction Personnel	The Applicant must demonstrate that it has access to adequate candidates for the ESHS personnel profiles, listed in Section VII, Scope of Works. The candidates must fulfill the minimum specific profile requirements and the general requirements (if any). Combining several candidates to fulfill one candidate profile is not allowed. Providing multiple candidates for a single profile is allowed. For assessment and scoring see note in 5.3. above	Max. 20 points	Max. 20 points	N/A	N/A	PER-5.7

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Application Submission Sheet

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

ICB No.: PQ/32EFU/K10/PBR/MARIDI/25052023

To: *ACTED South Sudan*

We, the undersigned, apply to be prequalified for the referenced NCB and declare that:

- (a) we have examined and have no reservations to the prequalification documents, including Addenda No., issued in accordance with ITA Clause 8: *[insert the number and issuing date of each addenda]*.
- (b) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, have nationalities from eligible countries, in accordance with ITA Sub-Clause 4.3: *[insert the nationality of the Applicant, including that of all parties in case of a JV, and the nationality of each already identified subcontractor and supplier of related services, if applicable]*.
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification do not have any conflict of interest, in accordance with ITA Sub-Clause 4.4.
- (d) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by KfW, and/or we are not subject to sanction from either Germany, the European Union or the United Nations in accordance with the lists of exclusion established by these institutions regarding fight against terrorism in accordance with ITA Sub-Clause 4.3.
- (e) [we are not a government owned entity, **or** we meet the requirements of ITA Sub-Clause 4.1];
- (f) we, including any major subcontractors and suppliers declare that we fully respect ILO Core Labour Standards in our business practice in accordance with ITA Sub-Clause 4.3 and Form COC-5.6.
- (g) we, in accordance with ITA Sub-Clause 24.1, plan to subcontract the following key activities and/or parts of the works: *[insert any of the key activities identified in Section III- 4.2 which the Applicant intends to subcontract]*.
- (h) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any application that you may receive nor to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26.

Signed *[insert signature of the Applicant's representative, authorized in accordance with ITA 4.1, whose name and capacity are shown below]*

Name *[insert full name of person signing the application]*

In the Capacity of *[insert legal capacity of person signing the application]*

Duly authorized to sign the application for and on behalf of:

Applicant's Name *[insert full name of Applicant]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*.

Attachments:

Power of attorney, authorizing the Applicant's representative to act for and on behalf of the Applicant, in accordance with ITA 4.1.

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")⁹

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")¹⁰ subject to its own conditions which are set out in the Funding Agreement it has entered 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 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 organization, 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*

⁹ Capitalized 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".

¹⁰ 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.

Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
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 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 regarding 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 Organisation¹¹ (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 of¹²: _____

Signature:

Dated:

¹¹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

¹² 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.
 5. services.
- 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 currently.

.....
(Place)

.....
(Date)

.....
(Name of the person)

.....
(Signature)

Form ELI-1.1 Applicant Information Form

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

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of constitution: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's legal structure and ownership structure Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. General Presentation of the Applicant (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.) 2. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.1. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITA 4.1 or Declaration of Association as per ELI 1.2(b). <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITA 4.3 documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Applicant is not a dependent agency of the Employer.
3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-1.2 (a) Applicant's JV Information Form

[The following table shall be filled by each member of a JV and, if applicable, by any specialized subcontractor]

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

Each Applicant that is a JV Party and each nominated subcontractor in accordance with ITA 24 must submit this information.

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's legal structure and ownership structure: Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
<p>1. General Presentation of the Applicant (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.)</p> <p>2. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.1.</p> <p><input type="checkbox"/> In case of JV, JV agreement, in accordance with ITA 4.1 or Declaration of Association as per ELI 1.2(b).</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITA 4.3 documents establishing:</p> <ul style="list-style-type: none"> - Legal and financial autonomy - Operation under commercial law - Establishing that the Applicant is not a dependent agency of the Employer. <p>3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form ELI-1.2 (b) Declaration of Association

[The following form shall be provided by each member of a Joint Venture and, if applicable, by any specialized subcontractor, nominated in accordance with ITA 24]

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

We hereby declare our intent to associate with the following firms for the purpose of forming a *[insert here "joint venture"]*:

[Insert the names of the other JV Members here]

[Insert the name of the Lead Member] shall be the Lead Member.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an Application separately from the firms listed above. Further, we understand that if one of the above JV Members appears as a member in more than one Application, all Applications in which the Member appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Member]

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

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Qualification and Evaluation			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification and Evaluation			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification and Evaluation, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification and Evaluation, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Form FIN-3.1 Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each JV Member]

Applicant's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 NCB No. and title: *[insert NCB number and title]*
 Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous 3 years, (Three) (Amount in currency, currency, exchange rate, EUR equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

The Applicant and its parties shall provide copies of financial statements for 3 years pursuant Section III, Qualification and Evaluation, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or JV member, and not an affiliated entity (such as parent company or subsidiary).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹³ for the 3 years required above; and complying with the requirements.

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

Form FIN-3.2 Average Annual Construction Turnover

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

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

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

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

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

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

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	EUR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the EUR equivalent]</i>	<i>[insert EUR equivalent]</i>
		Average Annual Construction Turnover *	

* Total EUR equivalent for all years divided by the total number of years. See Section III, Qualification and Evaluation, Clause 3.2.

Form FIN-3.3 Sources of Finance

[The following table shall be filled in for the Applicant and all members combined in case of a Joint Venture]

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

Financial Resources		
No.	Source of financing	Amount (EUR equivalent)
1		
2		
3		

Form FIN-3.4 Current Contract Commitments / Works in Progress

[The following table shall be filled in for the Applicant and all members combined in case of a Joint Venture]

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

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

Form EXP-4.1 General Construction Experience

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

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

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

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

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

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

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification and Evaluation, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>

Form EXP-4.2 (a)

Specific Construction and Contract Management Experience

[The following table shall be filled in separately for contracts performed by the Applicant or each member of a Joint Venture]

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

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

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

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

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

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		EUR <i>[insert Exchange rate and total contract amount in EUR equivalent]</i>	
If member in a JV or subcontractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in EUR equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Criterion 4.2 of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Construction rate for key activities	<i>[insert yearly rates and items]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>

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

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

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

Applicant's JV Member's Name: *[insert full name]*

Subcontractor's Name¹⁴ (as per ITA 24.2): *[insert full name]*

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

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

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		EUR <i>[insert exchange rate and total contract amount in EUR equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year. <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

¹⁴ If applicable

	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>

2. Key Activity No. Two

3. Key Activity No. Three

Optional: Form EQP-4.3 Specific Construction Equipment

[The following table is optional and depending on the nature of the project, it shall be filled in for contracts performed by the Applicant or each member of a Joint Venture, and if so nominated in accordance with ITA 2.4, nominated sub-contractor]

Applicant's Legal Name: *[insert full name]*

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

International competitive bidding number NCB No.: *[insert]*

Description	Information
List of utilized specific construction equipment	<i>___[based on the specific construction experience in Forms 4.2 (a or b) the Applicant shall provide a list of specific construction equipment, utilized for the execution of the works. The list shall not specify commonly used equipment (ordinary cement mixers or cranes, etc.) but specific equipment related to the specific characteristics of the project as per the form below. For each item one form.]_</i>

