Republic of Zambia

ZNPHI
ZAMBIA NATIONAL
PUBLIC HEALTH INSTITUTE

Open International Bidding

Tender for the Construction of ZNPHI Office Complex and associated Infrastructure

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RFB No: ZM-MOH-462125-CW-RFB

Project: Africa Centers for Disease Control and Prevention Regional Investment Financing Project (ACDCP)

Project ID: P167916

Employer: Zambia National Public Health Institute

Country: Zambia

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Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS.**

1.2 Throughout this bidding document:

the term **"in writing"** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, **"singular"** means **"plural'** and vice versa;

"Day" means calendar day, unless otherwise specified as a **"Business Day."** A **"Business Day"** is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays;

"ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

"Sexual Exploitation and Abuse" "(SEA)" means the following:

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

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

"Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the

Contractor's Personnel with other Contractor's or Employer's Personnel;

"Contractor's Personnel" is as defined in Sub-Clause 1.1.17 of the General Conditions; and

"Employer's Personnel" is as defined in Sub-Clause 1.1.33 of the General Conditions.

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

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal

submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly

controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

4.11 This bidding is open only to prequalified Bidders unless specified **in the BDS**.

5. Eligible Materials, Equipment, and Services

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

request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

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

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

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to

furnish with its Bid all information and documentation as is required by the Bidding document.

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

7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Employer shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer should extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID."

11.2 The Technical Part shall contain the following:

(a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

(c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;

(f) Conformity: a technical proposal in accordance with ITB 16;

(g) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms; and

(h) any other document required **in the BDS**.

11.3 The Financial Part shall contain the following:

(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;

(b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;

(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

(d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related

to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

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

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

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

12. Letters of Bid and Schedules

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

13. Alternative Bids

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

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

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

with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

14. Bid Prices and Discounts

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

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

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

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

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

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

reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

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

15. Currencies of Bid and Payment

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

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

16. **Documents Comprising the Technical Proposal**

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

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.

17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.

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

Subcontractors

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

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

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

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

18. Period of Validity of Bids

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

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

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

(b) in the case of **adjustable price** contracts, no adjustment shall be made; or

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

19. Bid Security

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

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

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

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding, or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

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

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

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

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

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

19.7 The Bid Security may be forfeited:

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

(b) if the successful Bidder fails to:

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

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

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

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

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

(b) if the successful Bidder fails to:

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

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

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

20. Format and Signing of Bid

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

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

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held

by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

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

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

D. Submission of Bids

21. Sealing and Marking of Bids

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

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "Alternative Bid – Technical Part" and the Financial Part shall be placed in a sealed envelope marked "Alternative Bid – Financial Part" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "Alternative Bid – Original", the copies of the alternative Bid will be placed in separate sealed envelopes marked "Alternative Bid – Copies Of Technical Part", and "Alternative Bid – Copies Of Financial Part" and enclosed in a separate sealed outer envelope marked "Alternative Bid - Copies".

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

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

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

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

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

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

25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

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

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

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART;"

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids- General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance

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

with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.

26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

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

28. Deviations, Reservations, and Omissions

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

(a) "Deviation" is a departure from the requirements specified in the Bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and

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

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

29. Nonmaterial Nonconformities

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

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

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

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

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

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

31. Eligibility and Qualifications of the Bidder

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

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

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

31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.

32. Detailed Evaluation of Technical Part

32.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

32.2 The scores to be given to technical factors and sub factors are specified **in the BDS**.

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

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART."

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These

envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Part of Bids

34. Adjustments for Non-material Nonconformities

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

35. Correction of Arithmetic Errors

35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency and Margin of Preference

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

36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders[1] shall not apply

37. Evaluation Process, Financial Parts

37.1 To evaluate the Financial Part, the Employer shall consider the following:

(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill

Section II - Bid Data Sheet (BDS)

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

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is**: ZM-MOH-462125-CW-RFB** The Employer is: **Zambia National Public Health Institute** The name of the RFB is: **Tender for the Construction of ZNPHI office complex and associated infrastructure.**
ITB 2.1	The Borrower is: **The Government of the Republic of Zambia through Zambia National Public Health Institute** and has received a credit amount of **US$90m equivalent.** The name of the Project is: **Africa Centers for Disease Control and Prevention Regional Investment Financing Project**
ITB 4.1	Maximum number of members in the JV shall be: **maximum of 3 including the lead member**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr
ITB 4.11	This Bidding Process ***is not*** subject to prequalification.
B. Contents of Bidding Document	
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: Attention: **Head Procurement and Supplies Unit** Address: **Stand No. 1186 Cnr Addis Ababa Drive/Chaholi Road, Rhodes Park** **P.O Box 30205, Lusaka** Floor/ Room number*:* **Second Floor** City: **Lusaka** ZIP Code: **10101**

	Country: **Zambia** Electronic mail address: lengwemulando1@gmail.com; patrickchishika@yahoo.co.uk; sylviamwale18@gmail.com; and copy: jnikisi@gmail.com; Joseph.Nikisi@znphi.gov.zm Web page: https://www.znphi.co.zm/procurement#ZMMOH462125CWRFB
ITB 7.4	A Pre-Bid meeting ***shall*** take place at the following date, time and place: Date: **5th March 2025** Time: **09.00 Hours** Place: **Stand No. 1186 Cnr Addis Ababa Drive/Chaholi Road, Rhodes Park, P.O Box 30205, Lusaka** Floor/ Room number*:* **Second Floor** The Pre-Bid meeting will include live audio/video conference participation for bidders or bidders' representatives who choose not to attend in person. The virtual connection details shall be sent by the Employer, no later than 07 (seven) calendar days before the date of the Pre-bid meeting, to all bidders who purchased the bidding documents and who wish to attend virtually. The meeting shall be recorded and uploaded on the ZNPHI website. The recording and minutes of the pre-bid meeting shall be for bidders' information only and not considered as a modification to the bidding document. Only communication which will be sent as an amendment to the bidding document shall be treated as such. Bidders are encouraged to submit questions if any in writing at least one week before the Pre-Bid meeting to above address. A site visit shall be organized by the Employer after the Pre-Bid meeting that will be held at the address indicated above. The site visit will be held the same day. All costs related/associated for attending the pre-bid Meeting and the site visits shall be at the Bidder's own expense. Attendance to the pre-bid meeting and site visit is not Mandatory but is strongly encouraged. The proposed Construction site is in Waterfalls /Silverest. The site is located at latitude (-15.393759220112234) and longitude, (28.473676987472576) as depicted by. The site is located approximately 26 km from Lusaka Central Business District. It is located in the Silverest Area, in Chongwe District at the junction of Palabana and Chalimbana Roads.
ITB 7.6	Web page: https://www.znphi.co.zm/procurement#ZMMOH462125CWRFB

C. Preparation of Bids	
ITB 10.1	The language of the Bid is: **English** All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.
ITB 11.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: a) Proof of Company registration as a Contractor in the country of origin. b) The bidder shall provide information regarding litigation status from the bidder's advocate for the last three years. c) Specialist Subcontractors for the particular works indicated in the Bills of Quantities, where applicable. d) In case of a Bid from a Joint Venture, a Joint Venture Agreement signed by all partners. e) Method Statement f) Work Plan (Program of Work) & Work Schedules g) Resumes (CVs) and Certificates for Project Team ***h)*** List of Plant / Equipment and Tools i) Bid Security of not less than US$460,000.00 or equivalent in a freely convertible currency or combination of currencies in case of bids submitted in multiple currencies at the option of the bidders in the form of an unconditional on demand bank guarantee. ***The list of additional documents shall include the following:*** **Code of Conduct for Contractor's Personnel (ES)** The Bidder shall submit its Code of Conduct that will apply to the Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks**

	The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: i. *Sexual Exploitation and Abuse (SEA) prevention and response action plan;* ii. *Traffic Management Plan to ensure safety of local communities from construction traffic*]; iii. *Construction management plan to ensure compliance in environmental, social, health and safety]* iv. *HIV and Aids sensitization of workers through the use of existing service providers]* For the environmental, social, health and safety line item(s) in the BOQ, bidders are requested to examine the environmental, social, health and safety management plan attached to this bidding document, and provide sufficient budget to cover all the ESHS mitigation measures.
11.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: ***Not Applicable***
ITB 13.1	Alternative Bids **shall not be** considered.
ITB 13.2	Alternative times for completion ***"shall not be"*** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: ***Not Applicable***
ITB 14.5	The prices quoted by the Bidder shall be a subject of adjustment for the period of performance of the contract.
ITB 15.1	The currency(ies) of the Bid and the payment currency(ies) shall be at the option of the bidder in any freely convertible singularly or combination of up to 3 foreign currencies in addition to the local currency at the option of the bidder. The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies: (i) At the option of the bidder, for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in the New Zambian Kwacha being the currency of the Employer's Country, and

	further referred to as "the local currency;" bidder may elect to use a different currency, and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies.
ITB 17.5	At this time, the Employer ***"does not intend"*** to execute certain specific parts of the Works by subcontractors selected in advance by the employer.
ITB 17.6	(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is up to 50%. (b) Bidders proposing to subcontract shall specify in Section IV- Bidding Forms, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications.
ITB 17.7	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: ● Road Works ● Electrical ● Plumbing / sheet metal / fire protection and detection ● Heating, Ventilation and Air Conditioning ● ICT/ ELV/ Audio-Visual systems ● Passenger Elevators ● Landscaping ● PV system ● Generator ● Water Treatment Plant ● Sewage/Wastewater Treatment Plant ● Tube wells ● Signage ● Playground Equipment ● Waterproofing
ITB 18.1	The Bid shall be valid until 3rd July 2025.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): **Not Applicable as contract will be subject of adjustment.**
ITB 19.1	A Bid Security ***"shall be"*** required. ***The Bidder shall submit a bid security in the form of an unconditional bank guarantee with a value of US$460,000.00 or equivalent in a freely convertible currency or combination of currencies in case of bids submitted in multiple currencies at the option of the bidders and must be valid for Twenty-Eight (28) days beyond the original validity period of the bid i.e. 31st July 2025.***

ITB 19.3 (d)	Other types of acceptable securities: ***None***
ITB 19.9	***Not Applicable***
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **(a) Power of Attorney of the signatory of the bid to demonstrate the authority of the signatory to sign the Bid. It should be issued by the Board of Directors or management or company secretary. The signatory of the bid should not give him/herself Power of Attorney; and** **(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, in accordance with ITB 4.1(a), and** **(ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution**
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: two (2) hard copies and one (1) electronic copy on USB-stick, each Envelope containing: ***ENVELOPE-1: Technical:*** ● One original hard copy, ● Hard copy No.1 ● Hard copy No. 2 ● Electronic copy on USB In the event of any discrepancy between the soft copy and original hard copy, the original hard copy shall prevail. ***ENVELOPE-2: Financial:*** ● One original hard copy, ● Hard copy No.1 ● Hard copy No.2
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: **Acting Head Procurement and Supplies Unit**

	Street Address: **Stand No. 1186 Crn Addis Ababa Drive/Chaholi Road, Rhodes Park** **P.O Box 30205, Lusaka** Floor/ Room number*:* **Second Floor** City: **Lusaka** ZIP Code: **10101** Country: **Zambia** Date: **2nd April 2025** Time: **10:30 CAT** Bidders ***"shall not"*** have the option of submitting their Bids electronically. The electronic Bidding submission is not permitted.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Street Address: **Stand No. 1186 Crn Addis Ababa Drive/Chaholi Road, Rhodes Park.** Floor/ Room number*:* **Second Floor, Boardroom** City: **Lusaka** Country: **Zambia** Date: **2nd April 2025** Time: **10:30 CAT**
ITB 25.1	The electronic Bid opening procedures shall be: **Not applicable**
ITB 25.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" "*shall"* be initialed by **3** representatives of the Employer conducting the Bid opening.
G. Evaluation of Technical Part of Bids	
ITB 32.2	The technical factors (sub-factors) and the corresponding weight in % are:

Technical Factor	**weight in percentage**
1. Project Management / Team Composition and Qualifications and Experience of Contractor's Representative and Key Personnel (and where appropriate sub-contractors representative and Key Personnel)	40%

	(a) Organization Chart / Project Management Team composition including proposed sub-contractors (10%) *(b) Qualifications and Experience of Contractor's Representative and Key Personnel (30%)*	
	2. **Work Program:** *(a) Method Statement for Key Construction Activities (5%)* *(b) Construction Work Program (the critical path of the project, detailing approximate time schedule for each activity shall be demonstrated) (5%)* (c) *Measures to avoid potential delays (5%)*	15%
	3. Method Statement for Construction Activities: *(a) Approach and method statement for logistics, phasing, Quality of supply chain management plans [acquisition of major building materials and components, and strategy for overcoming challenges of building in a land locked country with low manufacturing of building materials, components, equipment with high local currency devaluation and inflation] (15%)* *(b) Quality control and assurance, Project Milestones and completion Phases (2.5%)* *(c) Approach and method statement for coordination and integration with other contractors/ Sub contractors and Project specific risks and mitigation measures (2.5%)*	20%
	4. Experience as a contractor in similar works (15%)	15%
	5. Management Strategies and Implementation Plans for E&S (a) Comprehensive Environmental and Social Management Strategies and Implementation Plans and appropriate plans to manage safety, health, and accident preventions and response plans (5%)	5%
	6. Key equipment strategy *Mobilization and Deployment Schedule, Equipment Layout Planning and installation schedule (5%)*	**5%**
	Total	**100%**
	The Minimum quality threshold applies to the total combined score of all qualitative criteria and is set at 70% **This is minimum quality score that a bid must achieve to be valid and to be considered for further evaluation**	

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 33.5	The Letter of Bid – Financial Part and Schedules shall be initialed by three (3) representatives of the Employer conducting Bid opening.
I. Evaluation of Financial Part of Bids	
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***the United States Dollar.*** The source of exchange rate shall be: ***Central Bank in Zambia.*** The date for the exchange rate shall be*:* ***Bid Opening Date***
ITB 36.2	***Not Applicable***
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	The weight to be assigned for the **Technical factors is 20% and cost factor is 80%**
K. Award of Contract	
ITB 49.1 and 49.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security. ***The successful bidder shall submit a performance security in the form of an unconditional bank guarantee valued at One per cent (1%) of the Contract Price in proportion to the currency(cies) of the contract.***
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: Prof. Roma Chilengi **Title/Position**: Director General **Employer**: Zambia National Public Health Institute **Email address***: chilengir@yahoo.com* In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; **2.** the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and **3.** Employer's decision the to award the contract.