Item number:	<i>___ [insert consecutive number]_</i>
Denomination:	<i>___ [insert technical name of the item]_</i>
Purpose:	<i>___ [describe the use of the item in relation to the specific work requirements of the project] ___</i>
Capacity / power rating / quantities, etc.	<i>___ [give details of the capacity / power rating / quantities in relation to the work description]_</i>

Form CER-5.1 Certification

[insert Quality Management, Environmental Management Certification or Health and Safety Certification]

[In case of ESHS level ③ it is mandatory for Applicants to be in the possession of all three valid certificates, in case of ESHS level ② a Quality Management Certificate might be requested. In case of ESHS level ① no certificates shall be required from Applicants. The following table shall be provided by the Applicant for each certificate. Insert NOT APPLICABLE for the certificates, which are not required]

Applicant's Legal Name: _____ Date: _____

Applicant's JV Member name: _____ NCB No.: _____

Description	Information
Identification of the certificate	_____ <i>[insert full name of the certificate]</i>
First award date	_____ <i>[insert day, month, year of first certificate award]</i>
Last update of the certificate	_____ <i>[insert day, month, year of latest renewal, if any]</i>
Issuers Name	_____ <i>[insert full name]</i>
Address	_____ <i>[insert street / number / town or city / country]</i>
Telephone/fax number	_____ <i>[insert phone/fax no., incl. country & city area codes]</i>
E-mail	_____ <i>[insert e-mail address, if available]</i>
Compliance with international standards	The certificate is <i>[select ISO 9001 / ISO 14001:2004 / OHSAS 18001]:</i> <input type="checkbox"/> Yes / <input type="checkbox"/> No
If no, proof of conformity with the international standard by the Applicant	<i>The Applicant shall demonstrate the equivalency of their management systems with the international standards.</i>

Form ESHS EXP-5.2

Experience in Projects with significant ESHS Impact

[The following table shall be filled by the Applicant or in case of a JV the Lead Member. Project references provided here should reflect the ESHS requirements as defined in Section III, 5. If the Applicant is required to demonstrate different ESHS aspects this should be shown separately in the sheet below or in a separate sheet]

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

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

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

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

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

ESHS Contract No. <i>[insert number] of [insert number of S&E contracts required as per Section III, 5.]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		EUR <i>[insert Exchange rate and total contract amount in EUR equivalent]</i>	
If member in a JV or subcontractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in EUR equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

ESHS Contract No. <i>[insert number] of [insert number of ESHS contracts required as per Section III, 5.]</i>	Information and Documentation
1. ESHS Challenges	<i>[describe the ESHS challenges faced in project implementation, including indication of scales/size by reference, if applicable project E&S categorization as per development bank categorization]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	
2. ESHS measures implemented	<i>[description of measures implemented, incl. supporting documentation, if available]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	
3. ESHS knowhow transfer to local staff, local partners and subcontractors	<i>[description of know how transfer and capacity building measures implemented, incl. supporting documentation, if available]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	

Maximum points attributed to above requirements: 30 points

Form ENV-5.3 Environmental Management Capacity

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

Applicant's Legal Name: *[insert full name]*

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

NCB No.: *[insert International competitive bidding number]*

	The Applicant shall demonstrate:	Information and Documentation	ESHS level
1	- the existence of an Environmental Policy <i>[only in case of ESHS level ① insert: and its application and enforcement in project implementation by a) own workforce and b) subcontractors.]</i>	__ <i>[Provide relevant details of the Corporate Values or similar policy documents and declarations]</i> __	① ② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of an Environmental Management System, incl. an adequate organizational set-up for definition, enforcement and monitoring.	__ <i>[Provide details of the organizational set-up and procedures for relevant issues within your company, for qualification details of relevant key staff see Form PER-5.7]</i> __	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- that all members of a JV, suppliers, subcontractors, and temporary workforce a) are aware of and b) comply with the Environmental Management System.	__ <i>[Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.]</i> __	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that regular monitoring and reviews of the status of the Environmental Management System takes place.	__ <i>[Provide details or samples of risk assessments, reviews, audits or reports which are carried out on a</i>	③

		<i>regular basis for the last three years]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	- that procedures exist to respond to and mitigate environmental emergencies and other adverse impacts on work sites.	<i>__ [Provide supporting evidence like emergency manuals (index only), emergency procedures, etc.]__</i>	3
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements: 10 points.

Form OHSAS-5.4 Occupational Health and Safety Capacity

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

Applicant's Legal Name: *[insert full name]*

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

NCB No.: *[International competitive bidding number]*

	The Applicant shall demonstrate:	Information	ESHS level
1	- the existence of an Occupational Health & Safety Policy	__ <i>[Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations]</i> __	① ② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of management system, incl. an adequate organizational set-up for definition, enforcement and monitoring.	__ <i>[Provide details of the organizational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form PER-5.7]</i> __	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- that regular reviews, audits and statistics of Health & Safety events and procedures especially on work sites exist.	__ <i>[Please provide details or samples of risk assessments, reviews, audits or statistical reports which are carried out on a regular basis for the last three years]</i> __	③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that all members of a JV, suppliers (in particular those for major supply items), sub-contractors and temporary workforce a) are aware of and b) comply with the Health & Safety Policy.	__ <i>[Provide information on</i> a) <i>how awareness, know how transfer and enforcement is implemented to external partners</i> b) <i>nature, content, and frequency of internal trainings to employees.]</i> __	③

[insert brief description or, if applicable, short abstract of the documentation annexed]

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Maximum points attributed to above requirements: 10 points.

Form LOC-5.5

Socially Responsible Works Implementation

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

Applicant's Legal Name: *[insert full name]*

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

NCB No.: *[insert International competitive bidding number]*

	The Applicant shall demonstrate:	Documentation	ESHS level
1	- a strategy for staff and labor incl. recruitment of temporary workforce and local labor, worker grievance mechanism, etc.	<i>_ [Provide information and relevant documents, if any]_</i>	① ② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS).	<i>_ [Please provide supporting evidence</i>	① ② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- a comprehensive strategy for staff accommodation, e.g., worksite camps, house rental, security, etc.	<i>_ [Provide information and relevant documents, if any]_</i>	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors	<i>_ [Provide information and relevant documents, if any]_</i>	② ③

[insert brief description or, if applicable, short abstract of the documentation annexed]

5	<ul style="list-style-type: none"> - a strategy for communication and interaction with stakeholders and local communities incl. grievance mechanism, incl. avoidance of damage to property and people 	<p>___ <i>[Provide a concept how this relationship has been managed in former contracts.]</i> ___</p>	<p>3</p>
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[insert brief description or, if applicable, short abstract of the documentation annexed]

Maximum points attributed to above requirements: 20 points.