Section III - Evaluation and Qualification Criteria *(Without Prequalification)*

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

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

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

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

Evaluation of Bids

1. Qualification

1.1 Update of Information

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

1.2 Subcontractors

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

1.3 Financial Resources

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

1.4 Contractor's Representative and Key Personnel

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

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

No.	Position	Required minimum experience in Similar Works (years)
1.	**Project Manager** – Degree in Civil Engineering, Architecture or Building Science and must have valid Relevant Professional Registration.	10
2.	**Site Engineer-** Degree in Civil Engineering and must have valid Relevant Professional Registration.	5

3.	**Quantity Surveyor/ Cost Engineer** - BSc. Degree in Quantity Surveying/ Building Science or equivalent and must have valid Relevant Professional Registration.	5
4.	**Mechanical Engineer -** Degree in Mechanical Engineering and must have valid Relevant Professional Registration.	5
5.	**Electrical Engineer -** Degree in Electrical Engineering and must have valid Relevant Professional Registration.	5
6.	**Social Safeguards Specialist -** Degree in Social Sciences.	5
7.	**Environment, Occupational Health & Safety Specialist -** Degree in Environmental Engineering, Occupational Health and Safety or equivalent.	5
8.	**Geomatic Engineer -** Degree in Geomatic Engineering or Land Surveying and must have valid Relevant Professional Registration.	5
9.	**Structural Engineer -** Degree in Civil/Structural Engineering and must have valid Relevant Professional Registration.	5
10.	**ICT & Cyber Security Engineer** – Degree in Computer Engineering or Network Engineering with CCNA certification or Equivalent and relevant Professional Registration.	5

NOTE: Staff will be evaluated as follows: Relevant qualifications 10%; general experience for the assignment 30%; experience in similar nature, and complexity 60%.

1.5 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1.	Tractor Loader Backhoe (TLB)	1No.
2.	Front End Loader	1No.
3.	Tower Crane	2No.
4.	Mobile Crane	1No.
5.	Cherry Picker/Telehandler	1No.
6.	Concrete Transit Mixer	2No.
7.	Concrete Pump	2No.
8.	Bulldozer	1No.
9.	Grader	1No.
10.	Dump Truck	5No.
11.	Water Tanker	3No.
12.	15-30 Ton Tipper Trucks	5 No.
13.	20 Ton Steel Drum Vibrating Roller	1.No.

14.	Light Truck (3-10 Ton)	3 No.
15.	Pick up Van	5 No.
16.	100 Litre or above – Concrete Mixer	5 No.
17.	Plate Compactor or other mechanical soil compaction equipment	4 No.
18.	Poker Vibrator	10No.
19.	Scaffolding	Several Complete Sets
20.	GPS Machine	1No.
21.	Any other essential tools and equipment relevant for the construction	Various

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

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal factors with Requirements in accordance with ITB 32.1 and the corresponding weight out of 100% are as follows:

Technical Factor	Score
A. Project Management, Team composition, qualifications and experience of Contractor's Personnel	40%
B. Work Program	15%
C. Method Statement for construction activities	20%
D. Experience as a Contractor in Similar Works	15%
E. Management strategies and implementation plans (MSIPs) for E&S	5%
F. Key equipment strategy and installation / commissioning schedule	5%

Technical Proposal Scoring Methodology

During the evaluation process, a "Comparative Scoring Methodology" will be used, based on which the Evaluation Committee will assign each feature a Score, based on percentage weighting, from 0% to 100%.

The description of scoring factors for each technical feature will be as follows:

Score Category (of the total score for the factor/subfactor as applicable ***[And Corresponding range of % score to be assigned]***	Description	Remarks
Score Category 1: [0% - 15%]	Means Required feature is absent; no relevant information to demonstrate how the requirement is met	
Score Category 2: [16% - 49%]	Means Required feature present with deficiencies such as insufficient or information that lacks clarity	
Score category 3 [50% - 79%]	Means Sufficient information to demonstrate how the requirement will be met	
Score Category 4 [80% - 89%]	Means Sufficient information to demonstrate that the requirement will be marginally exceeded	
Score Category 5 [90% - 100%]	Means Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	

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

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

where:

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

w_{ji} = the weight of sub- factor "i" in factor "j",

k = the number of scored sub-factors in factor "j", and

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

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

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

where:

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

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

Alternative Technical Solutions for specified parts of the Works

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

Not Applicable

……
…….

3. Financial Evaluation

Margin of Preference - N/A

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

(i) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The Bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(ii) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:

(a) Group A: Bids offered by domestic contractors eligible for the preference.

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

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Most Advantageous Bid, and the Most Advantageous Bid in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the Most Advantageous Bid, it shall be selected for the award, if the Bidder is qualified. If a Bid from Group B is the Most Advantageous Bid, as a second evaluation step, all Bids from Group B shall then be further compared with the Most Advantageous Bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid

from Group B. If the Bid from Group A is the Most Advantageous Bid, it shall be selected for award. If not, the most advantageous Bid from Group B based on the first evaluation step shall be selected.

Criteria for Financial Evaluation

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

Time Schedule

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

Or

Time to complete the Works from the Commencement Date shall be between _____ minimum and _____ maximum. The adjustment rate in the event of completion beyond the minimum period shall be _____ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

Life Cycle Costs - N/A

[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the Works are estimated to be considerable in comparison with the initial cost and may vary among different Bids. It shall be evaluated on a net present value basis. If ***life*** *cycle costing is to be applied for Bid evaluation, the Employer shall specify the relevant information on its application here:]*

[State either life cycle costing "shall" or "shall not apply". If life cycle costing applies for Bid evaluation, the methodology and the information expected from Bidders shall be specified]

The factors for calculation of the life cycle cost are:

(a) number of years for life cycle*: _[Insert number of years],*

(b) operating costs *[state how they will be determined],*

(c) maintenance costs, including the cost of spare parts for the initial period of operation *[state how they will be determined],* and

(d) Discount rate: _____*[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

Sustainable Procurement

Not Applicable

4. Combined Evaluation

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

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

i.