Form COC–5.6 Ethical Business Principles

[The following table shall be filled by the Applicant or each member of a Joint Venture, whose part in the JV is substantial (more than 40 (forty) % of the works)]

Applicant's Legal Name: *[insert full name]*

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

NCB No.: *[insert International competitive bidding number]*

	The Applicant shall demonstrate:	Documentation	ESHS level
1	- that ILO core labor standards ¹⁵ are fully respected in business operations by explicitly ticking the boxes.	Our business operations respect the core labor standards on: <input type="checkbox"/> Freedom of Association <input type="checkbox"/> Elimination of Forced Labour <input type="checkbox"/> Non-Discrimination <input type="checkbox"/> Abolishment of Child Labour	Pass/ fail ① ② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of a declaration on ethical business principles or similar declaration.	___ <i>[Provide written information and evidence on business principles (code of conduct, conflict of interest, bribery, corruption, bid-rigging, unfair competition, insider rules, confidentiality, money-laundering, etc.)]</i> ___	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- the existence of an adequate organizational set-up to define, enforce and monitor the ethical business principles.	___ <i>[Provide details of the organizational set-up and staffing of the relevant department, for qualification details of relevant key staff see Form PER-5.7]</i> ___	② ③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that all members of a JV, suppliers (in particular those	___ <i>[Provide information on a) how awareness, know how transfer and</i>	②

¹⁵ See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182. In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Bidder / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions.

	for major supply items), subcontractors and temporary workforce a) are aware of and b) comply with these principles.	<i>enforcement is implemented to external partners</i> <i>b) nature, content and frequency of internal trainings to employees.]__</i>	③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	- that a confidential and anonymous mechanism for employees and third parties to report violations of the ethical business principles exists.	<i>__ [Describe the mechanism and the offered reporting channels (ombudsmen, whistleblower scheme, website, etc.)]__</i>	③
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements 2 to 5, requirement 1 is pass / fail: 10 points

Form PER-5.7 List of Available ESHS and Construction Personnel

Complete the list below to demonstrate the extent to which you have access (internally / externally) to ESHS and Construction expertise required for personnel profiles described in Section VII; Scope of Works. Do not attach CVs as no personnel evaluation is carried out at the prequalification stage. It is understood that prequalified Applicants are not required to include staff named below into the proposal.

Name	Designation, in accordance with Section VII, Scope of Works		Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant ¹⁶	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

Maximum points attributed to above requirements: 20 points

¹⁶ For freelance experts (e.g. with retainer contracts or formal agreements) indicate "FE" and how long the expert has been associated with the Applicant. For sub-consultant staff indicate "Sub". Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff.

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 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 Organisation¹⁷ (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

¹⁷In 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.

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

PART 2 – Works Requirements

Section VII. Scope of Works

Construction of 30km (20kms & 10kms) of Roothing in Maridi County, Western Equatoria, South Sudan.

Lot	Item	County	Location	Distance
1	Roothing	Maridi	Maridi to Embe	20kms
2	Roothing	Maridi	Maridi to Mudubai	10kms

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List of Abbreviations

ASTM	American Society for Testing Materials
BoQ	Bill of Quantities
BS	British Standards
CBR	California Bearing Ratio
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
AASHTO American Association of State Highway and Transportation
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)
EN 1097-6 Mechanical or Physical Properties of Aggregates
South Sudan Low Volume Road Design Manual
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
Child Act
World Bank Environmental and Social Standards
Assessment and Management of Environmental and Social Risks and Impacts. (ESS1)
Labour and Working Conditions (ESS2)
Resource Efficiency and Pollution Prevention and Management (ESS3)
Community Health and Safety (ESS4)
Land Acquisition, Restrictions on Land Use and Involuntary Resettlement (ESS5)
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.¹⁸ 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.¹⁹ Flooding affected 67,101 hectares of planted cereals and caused an estimated loss of 37,624 tons of grains from the damaged hectares²⁰ 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

¹⁸ Humanitarian Needs Overview 2022 & 2023

¹⁹ Ibid.

²⁰ South Sudan Flood Report, December 2021 UNFAO

their farm lands.

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	Notes
Roading	km			20	Maridi to Embe
Roading	km			10	Maridi to Mudubai

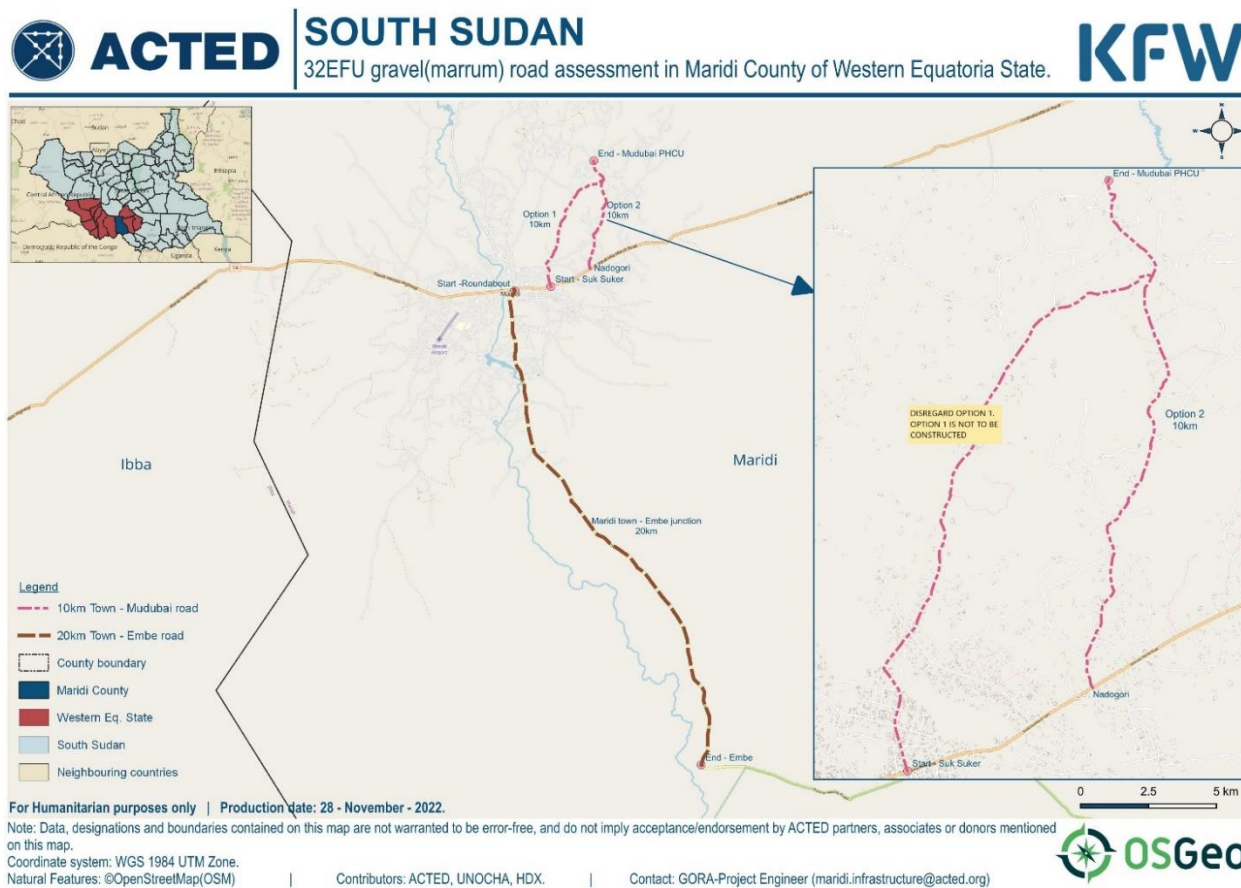


Figure 1: Schematic showing approximate roading for construction. Route from Maridi to Embe is 20kms Lot 1. Route route from Nadogori to Mudubai is 10kms Lot 2. Disregard Option 1 to Mudubai

2. SCOPE OF INFRASTRUCTURE CONSTRUCTION

2.1 Summary

The roading construction works entails supply of all materials and construction of the roading inclusive of ancillary items as per this ToR, drawings, referenced standards and specifications. The Scope of Work for the contractor is to include all items to construct the roading. 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.

2.2 Lots

The Roothing works for the total project have been divided into two Lots. Bidders are requested to submit pricing for the Lots that they propose to complete. Should a bidder propose to perform works for both Lots, the bidder is to provide pricing for each independent Lot accompanied also by pricing for both Lots. The Bid for multiple Lots shall show associated discount in overheads, materials and shared resources. Lots are to run concurrently.

2.3 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		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 compaction)		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	
Training and competency tickets		X	For all heavy equipment being operated
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 /		X	* Should the Bidder identify items not on this list that they wish to clarify as the responsibility of the PEA, the bidder is

Contractor			to notify the PEA through the Tender Clarification Process. Refer to Appendix 7 for the template to be used during submission.
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2.4 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.

Should sections of the works not be complete prior to the rainy season, the newly formed roads shall not be kept without Lateritic Soil cover over rainy season. The contractor shall plan the required equipment and other resources for the completion of the roads (or constructed portions) before heavy rains. ACTED will not be responsible for any damages caused by traffic during rainy periods.

Lot	Item	County	Roading	Length	Commencement Date	Construction Duration incl. Testing & Handover	Completion Milestone Date
1	Roading	Maridi	Maridi to Embe	20km	10/09/2023	200	28/03/2024
2	Roading	Maridi	Maridi to Mudubai	10km	10/10/2023	180	07/04/2024

2.5 Conformity with Plans and Specifications

All work performance 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 same. 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 two sections of roading are shown below.

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.

Lot	Item	County	Location	Coordinates
1	Roading 20kms	Maridi	Maridi to Embe	Maridi Central Approx: 4°54'56.7"N 29°27'56.3"E Embe Appox: 4°45'29.2"N 29°31'40.2"E
2	Roading 10kms	Maridi	Maridi to Mudubai	Nodogori Approx: 4°55'22.3"N 29°29'27.8"E Mudubai Approx: 4°59'09.0"N 29°29'33.4"E

4. GENERAL CONSTRUCTION REQUIREMENTS

4.1 Construction works

Construction works shall be based on the approved design developed by the Contractor. Main activities for this phase, but not limited to those stated below, include as follows:

- Contractual Mobilization and Demobilization
- Earthworks
- Installation of galvanized steel culverts and associated structures
- Construction of new laterite/murram roads
- Creation of quality documentation
- Management of traffic

4.1.1 Contractual Mobilization and Demobilization

The Contractor has thirty (30) working days from the date of receipt of the ‘Notice to proceed’ to complete the contractual mobilization and be ready to start the relevant construction works. The term “Notice to Proceed” means the advice, issued by the PEA, requesting the Contractor to commence the Work within seven (7) working days of receipt of the notice. The Contractor shall then mobilize the necessary personnel, tools, plant and equipment, materials, consumables, supplies, facilities including working and living accommodation, utilities (power and water), transportation, personnel travel, administration, insurance for the duration of entire contract period. The minimum equipment shall be as follows:

- 1 x grader, CAT 12H, 12K, 160K, 140H or equivalent
- 2 x roller-vibrator-compactor with 15-20t minimum operating weight (including 1 x sheep foot)
- 8 x dump truck 16-18m³ capacity
- 1 x excavator, CAT 320D LRR or equivalent
- 1 x 0.6-1.0m³ bucket capacity Front-end Loader/Shovel Type CAT 950K or 950H or equivalent
- 1 x bulldozer, CAT D6 or D7 or equivalent
- 3 x water truck/browser, not less than 14m³

After having rapidly assessed the situation on the ground, the Contractor shall establish in its proposal the number and type of equipment necessary to carry out the work.

The Contractor shall establish his principal construction camp near to the site at a location of his choice. As part of the contractual mobilization, the contractor shall establish its principal construction camp within 30 days from the effective date of the Contract.

Upon the completion of the Work/ end of entire contract period, the Contractor(s) shall demobilize within 15 calendar days from the day the PEA issues the notice.

The Contractor shall submit a Mobilization /Demobilization Plan addressing and describing all environmental aspects in regards to clean-up, disposal of waste and remaining materials and equipment in accordance with applicable environmental standards and policies.

4.1.2 Earthworks

Earthwork covers all works connected with the construction of cuts and fills, removal to spoil of unsuitable or surplus material, construction and compaction of fills using suitable materials from cut or from borrow pits, compaction of the road bed, finishing of cuts and fills to the stage where the sub-grade is ready for the placing of a pavement layer. All suitable materials arising from cuttings or excavations required for the execution of the Works shall be used for the construction of embankments unless such material is surplus to requirements.

Due to the fragile environment, unstable geology and potential hazards associated with slope stability the contractor must carefully consider the type of equipment (and methods) to be employed in order to limit potential damage that may occur during the works. The contractor shall utilize either machinery or manpower resources to carry out excavation, backfilling, additional filling, restoration, depending on the nature of work and geographical condition.

During construction, the works shall be kept well-drained and protected at all times and damaged sections shall be repaired by the Contractor at his own cost. Side drains discharging from cuts and all other drains shall be so constructed as to avoid damage to fill by erosion. Where

necessary for the protection of the environment in areas outside of the works, temporary drainage shall incorporate silt traps or silt fences at the point of discharge.

4.1.3 Installation of galvanized steel culverts and associated structures

Ideally the axis of the Culvert should coincide with that of the natural stream and the structure should be straight and installed at right angle to the pavement. The culvert invert gradient should be the same as the natural streambed to minimize erosion and silting problems.

The contractor should follow these ideal methods as much as possible.

Before laying the pipe or during the pipe laying operations, construct ditches and inlet/outlet free of obstructions in order that proper drainage is provided.

Line and Grade for culvert installation control points should be established. Excavation for bedding material should be closely monitored not to disturb design line and grade of the culvert. If the embankment is first built-up, compacted and then sub-trench excavated, the same process for trenching excavation as outlined on relevant ASTM should be followed. Any discrepancies between the design and actual alignment and pipe invert elevations should be corrected prior to placing the backfill or fill-over pipe.

The contractor shall insure that placement of scour protection and backfill material and compaction thereof will not alter the design/installed invert gradient of both inlet and outlet of the culvert.

4.1.4 Construction of new laterite / murram roads

Materials technical specifications are expected to meet requirements related to maximum particle size, grading, plasticity, and CBR in accordance with the South Sudan Low Volume Road Design Manual and other South Sudanese pertinent laws and regulations.