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

ii.

iii.

iv. Where:

v. C = Evaluated Bid Cost

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

vii. T = the total Technical Score awarded to the Bid

viii. T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

ix. X = weight for Cost as specified **in the BDS**

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

A. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.4	**State- owned Enterprise or Institution of the Borrower country**	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Borrower's country law**	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[3] did not occur as a result of contractor default since 1st January **2019.**	Must meet requirement	Must meet requirements	Must meet requirement[4]	Must meet requirement	Form CON-2
2.2	**Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer**	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
2.3	**Pending Litigation**	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form CON – 2

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

[4] This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Bidder[5] since 1st January **2021**.					
2.5	**Declaration: Environmental and Social (ES) past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past **five** years.[6]	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration	Form CON-3 ES Performance Declaration
2.6	**Bank's SEA and/or SH Disqualification**	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	Must meet requirement (including each subcontractor proposed by the Bidder)	Must meet requirement (including each subcontractor proposed by the Bidder)	Must meet requirement (including each subcontractor proposed by the Bidder)	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH	Must meet requirement (including	Must meet requirement (including each	Must meet requirement (including each	Must meet requirement	Letter of Bid, Form CON-4

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

[6] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	each subcontract or proposed by the Bidder)	subcontractor proposed by the Bidder)	subcontractor proposed by the Bidder)	(including each subcontractor proposed by the Bidder)	
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **30%** of the bid price for the subject contract(s) net of the Bidder's other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate	Must meet requirement	Must meet requirement	At least 75% of the requirement	At least 75% of the requirement	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	At least 75% of the requirement	At least 75% of the requirement	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last **3** years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of **US$ 28 million,** calculated as total certified payments received for contracts in progress and/or completed within the last **3** years, divided by **3** years.	Must meet requirement	Must meet requirement	Must meet at least 25% of the requirement	Must meet at least 40% of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management	Must meet requirement	Must meet requirements	Must meet requirement	Must meet requirement	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		contractor for at least the last 6 *years*, starting 1st January **2018**.					
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of **2** similar contracts specified below that have been satisfactorily and substantially[7] completed as a prime contractor, joint venture member[8], management contractor or Subcontractor between 1st January **2018** and bid submission deadline: (i) 2 contracts, each of minimum value **USD 18 million** each; The similarity of the contracts shall be based on the following: *i)Completed Works should be at 80% of physical completion* *ii)Completed Works should be a minimum of a total floor area of 10,000 square meters.*	Must meet requirement	Must meet requirement[9]	N/A	N/A	Form EXP 4.2(a)

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

[8] For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		iii)Construction Method of the Completed Work should have component of Green Construction and Technology.					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January **2021** and Application submission deadline, a minimum construction experience in the following key activities successfully completed[10]: *(As specified in the BOQ)* *i)General Building and Civil Works* *ii)Supply and Installation of Elevators* *iii)Electromechanical Installations such as HVAC, etc.* *iv)Bituminous and Paved Road Construction*	Must meet requirements ***(As specified in the BOQ)***	Must meet requirements ***(As specified in the BOQ)***	Must meet at least 25% of the listed requirements of for key activities.	Must meet at least 25% of the listed requirements of for key activities. ***N/A***	Form EXP – 4.2 (b)

[10] Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (c)	**Specific Experience in managing ES aspects**	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2021lication submission deadline, experience in managing the following ES risks and impacts and any additional sustainable procurement aspects: **ES Implementation Report, Waste Management Plan, Grievance Redress Mechanism, E&S Screening Forms, Appreciation of WB EHS General guidelines, etc,. The bidder shall provide its proposal to demonstrate how additional sustainable procurement specified in section 7 will be addressed. The bidder shall also provide a proposal for exceeding the sustainable procurements.**	Must meet requirements	Must meet requirement	Must meet the following requirements at least one of the two key positions	Must meet the following requirements at least one of the two key positions	Form EXP – 4.2 (c)

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Letter of Bid- Technical Part

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

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

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

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

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

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

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

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

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

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

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

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

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

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(e) **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*]_____ ;

(f) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental and Social (ES) Performance Security, **Delete if not applicable***] in accordance with the bidding document;

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(k) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

(n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

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

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

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

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

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

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

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

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

Appendix to Technical Part of Bid

Technical Proposal

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

*[**Note to the Bidder**: In addition to providing method statement for* construction activities (and design, if any), *If the contract has been assessed to present potential or actual cyber security risks, include method statement, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan.]*

Sustainable Procurement Proposal

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

Mobilization Schedule

[insert Mobilization Schedule]

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

Construction Schedule

[insert Construction Schedule]

The construction schedule shall include the following key milestones:

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

ES Management Strategies and Implementation Plans (ES-MSIP)

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

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

Note to the Bidder:

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

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

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

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

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

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

Form EQU: Contractor's Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment o Owned o Rented o Leased o Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

Subcontractors

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

Option 1- Without Prequalification

(a) Specialized Subcontractors

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

No.	*Part of the Works to be subcontracted*	*Specialized Subcontractor's name and address*	*Nationality*	*Specific Experience*

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

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

Option 2- After Prequalification

(a) Specialized Subcontractors

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

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

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

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

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

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

Contractor' Representative and Key Personnel

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

5.	**Title of position: Sexual Exploitation, Abuse and Harassment Expert** *[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]
6.	**Title of position:** *[Cyber security Expert/s]* *[Include as required]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

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

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidder's Qualification following Prequalification

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

(a) Eligibility

(b) Contract non-performance, pending litigation and litigation history

(c) Environmental and Social (ES) past performance

(d) Bank's SEA and/or SH Disqualification

(e) Financial Situation and Performance

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

Form ELI -1.1: Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____of _____pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of □ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. □ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. □ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: ● Legal and financial autonomy ● Operation under commercial law ● Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1.2: Bidder's JV Information Form

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

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

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

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

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

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
□ Contract non-performance did not occur since 1st January *[insert year]* □ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
□ No pending litigation □ Pending litigation			

	Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**

			Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
	Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
	□ No Litigation History □ Litigation History			
	Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
	[insert year]	*[insert percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Form CON – 3: Environmental and Social Performance Declaration

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

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

Environmental and Social Performance Declaration

in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document

□ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.

□ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]*	*[insert amount]*

		Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	
...	...	*[list all applicable contracts]*	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*		*[insert amount]*

Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements** of the Prequalification document
We: □ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations □ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations □ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. □ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations □ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____

Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member Name_____
RFB No. and title: _____
Page _____of _____pages

1. Financial data

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

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

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements at the time of prequalification.

The financial statements shall:

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

□ Attached are copies of financial statements[11] for the _____years required above; and complying with the requirements

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

Form FIN - 3.2: Average Annual Construction Turnover

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

Bidder's Name: _____
Date: _____
JV Member Name_____
RFB No. and title: _____
Page _____of _____pages

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

Form FIN – 3.4: Current Contract Commitments / Works in Progress

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

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

Bidder's Qualification without prequalification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of □ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 □ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 □ In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: ● Legal and financial autonomy ● Operation under commercial law ● Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI -1.2: Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

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

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

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

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
□ Contract non-performance did not occur since 1st January *[insert year]* □ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
□ No pending litigation □ Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

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

□ No Litigation History □ Litigation History

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

Form CON – 3: Environmental and Social Performance Declaration

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

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

Environmental and Social Performance Declaration
in accordance with Section III, Qualification Criteria, and Requirements

□ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.

□ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]*	*[insert amount]*

		Reason(s) for suspension or termination: *[indicate main reason(s)]*	
...	...	*[list all applicable contracts]*	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g., for gender-based violence; sexual exploitation or sexual abuse breaches]*		*[insert amount]*

Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: □ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations □ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations □ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. □ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. □ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)**

Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

1. Financial data

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

*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

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

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

2. Financial documents

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

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

□ Attached are copies of financial statements[12] for the _____years required above; and complying with the requirements

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

Form FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

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

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

Form FIN – 3.3: Financial Resources

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

Financial Resources		
No.	**Source of financing**	**Amount (US$ equivalent)**
1		
2		
3		

Form FIN – 3.4: Current Contract Commitments / Works in Progress

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

Current Contract Commitments

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

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

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor □	Member in JV □	Management Contractor □	Subcontractor □
Total Contract Amount			US$	
If member in a JV or Subcontractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.)