Unless otherwise instructed by the PEA, the Contractor shall obtain approval for each layer of the works, in embankments, sub-grade, or any gravel or pavement layers and shall not proceed with subsequent layers until each approval is granted. The Contractor shall be required to give reasonable notice to the Engineer to allow any inspection to be carried out. If any test is required to verify compliance with these specifications, then the Contractor shall plan his works so as to allow the Engineer sufficient time to carry out such tests. Unless instructed otherwise, the Contractor may proceed with the Works even though the results of any tests may not yet be available. However, the Contractor shall be required to re-execute work if tests indicate non-compliance with these Specifications. Any approval given by the Engineer shall not relieve the Contractor of any of his obligations under the Contract.

In the absence of site testing facilities, the Contractor will provide a Compaction Method Specification for each of the varying types of fill providing for adequate compaction. The Method Specification requires approval from the contractor prior to approval and use.

4.1.5 Creation of Quality Documentation

The responsibility is with the contractor to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and/or Drawings, and the Contractor must, at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, material technicians, other technicians and other technical staff, together

with all transport, instruments and equipment, to ensure adequate supervision and positive control of the Works at all times.

4.1.6 Management of Traffic

The Contractor shall plan his operation to maintain the flow of traffic through the Works without disruption or delay. Road closures may be permitted by the Engineer in exceptional circumstances. The Contractor shall coordinate with the PEA and give at least 14 days' notice of any proposed road closure.

Upon completion of a day's work, or if the Works are to be left unattended, the Contractor shall leave the Works in such a condition as to allow the safe passage of traffic. The Contractor shall be responsible for complying with all regulations relating to the temporary closure of roads in Western Equatoria State.

Should the road width be restricted or should there be any form of obstruction or danger to traffic, the Contractor shall supply adequate flagmen, signs, barriers, lights, communications and staff to ensure that the traffic is safely conducted through the Works.

The Contractor shall provide, erect and maintain at least two information boards per road in a format acceptable to the Engineer. Each sign shall be of no less than 2m² area and comprise white lettering on a blue background. The following information should be given on each board:

- Project Title
- Name of Project Implementation Organization (ACTED with Donor KFW)
- Contractor's Name

These information boards shall be erected at locations to be selected by the Engineer.

The boards are to be erected as the Contractor commences work on a particular Project road. The Contractor shall be responsible for removing the sign at the end of the Construction phase.

4.1.7 Testing

Final testing and certification of the constructed roads: the testing shall include:

- Road geometry
- Check if the center line is accurately established
- Check if the extra widening and super-elevation at curves is adequate – sharp curves
- Check if the width of the road is adequate
- Check longitudinal gradient and slopes
- Shoulders
- Check the proper density of shoulder material
- Check if shoulder is not too elevated
- Layers
- Dig pits to measure layer thickness
- Check proper density of layer material using sand replacement method
- Check if camber is acceptable
- Check if road use is as comfortable as stated in this SoW
- Drainage
- Scour protection
- Check road works compliance with the SoW in terms of materials, distances and structures.

The testing will be carried out by a third-party engaged by the contractor for such service and the costs involved will be entirely the responsibility of the Contractor. The contractor shall propose at least three companies as third parties to carry out the testing and the PEA reserves right to select the one for the work. A satisfactory outcome of the testing is required for the handover process but does not relieve the Contractor of any Warranty and Defects Liabilities responsibilities.

Project Phases Works under this contract shall be carried out in Two phases:

- Phase One – Construction of the roads
- Phase Two –Testing

Please note that phase one and two are strictly interconnected due to the fact that partial hand-over will be accepted for portions that are finalized. Consequently, each portion that is intended to be handed-over must be successfully tested. A detailed Testing Plan shall be submitted to the PEA for approval before implementation.

Progress and Performance Reports are required at the following milestones, which does not release the Contractor from the Performance Reports required as per the Contract:

- Completion of 100% of each phase with a written approval from the ACTED representative as per Contractor's proposed Project Schedule;
- Completion of 100% of each step/portion of construction works with a written approval from the ACTED representative as per Contractor's proposed Project Schedule; and
- Every 10% of the total value of the contract.

These above-mentioned milestones shall be used as a basis for payment. The Contractor shall not start the contractual mobilization without the "Notice to Proceed" issued by the ACTED Chief Engineer or by his designee. There shall be no mobilization advance provided.

5. TECHNICAL REQUIREMENTS AND SPECIFICATIONS

This section details the minimum technical specifications and performance standards that must be obtained by the Contractor in executing the activities of Phase 1 and 2 outlined in this ToR. Materials technical specifications are expected to meet requirements related to maximum particle size, grading, plasticity, and CBR in accordance with the South Sudan Low Volume Road Design Manual and other South Sudanese pertinent laws and regulations. Refer to Appendix 03 for roading designs and the design technical specification for more information.

5.1 Common embankment fill

Where possible, fill should be taken from within the road alignment (balanced cut-fill operations) or by excavation of the side drains (exception in areas of expansive soils). Borrow pits producing fills should be avoided as far as possible and special consideration should be given to the impacts of winning fill in agriculturally productive areas where land expropriation costs can be high (ref. South Sudan Low Volume Road Design Manual). Cut-fill operation and

borrow areas shall be approved by ACTED Chief Engineer.

5.2 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 roading 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 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.

5.3 Excavation

5.3.1 Excavation General

1. The benchmark surface of various construction points in the roading shall be assigned prior to excavation commencing, and then the excavation must be done according to that point.
2. Excavation should be levelled with the width around foundations allowing adequate working space for the footing to be constructed properly.
3. If at any stage excavation depths exceed 1.4m deep then benching or battering or shoring will be required to stop the collapse of soils and possible harm to people and works under construction.
 - a. Shoring the face of an excavation will proceed as the work of excavation progresses. Shoring may include any suitable system of temporary supports and sheeting material used to maintain the stability of the sides of an excavation.
 - b. The installation and removal of shoring will take place from outside an excavation.
 - c. When removing shoring, the support system will be extracted / dismantled in the reverse order of its installation. Persons performing the work in the excavation will not work outside the protection of the ground support system.
 - d. If battering is implemented, it will commence from the bottom of the excavation. When benching or battering the walls of an excavation, an angle of repose of 45 degrees will not be exceeded
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. Various structures are 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 checked 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.
7. Where trenches pass near or across utility or other services, every precaution must be taken against damaging such services during excavation. These services shall be properly supported in the trench until backfilling is complete and the backfilling must be thoroughly compacted under and around such services. The Contractor shall consider erosion and sediment control measures in their design and sequencing of work packages to ensure that excavated material is not washed into the open excavation or washed as sediment to other areas and drainage. The executive design should outline the measures to be taken to ensure that erosion and sediment controls are considered and implemented. Water shall not be allowed to collect anywhere within the excavations, water shall be disposed of to an approved and appropriate location. Any drainage sumps required shall, where practicable, be sited outside the area excavated for the Works and shall be re-filled with approved material. No groundwater shall be allowed to enter the trenches for the cabling. Every precaution shall be taken to ensure that any of the operations do not adversely affect the surrounding groundwater aquifer, or the stability of the surrounding ground or any adjacent structure.

5.3.2 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.

5.3.3 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.

5.3.4 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.