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

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

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Subcontractor's Name[13] (as per ITB 17): _____
RFB No. and title: _____

Page _____ of _____ pages

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

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

[13] If applicable

	Information
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two
3. ……

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

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

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
RFB No. and title: _____
Page _____of _____pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Details of relevant experience				

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

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

4. …

Form of Bid Security - Demand Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

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

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

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

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

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

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

_____

[signature(s)]

Form of Bid-Securing Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

To:

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

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

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

Name of the Bidder*_____

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

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

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

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

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

Date: _____ RFB No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that:

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

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

(a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or

(b) were non-compliant with such obligations at the time of an alleged incident,

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

Name of the Bidder*_____

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

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

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

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

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

Letter of Bid - Financial Part

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

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

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

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

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

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

(a) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(b) **Total Price**: The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

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

Or

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

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

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

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Appendix to Financial Part

Schedule of Cost Indexation

Price adjustments **do apply, from the 19th month of the Contract Signing date**. The indices to be used to calculate the Price Adjustment, are provided and agreed in the Tables A, B and C in the bidding document for Local, Foreign and Summary of Currencies.

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

Pn= a + b Ln / Lo + c En/ Eo + d Mn/Mo + ...

where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n," this period being a month unless otherwise stated in the Contract Data;

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

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

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

"Lo," "Eo," "Mo," ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

Table of Adjustment Data

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

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
A	Nonadjustable	—	—	—	A: 0.20
B	Labour	ABCEC NUBEGW	Hourly Rate Operative Class 1, Latest Agreement		B: 0.10
C	Concrete	CSO	National Average Price of 1 cum of concrete (C30) 28 days before the tender date.		C: 0.20
D	Cement	CSO	National Average Price of 50kg bag of Portland Cement (32.5R) 28 days before the tender date.		D: 0.15
E	Iron/Steel bars & rods	CSO	National Average Price of 1 ton of Iron/steel bars & rods, hot rolled, twisted with deformed bars from rolling 28 days before the tender date.		E: 0.10
F	Concrete Blocks	CSO	National Average Price of 1No. 28 days before the tender date.		F: 0.15
G	Other Materials	CSO	Index of Miscellaneous Goods and Services 28 days before the tender date.		G: 0.10
Total Adjustable					0.80
Total					**1.00**

Table B. Foreign Currency (FC)

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

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
A	Nonadjustable	—	—	—		A: 0.40
B	Iron/Steel bars & rods	HES Survey	Basket of Goods Approach, 28 days before the tender date.			B: 0.35
C	Aluminium	HES Survey	Basket of Goods Approach, 28 days before the tender date.			C: 0.15
D	Ceramic Products	HES Survey	Basket of Goods Approach, 28 days before the tender date.			D: 0.05
E	Other Materials	HES Survey	Basket of Goods Approach, 28 days before the tender date.			E: 0.05
Total Adjustable						**0.60**
				Total		**1.00**

Table C. Summary of Payment Currencies

Table: Alternative A

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

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Total Bid Price (TBP) 100xC / TBP
Local currency _____		**1.00**		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Total Bid Price				**100.00**
Provisional sums expressed in local currency				
TOTAL BID PRICE (including provisional sum)				

Table: Alternative B

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

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

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

Bill of Quantities

Unpriced Bill of Quantities can be accessed through the link:
https://www.znphi.co.zm/procurement#ZMMOH462125CWRFB

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1: *None*

Under ITB 4.8 (b) and 5.1: *None*

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants,

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[14] (ii) to be a nominated[15] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[16] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 –Works' Requirements

Section VII - Works' Requirements

Contents

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Scope of Works

The Government of the Republic of Zambia has received financing from International Development Association under the World Bank to support the implementation of the Africa CDC Regional Investment Project (ACDCP). The project will support Africa Center for Disease Control and Prevention (ACDC) to strengthen continental and regional infectious disease detection and response systems with the longer-term objective of capacity building of the national health systems to reduce the disease burden on the continent.

The project will support vital institutional capacity-building efforts by the Africa CDC headquarters in Addis Ababa, the SA-RCC in Lusaka, and the Ethiopian and Zambian health authorities. The Zambian chapter of the project will involve institutional strengthening of the Zambia National Public Health Institute (ZNPHI) and support to operationalize the Africa CDC SARCC in Lusaka.

ZNPHI focuses on improving the Public Health Assets and has allocated the financing received from International Development Association under the World Bank for;

- Strengthening Zambia's national public health laboratory system and associated information networks to effectively detect and rapidly respond to disease outbreaks
- Enabling the ZNPHI and SA-RCC to serve as a center of excellence for Southern Africa in multiple areas (including SDI, EPR, LSN, IMS, health and medical research, and public health security WFD)

Part of the financing has been allocated towards the construction of the ZNPHI Building Complex.

The site for the proposed ZNPHI building complex is in the Silverest Area in Chongwe District, east of Lusaka. The construction of a Building Complex [Office Complex (Phase I) and Laboratories (Phase II)] in Chongwe is in line with the Government's desire to provide institutional strengthening to the Zambia National Public Health Institute and support the operationalization of the Africa Centers for Disease Control and Prevention (Africa CDC) Southern Africa Regional Collaborating Centre (SA-RCC) based in Lusaka, Zambia.

The Scope of Work shall be the Construction of ZNPHI Office Complex (Phase I) and the associated Infrastructure.

The Phase I of the complex comprises of the Office Building, National and Regional Public Health Emergency Operations Centre (PHEOC), Data Centre, Canteen, Lodging Facility, Training Facility, Recreation Facility and Warehouse;

- Office Block accommodating 300 - 350 staff members in closed and open offices with kitchenettes and ablution facilities, boardrooms, and meeting rooms with a floor area of Approx. 7,900 sq.m
- National & Regional Public Health Emergency Operations Centers, Data Centre & Canteen with a floor area of Apprx. 300 sq.m
- Training Facilities: Lecture Rooms, Lecture Theatres, Conference Rooms, Dining hall and Gym with a floor area of Approx. 4,000 sq.m
- Lodging Facilities with 50 self-contained rooms with a floow area of Approx. 4,000 sq.m
- Warehouses with a floor area of Approx. 650 sq.m

Office Building

The proposed office building serves as a dedicated space for essential administrative functions and operational activities, featuring adaptable workspaces designed to support a variety of departments and organizational needs.

Training Center and Conference Facilities (Training and Facility Center)

The Training Facility Center has been designed to bolster national healthcare initiatives through a range of educational and professional activities, including training sessions, workshops, conferences, and other capacity-building programs. This facility is divided into three main wings, each serving distinct functions and tailored to support comprehensive training and knowledge dissemination.

Main Wing with Auditorium: The central feature of the main wing is a spacious 300-seat auditorium. Initially designed to seat 200, the capacity was expanded at the client's request to accommodate larger audiences for significant gatherings and conferences. Although the fan-shaped auditorium provides optimal acoustics and seating arrangements, it was confirmed that the space will solely be used for conferences, not performances. This design supports clear sightlines and sound quality, enhancing the experience for attendees.