5.3.5 Removal of Unsuitable Material

Should the Contractor strike solid bed rock during the excavation process, roading is generally to be raised as opposed to commencing rock breaking. Should though rock breaking be required,

the Contractor is to provide cubic meter rates for the removal of bed rock prior to the commencement of removing the rock. 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.

5.3.6 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. All erosion and scour protection is to be installed as per the drawings. This is subject to Field Inspection Checklist sign off.

5.3.7 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.

5.4 Subgrade and Improved Subgrade

The subgrade can be made of the same material as any fill. Where in-situ and alignment soils are weak or problematic, import of improved subgrade may be necessary. As far as possible the requirement to import material from borrow areas should be avoided due to the additional haulage costs. However, import of strong (CBR>9) subgrade materials can provide economies with regard to the pavement thickness design. Where improvement is necessary or unavoidable, mechanical and chemical stabilization methods can be considered (ref. South Sudan Low Volume Road Design Manual).

The table shows Subgrade classes.

Design CBR class	S2	S3	S4	S5	S6
CBR range (%)	3 - 4	5 - 7	8 - 14	15 - 29	30+

5.5 Lateritic road base Gravels

Lateritic material shall show good field performance are that the material is well graded with a high content of hard, or quartz particles with adequate fines content. However, when judging the gradation of a lateritic gravel, it is important to assess its composition to decide if separate specific gravity determinations of the fines and coarse fractions should be made. Thus, if there is a significant difference in the specific gravities of the coarse and fine fractions, the grading should be calculated by use of both volume and mass proportions.

The requirements for selection and use of lateritic gravels for bases are slightly different to those given for other natural gravels. The maximum plasticity index of the lateritic road base is also relaxed. A maximum plasticity index of 9 has been specified for higher traffic levels and weak subgrades. For design traffic levels greater than 0.3 Mesa, a requirement is set that the liquid limit should be less than 30. Below this traffic level, this requirement is relaxed to a liquid limit of less than 35. Where sealed shoulders over one metre wide are specified in the design, the maximum plasticity modulus may be increased by 40 per cent. A minimum field compacted dry density of 2.0 mg/m³ is required for these materials.

The table shows guidelines for the selection of lateritic gravel road base materials

Subgrade class	Property	Traffic class (mesas)				
		<0.01	0.01-0.1	0.1-0.3	0.3-0.5	0.5-1.0
S2	Ip PM Grading	<15 <400 B	<12 <150 B	<9 <150 A	<9 <120 A	<6 <90 A
S3	Ip PM Grading	<18 <550 C(1)	<15 <250 B	<12 <180 B	<9 <120 A	<6 <90 A
S4	Ip PM Grading	<20 ¹ <800 GM 1.6-2.6	<15 <320 B	<15 <300 B	<9 <200 B	<9 <90 A
S5	Ip PM Grading	<25(1) - GM 1.6-2.6	<18 <400 B	<15 <350 B	<12 <250 B	<9 <150 B
S6	Ip PM Grading	<25(1) - GM 1.6-2.6	<20 <550 B	<18 <400 B	<15 <300 B	<12 <180 A

Notes:

1. Maximum Ip = 8 x GM
2. Unsealed shoulders are assumed. Further modification to the limits can be made if the shoulders are sealed.
3. The compaction requirement for the soaked CBR test to define the subgrade classes is 100% Mod. AASHTO with a minimum soaking time of 4 days or until zero swell

5.6 Road base and Sub-base

Strength requirements: A minimum CBR of 30% is required at the highest anticipated moisture content when compacted to the specified field density, usually a minimum of 95% (preferably

97% where practicable) AASHTO T180 compaction. Under conditions of good drainage and when the water table is not near the ground surface, the field moisture content under a sealed pavement will be equal to or less than the optimum moisture content in the AASHTO T180 compaction test. In such conditions, the sub-base material should be tested in the laboratory in an unsaturated state. If the road base allows water to drain into the lower layers, as may occur with unsealed shoulders and under conditions of poor surface maintenance where the road base is pervious, saturation of the sub-base is likely. In these circumstances the bearing capacity should be determined on samples soaked in water for a period of four days. The test should be conducted on samples prepared at the density and moisture content likely to be achieved in the field.

Particle size distribution and plasticity requirements: In order to achieve the required bearing capacity, and for uniform support to be provided to the upper pavement, limits on soil plasticity and particle size distribution may be required. Materials which meet the recommendations of the following tables will usually be found to have adequate bearing capacity.

The table shows typical particle size distribution for sub-bases

Sieve Size (mm)	Per cent by mass of total aggregate passing test sieve
50	100
37.5	80 – 100
20	60 – 100
5	30 – 100
1.18	17 – 75
0.3	9 – 50
0.075	5 - 25

The table shows plasticity characteristics for granular sub-bases

Climate	Liquid Limit	Plasticity Index	Linear Shrinkage
Moist tropical and wet tropical (N<4)	< 35	< 6	< 3
Seasonally wet tropical (N<4)	< 45	< 12	<6
Arid and semi-arid (N>4)	<55	< 20	<10

5.7 Material Improvement

In order to achieve suitable wearing course properties, a suitable particle size distribution can be obtained by breaking down oversized material to a maximum size of 50 mm or smaller. Atterberg limits (shrinkage limit, plastic limit, and liquid limit) may be modified by granular/mechanical stabilization (blending) with other materials (ref. South Sudan Low Volume Road Design Manual).

5.8 Concrete

All concrete is to be of class C 35/45 (Class Rck 45N/sqmm, Cement type R 425) mixed with proper additives in consideration of the contact with the soil. The Contractor shall provide all necessary and adequate formwork, props, spacers, stoppers at the expansion joints, templates for holding down bolts etc. to ensure proper execution and completion of concrete construction maintaining all lines and levels. All formwork shall be inspected and approved by the ACTED Representative before any concrete can be poured.

Ready mixed concrete shall be used for the construction; however it has to comply with all the requirements of all relevant standards and code. Concrete will not be placed until approved by UNSFA Representative. All mixed concrete shall be placed within two hours of adding of cement using suitable and approved chemical admixtures. No concrete should be placed at ambient temperatures less than 10 degrees Celsius or more than 30 degrees Celsius. The temperature of concrete at the time of placing should be 15 to 20 degrees Celsius. All concrete is to be compacted using proper mechanical poker and form vibrators and finished with appropriate dosage of an approved floor hardener. The surface and structure must be structurally sound, stable, solid, clean and free of dust, oil, grease, paint, tar, wax, sealers, curing compounds, primers, laitance, loose particles, foreign substances and debris which could reduce or impair adhesion of finish layer. Reinforced concrete works must be tested and certified.

Contractor is required to provide following equipment with operator at all times at ACTED's site at no extra cost. (all must be in serviceable condition):

- Min Twelve (12) Cast iron cube moulds of size 15 cm. for moulding sample for compressive strength test. Samples from fresh concrete shall be taken and cubes shall be made and cured
- Slump cone complete with tamping rod 1 Set for slump cone test. Upon each delivery, Slump samples will be taken under supervision of ACTED either at initial pour (after first 0.2 m³) or in three steps (initial, middle and late). Maximum slump of 50-75 mm will be accepted.