Banquet Hall: Adjacent to the auditorium, the banquet hall serves as an adaptable space for official functions, celebrations, and related events, supporting the multifaceted nature of the center's use.

Secondary Wing: Lecture Halls and Conference Rooms.

The third wing of the building, comprising two stories, houses lecture halls and conference rooms to facilitate small group learning and interactive workshops.

Gallery and Exhibition Spaces: The design incorporates a main lobby and adjoining passages that double as gallery spaces. These areas are ideal for exhibitions, informational displays, and event registration, providing both functional and visually stimulating environments that enhance the overall user experience.

Lodging Facility

The building has two wings connected by a central core that houses the entrance lobby. The two wings contain 45 standard rooms, 6 executive rooms, and a presidential suite on the topmost floor. The recreation center is part of the lodging facility, offers easy access to both the lodge and the gate dedicated to the public. It includes a gymnasium, a swimming pool, and accompanying changing rooms and showers.

Ground Floor Amenities:

Entrance Lobby, Spa and Fitness Room, Open Shop, Bar Area and Coffee Shop, Indoor Dining Hall, Outdoor Dining Area, Kitchen, Plunge Pool, Operational Offices and Storage Rooms

Upper Floor Accommodations:

45 General Rooms, 6 Executive Rooms, 1 Presidential Suite.

Additional Amenities:

Terrace Coffee Shop and Bar Area

Canteen & Warehouse

The canteen can accommodate a maximum of 100 people at a time, ensuring that it meets the needs of the office staff and visitors during peak hours. The canteen has Indoor Seating Area, Outdoor Seating Area, Kitchen, Receiving Area and Service Areas

The warehouse is designed to support efficient storage and logistics operations, maintaining an offset of 10 meters from the access road to allow for unobstructed loading and unloading activities.

Recreational Facility

The Recreational Facility provide a variety of amenities that cater to both the primary users of the ZNPHI complex and the public including a Gymnasium, recreational play areas, including a playground, football ground, and a multigame area, a pub area, an outdoor grille area.

Specification

Specifications can be accessed through the link:
https://www.znphi.co.zm/procurement#ZMMOH462125CWRFB

Environmental and Social (ES) requirements

Environmental and Social Management Framework

The Contractor will be required to provide for sound environment management practices, and should show in the tender proposed adherence to the requirements of Zambian Laws of environment protection such as the Environmental Management Act No 12 of 2011. This should be contained under the ESMP provisions.

The ESMP Framework discussed in this document (section VII – Works Requirements) shall be read in conjunction with the tender document and shall be deemed to include all descriptions of environmental protection and mitigation. The ESMP Framework shall supplement but not supersede normal Regulatory Controls from Health and Safety Inspectorates mandated under the Public Health Act, Occupational Health and Safety Act, Factories Act and the Radiation Protection Act.

The Contractor will need to show how the following elements of the environment will be addressed in their tender document when they develop the Environmental and Social Implementation Strategy. The Contractor is always guided to included costs related to the implementation of such measures.

Soil erosion

- Controlling and management of excavation activities
- Installation of erosion control measures such as check dams, scour checks and impact dissipaters
- Landscaping and re-vegetating construction site and gravel sites

Pollution (air, noise, water)

- Supervision of construction traffic, including control of speed
- Sensitization of workforce
- Maintenance of plant and equipment
- Proper disposal of construction debris, proper handling, storage and disposal of oil and oil wastes, and disposal of wastewater/sewage at Contractor's/workmen's camps

Materials sources

- Planned, controlled and restricted access to all materials sites
- Proper management of excavation activities
- Terraced landscape where necessary, and grassing and re-vegetation of materials sites
- Compensation of individuals/ communities as required for use of material
- Controlled blasting of hard stone material

Water Sources

- Consultation with communities during identification of sources

- Management of water usage

Deviations/Access Roads

- Planning of deviations/Access Roads
- Reinstating deviations (and old tracks) to original condition

Vegetation

- Prohibition of use of herbicides
- Landscape & planting all disturbed areas (pits, deviations, embankments, camps sites)
- Planting of trees at around construction site for aesthetic, as wind breaker and pollution screens.

Demobilization/ Decommissioning

- Proper removal and disposal of construction buildings and structures required for the contractors'/workmen's camp, and construction wastes including oil, solid wastes, and debris after construction works are complete, and restoration to original condition where applicable.

Public Health and Occupational Safety

- Provision of water supply for the workforce, and proper facilities for the disposal of solid and sanitary waste
- Provision of protective gear to workforce
- Provision of a first aid kit on site

Traffic Management/Public Safety

- Supervision of construction traffic and management of construction activities
- Provision of safe access/egress to work sites
- Erection of warning signs

Site of cultural, historical and traditional value

- All findings to be reported to the Project Engineer.
- All graves are to be avoided.

Planning and prevention

- Frequency of Environmental site meetings to be chaired by the Environmental Control Officer and attended by relevant parties
- Adoption of time scale and planning for all relevant measures
- Procedure for correction of bad practice
- Reinstatement of borrow pits

MEDICAL AND HIV/AIDS PREVENTION PROGRAMS

As part of HIV/AIDS prevention, the Contractor will be expected to develop a program, that will require approval of the Project Engineer which ensures any new staff commencing work on the site undergo HIV awareness and counselling in group sessions or on an individual basis. The Contractor shall also ensure that condoms provided as part of the HIV/STD control program are readily available to all staff.

A summary of the ESHS aspects to be covered in the Bid and tender documents are shown in the accompanying tables.

ENVIRONMENTAL ASPECTS	
Resource efficiency, pollution prevention and health care waste management	Air and water quality monitoring to control pollution levels Public nuisance caused by construction or operation activities
Waste Management	Waste handling and disposal components (Both hazardous and non-hazardous)
Biodiversity conservation and sustainable natural resource management	Habitat preservation; protection of the flora and fauna
Health and climate change	Climate change mitigation plan
SOCIAL ASPECTS	
Health and social impacts: gender equality, rights and equity	Potential risks to local Community Health and Safety during construction or operations (including exposure to STIs such as HIV)
Community and stakeholder consultation and engagement	Social tension related to the change of land-use Procedures for addressing community concerns
Displacement from homes and communities	Resettlement plans (Compensation and relocation)
Labor Rights; Protecting workers rights and ensuring safe working conditions	Labour and working conditions: grievance mechanisms
Cultural heritage	Cultural Heritage Preservation
CODE OF CONDUCT	
Environmental responsibility	Ensure compliance with laws and regulations Natural resource protection Pollution prevention and control Waste management (i.e. non-hazardous & hazardous)
Social responsibility	Respect local communities Cultural heritage preservation

	Observe labor rights and fair treatment Grievance mechanisms
Health and Safety responsibility	Occupational health safety Safe working conditions Emergency preparedness
Ethical issues	Maintain ethical standards Accountability and transparency Confidentiality and data protection No corruption
Compliance and reporting	Adherence to the guidelines of the ESMP Regular monitoring and reporting Incident reporting and response system
GENDER-BASED VIOLENCE & HARASSMENT (GBVH)	
Risk Assessment	Identify risks and vulnerabilities to GBVH
Policy statement	Zero tolerance GBVH policy
Training and awareness	Provision of GBVH training
Grievance mechanism	Provide channels for reporting GBVH incidents
Monitoring and Reporting	Monitor GBVH incidents and response actions

Occupational Health and Safety Management Framework

The Contractor shall ensure to implement and provide a sufficient budget in the BoQ for the implementation of the following, at a minimum:

Work Platforms and Scaffolding

1. Manufactured work platforms shall be erected, used, inspected, tested, maintained, and repaired in accordance the manufacturer's recommendations as outlined in the operating manual. A copy of the manufacturer's recommendations (operating manual) available at the work site.
2. Work platforms shall comply with fall protection and appropriate access requirements of the fall protection section of this standard.
    a) All requirements of this section shall be applied to work platforms and means of access.
3. Prior to commencing any activity that requires work in elevated areas, all provisions for access and fall protection shall be delineated in the Site-Specific Fall Protection and

Prevention Plan and AHA. For specific guidance related to erecting and disassembling scaffolds.