Contractor is responsible to store cubes for 28 days curing. Location will be finalized in coordination with ACTED. Different tests required to be carried out including the mix design, cube tested as per the above specifications shall be done by the contractor at his own cost in one of the approved laboratories. The choice of laboratory can be proposed by the contract but shall rest with ACTED. All incidental charges /cost related to test shall be borne by the contractor.

In case some testing is carried out by ACTED, the contractor shall have to arrange to transport all the materials, cubes etc. to be tested, to the laboratory at the contractor's own cost. The contractor shall bear all the testing charges.

Sampling of the aggregates for mix design and determination of suitability shall be taken under the supervision of ACTED and delivered to the ACTED's approved laboratory, well in advance of the schedule for placing of concrete. Records of tests which have been made on proposed aggregates and on concrete made from this source of aggregates shall be furnished to ACTED in advance of the work for use, in determining suitability of the proposed aggregate. Contractor is responsible for the cost of sampling and testing of the proposed aggregate.

List of mandatory tests:

- Slump test BS 1881: Part 102 or equivalent international standard.
- Density test BS 1881: Part 107 or equivalent international standard.
- Making test cubes BS 1881: Part 108 or equivalent international standard.
- Compression testing of cubes BS 1881: Part 116 or equivalent international standard.

- Flexural strength test BS 1881: part 118 or equivalent international standard.
- Aggregates sampling and equipment calibration, EN 932 for or equivalent international standard.
- Aggregate sieving, EN 933 or equivalent international standard.
- Aggregate density and water absorption, EN 1097-6 for or equivalent international standard
- Other standards as may be proposed by ACTED / contractor and / or testing authority

Frequency of Sampling:

A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested, i.e. the sampling should be spread over the entire period of concreting and cover all mixing units.

The minimum frequency of sampling of concrete of each grade shall be in accordance with following table:

Quantity of concrete in the work (in cum.)	Number of samples
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4 plus one additional for each additional 50 cum. or part there of

Optional tests:

If the PEA observes that the materials may not be in accordance with the specifications or if the specified concrete strengths are not obtained, ACTED, may order for tests to be carried out on cement, sand, coarse aggregate, water etc. in accordance with the relevant standards. The contractor shall have to pay all the charges for optional tests.

Tests on cement may be carried out by PEA and shall include (i) fineness test, (ii) test for normal consistency, (iii) test for setting time, (iv) test for soundness, (v) test for compressive strength, (vi) test for heat of hydration (by experiment and by calculations) in accordance with standard specification.

Tests on sand shall include (i) sieve test, (ii) test for organic impurities, (iii) decantation test for determining clay and silt content, (iv) specific gravity test, (v) test for unit weight and bulkage factor, (vi) test for sieve analysis and fineness modulus.

Tests on coarse aggregate may include (i) sieve analysis, (ii) specific gravity and unit weight of dry, loose and rodded aggregate, (iii) soundness and alkali aggregate reactivity, (iv) petrographic examination, (v) deleterious materials and organic impurities, (vi) test for aggregate crushing

value.

5.9 Steel Reinforcement for Concrete Structures

5.9.1 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.

5.9.2 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.

5.9.3 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.

5.9.4 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.

5.10 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.

5.10.1 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.

5.10.2 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.

5.10.3 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.

5.10.4 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.

5.10.5 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.

5.10.6 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.

5.10.7 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

5.11 Welding works

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

5.12 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

5.13 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.

6. 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.
- Conformation of aggregates
- Cement batch certificates. Note that the cement is to be stored in a shaded and as far as practical, a cool place for use.

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, murrum, 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.

7. DESIGN

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

- Maridi to Muduabai Road and Drainage Design
- Maridi to Embe Road and Drainage Design
- Technical document for basis of design
- Soil Investigation Test Reports

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

7.1 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.

8. 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 of this document inclusive of review period for PEA
- Any engagement of workforce
- Notable procurement items
- Mobilisation 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 of this document.

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

9. CONSTRUCTION METHODOLOGY

The Bidder in their submission is to outline the process of the construction inclusive of quality assurance & control, recruitment, procurement, mobilisation, 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.

The Contractor is responsible for and shall detail the following elements:

- An exhaustive Method Statement that details the execution methodology to achieve the targeted outputs of the ToR. Within its technical proposal, the Contractor shall detail the following:
 - How the work is to be executed to the required professional standards and in accordance with the Terms and Conditions of the Contract.
 - Internal Management of Work Distribution.
 - Compliance with reporting requirements as described within this ToR.
 - Measures to be taken during the wet season.
 - Site investigations as required.
 - Proposed services and assistance required from the United Nations.
 - Preparing and maintaining all books and records related to the Contract in accordance with Generally Accepted Accounting Principles (GAAP) or such other recognized accounting principles. Specifically, the Contractor shall detail methodology and principles that are intended to be used for the preparation and maintenance of all documentary material, including baseline data, site investigations or inspections, correspondence, calculations, material specifications, estimates, drawings and reports during the execution of the works.
- Supervising and controlling approved sub-contractors in execution of their respective portion of the works.
- List of all tools, equipment, and vehicles that is expected to be used in the execution of the works.
- Maintaining the safety and efficiency of traffic, as well as the safety of road workers, while allowing construction, accident recovery or other tasks to proceed. The contractor shall detail how they intend to control traffic when two-way roads are reduced to one lane, and traffic must alternate, direct traffic to safer areas where construction are taking place and moderate the traffic density to not cause traffic jams: i.e. appointing dedicated traffic guards, installation of warning flags, etc.

10. ENVIRONMENTAL AND SOCIAL

10.1 Health and Safety:

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

During the construction process, incident reporting is 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.

10.1.1 Legislation and Method Responsibilities

It shall be the Contractor's responsibility to guarantee that all resources are provided towards protecting workers' safety and health. The Contractor shall take full responsibility for the accuracy, stability and safety of all operations and methods of construction. Every precaution shall be taken for the safety of workmen while they are employed on the works.

Any legislation in operation at the time of tender or enacted during the agreement period that affects the working conditions, safety, health or welfare of the contractor, the engineer or the PEA and their staff shall be complied with. Recognized procedures to be agreed with the engineer shall be adopted for the safety of workmen, adjacent bystanders and traffic.

Method statements for all the contractor's activities, including safety proposals, shall be submitted in advance of the commencement of work. Work activities shall not commence without written confirmation from the engineer. The contractor will be solely responsible for the sufficiency, stability and safety of all temporary works and will supply details, drawings and calculations of such temporary works to the engineer before construction of the said temporary works. The engineer shall be entitled to inspect all Registers, Reports and Certificates which the contractor is required to keep or issue in respect of safety matters and accidents.

10.1.2 Use of Contractors Equipment

All manufacturer's instructions and recommendations for the use, application, erection, or construction of any material or item of contractor's equipment or plant shall be followed precisely.

Care shall be taken to protect all employees when using power tools or materials which will produce a fine dust and in particular when working on all asbestos based products, if present. The contractor shall implement safe systems of work for all construction activities and ensure that method statements are prepared and adhered to. These shall recognize the appropriate approved standards, current guidelines and any regulatory requirements.

10.1.3 Lifting Equipment

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 South Sudan, whichever is the more stringent.