4. The following hierarchy and prohibitions shall be followed in selecting appropriate work platforms.
    a) Scaffolds, platforms, or temporary floors shall be provided for all work except that can be performed safely from the ground or similar footing.
    b) Ladders may be used as work platforms only when use of small hand tools or handling of light material is involved.
5. Erection, moving, dismantling, or altering of work platforms shall be under the supervision of a Competent Person.
6. Contractors shall use a scaffold tagging system in which all scaffolds are tagged by the Competent Person. Tags shall be readily visible, made of materials that will withstand the environment in which they are used, be legible and shall include:
    a) The Competent Person's name and signature;
    b) Dates of initial and last inspections.
7. Work platforms shall not be erected or used in the immediate vicinity of power lines or electrical conductors until such are insulated, de-energized, or otherwise rendered safe against accidental contact.
8. Anyone involved in erecting, disassembling, moving, operating, using, repairing, maintaining or inspecting a scaffold shall be trained by a Competent Person to recognize any hazards associated with the work in question. Proof of training shall be available upon request.

SCAFFOLDS - GENERAL

9. Capacities.
    a) Scaffolds and their components shall be capable of supporting without failure at least 4 times the maximum anticipated load.
    b) Direct connections to roofs and floors, and counterweights used to balance adjustable suspension scaffolds, shall be capable of resisting at least 4 times the tipping moment imposed by the scaffold operating at the rated load of the hoist, or 1.5 (minimum) times the tipping moment imposed by the scaffold operating at the stall load of the hoist, whichever is greater.
10. Design.
    a) Factory-fabricated scaffolds and components shall be used

b) Supporting members and foundations shall be of sufficient size and strength to safely distribute loading.

c) Supporting members shall be placed on a firm, smooth foundation that will prevent lateral displacement.

d) Unstable objects such as barrels, boxes, loose bricks, or concrete blocks shall not be used as supports.

e) Vertical members (i.e., poles, legs, or uprights) shall be plumb and securely braced to prevent swaying or displacement.

11. The design and construction or selection of planking and platform for means of access shall be based upon either the number of persons for which they are rated or the uniform load distribution to which they will be subjected.

12. Scaffolds shall be plumb and level.

13. Scaffolds (other than suspended scaffolds) shall bear on base plates upon mudsills or other adequate foundation.

14. Working levels of work platforms shall be fully planked or decked.

15. Planking.

a) All wood planking shall be selected for scaffold plank use as recognized by grading rules established by a recognized independent inspection agency for the species of wood used.

b) The maximum permissible spans for 2-in x 10-in (5-cm x 25.4-cm) (nominal) or 2-in x 9-in (5-cm x 22.8-cm) (rough) solid sawn wood planks shall be as shown in Table 22-3:

c) The maximum permissible span for 1 ¼ in x 9 in (3.1 cm x 22.8 cm) or wider wood plank of full thickness with a maximum intended load of 50 lb/ft2 shall be 4 ft (1.2 m).

d) Fabricated planks and platforms may be used in lieu of solid sawn wood planks. Maximum spans for such units shall be as recommended by the manufacturer based on the maximum intended load.

e) Planking shall be secured to prevent loosening, tipping, or displacement and supported or braced to prevent excessive spring or deflection. Intermediate beams shall be provided to prevent dislodgement of planks due to deflection.

f) Planking shall be laid with edges close together across the entire access surface. There will be no spaces through which personnel, equipment, or material could fall.

g) Where the ends of planks abut each other to form a flush floor, the butt joint shall be at the centerline of a pole and abutted ends shall rest on separate bearers.

h) For outrigger scaffolds, the platform will be nailed or bolted to the outriggers and shall extend to within 3 in (7.6 cm) of the building wall.

i) Planking shall be supported or braced to prevent excessive spring or deflection and secured and supported to prevent loosening, tipping, or displacement.

j) When a scaffold materially changes its direction, the platform planks shall be laid to prevent tipping.

k) The planks that meet the corner bearer at an angle shall be laid first, and extend over the diagonally placed bearer far enough to have a good safe bearing but not far enough to

l) involve any danger from tipping, and (2) The planking running in the opposite direction at an angle shall be laid so as to extend over and rest on the first layer of planking.

m) Planks shall be maintained in good condition. When cracks exceed 1.5 times the width of the board the plank will not be used. Planks with notches deeper than 1/3 the width of the plank will not be used. Planks with saw kerfs shall not be used.

16. Work platforms shall be securely fastened to the scaffold.
17. When moving platforms to the next level, the old platform shall be left undisturbed until the new bearers have been set to receive the platform planks.

CRANES AND HOISTING EQUIPMENT

1. Before any crane or hoisting equipment is placed in use, it shall be inspected and tested and certified in writing by a competent person to be in accordance with the manufacturer's recommendations and the requirements of this manual.
2. The Contractor shall comply with all manufacturer's instructions, procedures and recommendations applicable to the operational functions of equipment, including its use with attachments. The safe operating speeds or loads shall not be exceeded. When they are not available, the employer shall develop and ensure compliance with all procedures necessary for the safe operation of the equipment and attachments.
3. Mechanized equipment shall be shut down before and during fueling operations. Closed systems, with an automatic shutoff that will prevent spillage if connections are broken, may be used to fuel diesel powered equipment left running.

4. Inspections or determinations of road and shoulder conditions and structures shall be made in advance to assure that clearances and load capacities are safe for the passage or placing of any mechanized equipment.
5. Equipment requirements, as applicable to the type equipment.
    a) An operable fuel gage;
    b) An operable audible warning device (horn);
    c) Adequate rearview mirror or mirrors;
    d) Non-slip surfaces on steps;
    e) A power-operated starting device;
    f) Seats or equal protection must be provided for the operator and all personnel required to be in/on equipment;
    g) Whenever visibility conditions warrant additional light, all vehicles, or combinations of vehicles, in use shall be equipped with at least two headlights and two taillights in operable condition;
    h) Glass in windshields, windows, and doors shall be safety glass. Cracked or broken glass shall be replaced;
    i) One (minimum) dry chemical or CO^2 fire extinguisher with a minimum rating of 10B:C installed in the cab or at the machinery housing;
    j) All self-propelled equipment, whether moving alone or in combination, shall be equipped with a backup alarm.
6. Rollover protective structures (ROPS) as required by the manufacturer must be in place and maintained.
7. All guarding and safety devices shall be provided, used and maintained:
    a) All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard.
    b) All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.
    c) Platforms, foot walks, steps, handholds, guardrails, and toe boards shall be designed, constructed, and installed on machinery and equipment to provide safe footing and access ways. See construction guide manual.
    d) Equipment shall be provided with suitable working surfaces of platforms, guardrails, and hand grabs when attendants or other employees are required to

ride for operating purposes outside the operator's cab or compartment. Platforms and steps shall be of nonskid materials.