All parts and working gear, whether fixed or movable, including the anchoring and fixing appliances of every crane and lifting machine shall be of good construction, sound material, adequate strength and be properly maintained. All parts and gear shall be examined by a competent person at least once every twelve months, 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.

10.2 Workforce Recruitment

10.2.1 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.

10.2.2 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.	
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			

10.2.3 Blue Collar (Construction and Associated Workforce)

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

- Target 30% 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.

10.3 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.

10.4 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.

10.5 Construction Water

It should be noted that although water may be available in some locations within a short distance from the project site, in some locations water sources could be far away requiring long hauling to site. Bidders shall study all the locations cautiously and build in the haul distances in their bids to avoid any future complications. Sourcing of construction water is not to be in competition with community water sources or have detrimental effect on water sources.

10.6 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.

11. 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.

12. QUALITY

12.1 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.

12.2 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.

13. REPORTING

13.1 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:

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

13.2 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

14. RISK MANAGEMENT PLAN

Upon award of the works, the Contractor shall submit a comprehensive Risk Management Plan

that will identify potential risks that will negatively affect the successful execution of the project and how the Contractor intends to resolve such issues. At a minimum, risks such as schedule, construction phase, and unforeseen (strikes, civil unrest, natural disasters like flooding) risks must be included. Once the Contract is signed, the Contractor shall submit detailed risk management plan within 4 weeks for the PEA's approval. Any subsequent changes to the plan shall be presented to the PEA for the approval.

Identified Risk	Likelihood (1-10)	Overall Impact (1-10)	Cost Impact	Time Impact	Priority (Likelihood x Impact)	Mitigation Measures	Contingency Plan

15. 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
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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
Risk Management Plan	Award + 4 weeks

16. CONTRACT MECHANISMS

Refer to the Tender Documentation surrounding this ToR document for additional detail on contract mechanisms. Some notable mechanisms have been highlighted in the following sections to ensure the Bidders included items in their pricing.

16.1 Payment Mechanisms

With reference to the payments, the method of measurements shall be the followings:

Topographic, Hydraulic/hydrologic, Geotechnical and material survey

Cost per "Meter" of roads 6 m wide.

Contractual Mobilization

"Lump Sum" for the cost of the mobilization upon the sites within Maridi, Western Equatoria

State Area of necessary personnel, tools, plant and equipment, materials, consumables, supplies, facilities including working and living accommodation, utilities (power and water), transportation, personnel travel, administration, insurance. It includes firm rates of one-time contractual mobilization for the entire duration of this contract. There will not be any further mobilization payments. Note that any costs for mobilization of plant have to be included in the respective works as stated in the BoQ.

Contractual Demobilization

“Lump Sum” for the cost of the de-mobilization of necessary personnel, tools, plant and equipment, materials, consumables, supplies, facilities including working and living accommodation, utilities (power and water), transportation, personnel travel, administration, insurance. It includes firm rates of one-time contractual de-mobilization for the entire duration of this contract. There will not be any further de-mobilization payments. Note that any costs for de-mobilization of plant have to be included in the respective works as stated in the BoQ.

Excavation, backfilling, additional filling, restoration and compaction

Cost per “Cubic Meter” of soil moved.

Assembling and installation of galvanized steel culverts

Cost per “Meter” of galvanized steel culverts installed.

Supply Lateritic Soil (Murram)

Cost per “Cubic Meter” of soil supplied. In case of Laterite soil (Murram) delivered but not shaped and compacted (loose laterite soil), measurements will be in “Cubic Meter” based on the actual delivered quantity with 10% allowance as compaction factor during transportation.

Shaping and compaction of Lateritic Soil (Murram)

Cost per “Cubic Meter” of actual compacted volumes.

Final testing and certification of the constructed roads

Cost per “Lump sum”.

Supply and installation of concrete for foundation works and retaining walls

Cost per “Cubic meters” of concrete laid.

Supply and installation of steel for ordinary reinforced concrete

Cost per “Kg” of reinforcement installed.

Supply and installation of formwork for casting concrete

Cost per “square meter” of formwork installed.

Concrete tests and certifications

Cost per “Lump sum”.

Other items not listed above to either be outlined in new line items in the Pricing Schedule by the bidder or are to be noted against existing Pricing schedule line items as being included in that pricing schedule line item.

16.2 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
Operator	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		
Generator (other – to specify)		
Survey Total Station and all associated kit		

Grader, CAT 12H,12k, 160K, 140H or equivalent		
Roller-vibrator-compactor with 15-20t minimum operating weight (including 1 x sheep foot)		
Dump Truck 14-16m3 capacity		
Excavator, CAT 320D LRR or equivalent		
0.6-1.0m3 bucket capacity Front-end Loader/Shovel Type CAT 950k or 950H or equivalent		
Bulldozer, CAT D6 or D7 or equivalent		
Water Truck/Browser, not less than 14m3		
Bidder to allocated any further likely equipment		

16.3 Liquidated Damages

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

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 Cap against total Lump Sum Value
1	Roading 20kms	Maridi to Embe	10/09/2023	200	28/03/2024	0.5%	04/04/2024	10.0%
2	Roading 10kms	Maridi to Mudubai	10/10/2023	180	07/04/2024	0.5%	14/04/2024	10.0%

17. 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.

18. 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:

Maridi Mudubai Road & Drainage Design.pdf

MARIDI-EMBAY ROAD & DRAINAGE DESIGN.pdf

TECHNICAL DOCUMENT FOR 30KM ROAD AT MARIDI.pdf

Appendix 4: Bill of Quantities – FOR INFORMATION ONLY

Documents included in attached zip file:

BoQ AND SPECIFICATION FOR 30KM ROAD.xls

Appendix 5: Pricing Schedule

Documents included in attached zip file:

32EFU Infra Roading 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 Roading Tender Clarification Register.xlsx

4. Environmental and Social Management plan (ESMP)

A. General Requirements for ESHS Management		
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> <p>a) The land where work will be carried out; or</p> <p>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</p> <p>c) Quarries for aggregates, rock material and riprap; or</p> <p>d) Borrow areas for sand and other selected material; or</p> <p>e) Stockpiling areas for backfill material or other demolition rubble; or</p> <p>f) Any other location, specifically designated in the Contract as a Project Area. The term "Project Area" encompasses any individual Project Area or all Project Areas. For the sake of clarity, Project Area is a different concept than Site under CC Sub-Clause 1.1.17. Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in</p>	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>the present ESHS Specifications.</p> <p>Site is the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor's risk.</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>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>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.</p>	
3. Management of Non-conformities	<p>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.</p>	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
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>	
	<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</p>	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>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>	
6. Reporting	<p>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.</p>	
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 	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>practices that pose a safety hazard or threaten the environment)</p> <ol style="list-style-type: none"> 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 attitude of respect, including to their culture and traditions) 6. Sexual harassment 7. Violence including sexual and/or gender-based violence 8. Exploitation including sexual exploitation and abuse 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). 10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas) 11. Avoidance of conflicts of interest 12. Respecting reasonable work instructions (including regarding environmental and social norms) 13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste) 14. Duty to report violations of this Code 	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	15. non-retaliation against workers who report violations of the Code, if that report is made in good faith.	
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.	