8. Work Area Control. When there are accessible areas in which the equipment's rotating superstructure (permanently or temporarily mounted) poses a risk of striking and injuring an employee or pinching/crushing an employee against another part of the equipment or another object, employees shall be prevented from entering these areas (i.e., communication or risk, placement/maintenance of control or warning lines, railings or barriers).

Minimum Content of ES requirements

In preparing detailed specifications for ES requirements, the specialists should refer to and consider:

- *project reports e.g., ESIA/ESMP/HSMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g., WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g., EU Council Directive 91/271/EEC Concerning Urban Wastewater Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g., of those reporting allegations of SEA.*
- *SEA prevention and management.*

The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working.

The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions if any) and other parts of the specifications.

Payment for ES Requirements

The Contractor must ensure they cost the delivery of the ES requirements in totality, making reference to the environmental, social, health and safety management tools. This is a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items. As an example, the cost of implementing workplace safe systems of work, ensuring the worksites are adequately barricaded and sign posted, including the measures necessary for ensuring traffic and road safety, shall be covered by the Bidder's rates for the relevant works. Additionally, the Contractor should set aside provisional sums for discrete activities requiring procurement of experts to conduct activities such as HIV counselling service to the Contractor workers.

Contractor's Representative and Key Personnel

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

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

Contractor's Representative and Key Personnel

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

Drawings

All tender drawings can be accessed through the link:
https://www.znphi.co.zm/procurement#ZMMOH462125CWRFB

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017, reprinted 2022 with amendments" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which comprise of the World Bank's COPA and the amendments and additions to such General Conditions.

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

International Federation of Consulting Engineers (FIDIC)

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www.fidic.org

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Section IX - Particular Conditions

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

Conditions

Part A – Contract Data

<table>
<tr><th>Conditions</th><th>Sub-Clause</th><th>Data</th></tr>
<tr><td>Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost</td><td>1.1.20</td><td>10%</td></tr>
<tr><td>Employer’s name and address</td><td>1.1.31</td><td>Zambia National Public Health Institute
Stand No. 1186, Second Floor
Corner Addis Ababa Drive & Chaholi Road
Rhodes Park
Lusaka, Zambia</td></tr>
<tr><td>Engineer’s name and address</td><td>1.1.35</td><td>Engineer Saliya Lenaduwa
Engineering Consultants (Pvt) Ltd,
N0. 3, Swarna Place, Nawala Road,
Rajagiriya, Sri Lanka.</td></tr>
<tr><td>Bank’s name</td><td>1.1.89</td><td>World Bank (IDA)</td></tr>
<tr><td>Borrower’s name</td><td>1.1.90</td><td>Government of the Republic of Zambia</td></tr>
<tr><td>Time for Completion</td><td>1.1.84</td><td>
<table>
<tr><th>S/N</th><th>Description</th><th>Sectional Completion Period</th></tr>
<tr><td>1</td><td>Office Block, Warehouse & Canteen with associated external works, roads and carparks</td><td>18 Months</td></tr>
<tr><td>2</td><td>Training Facility & Community Recreational Centre with associated external works, roads and carparks</td><td>24 months</td></tr>
<tr><td>3</td><td>Lodging Facility with associated external works, roads and carparks</td><td>24 Months</td></tr>
</table>
</td></tr>
<tr><td>Defects Notification Period</td><td>1.1.27</td><td>365 days. (one year)</td></tr>
<tr><td>Sections</td><td>1.1.73</td><td>
<table>
<tr><th>S/N</th><th>Description</th></tr>
<tr><td>1</td><td>Office Block, Warehouse & Canteen with associated external works, roads and carparks</td></tr>
</table>
</td></tr>
</table>

Conditions	Sub-Clause	Data
		2 Training Facility & Community Recreational Centre with associated external works, roads and carparks 3 Lodging Facility with associated external works, roads and carparks
Electronic transmission system	1.3 (a) (ii)	Yes
Address of Employer for communications:	1.3(d)	Zambia National Public Health Institute Stand No. 1186, Second Floor Corner Addis Ababa Drive & Chaholi Road Rhodes Park Lusaka, Zambia
Address of Engineer for communications:	1.3(d)	Engineering Consultants (Pvt) Ltd N0. 3, Swarna Place, Nawala Road, Rajagiriya, Sri Lanka.
Address of Contractor for communications:	1.3(d)	
Governing Law	1.4	Laws of Zambia
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	Within 28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	05 Copies
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	110% of the Accepted Contract Sum
Site	1.1 74	The site is located at latitude (-15.393759220112234) and longitude, (28.473676987472576). The site is located approximately 26 km from Lusaka Central Business District. It is located in the Silverest Area, in Chongwe District at the junction of Palabana and Chalimbana Roads.
Time for access to the Site	2.1	The right of access to and possession of all parts of the Site shall be given by the Commencement Date.
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount in excess of 25 shall require written consent of the Employer.

Conditions	Sub-Clause	Data
Cyber security- Contractor's obligations	4.1	*N/A*
Performance Security	4.2	The Performance Security will be in the form of a 10 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Environmental and Social (ES) Performance Security	4.2	The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of *1%* of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notification of errors in the items of reference	4.7.2 (a)	28 Days
Period of payment for temporary utilities	4.19	30 Days
Number of additional paper copies of progress reports	4.20	05 Copies
Cyber security	4.20	*N/A*
Cyber security-immediate reporting	4.20	*N/A*
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	50%
Parts of the Works for which subcontracting is not permitted	5.1(b)	Civil Works
Normal working hours	6.5	08:00hrs – 13:00hrs and 14:00hrs - 17:00hrs (8hrs) Monday to Saturday excluding public holidays and Sunday
Number of additional paper copies of program	8.3	05 Copies
Delay damages payable for each day of delay	8.8	0.05% of the Accepted Contract Amount, less provisional sum, for DAAB.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB.
Method of measurement	12.2	Standard Method of Measurement
Percentage profit	12.3	As stated under 1.1.20 above
Cyber security- Variation	13.3.1(a)	*N/A*

Conditions	Sub-Clause	Data
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4 (b)(ii)	5% and 10% respectively
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.
Repayment of Advance payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums - 10% (b) percentage deductions for the repayment of the Advance Payment - 28%
Period of payment	14.3	28 days after acceptance of interim payment certificate
Number of additional paper copies of Statements	14.3(b)	05 copies
Percentage of retention	14.3(iii)	10 %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10 %
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ *[list]*.
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site *[list]*.
Minimum Amount of Interim Payment Certificates	14.6.2	2.5% of the Accepted Contract Amount.
Cyber security- withholding payments	14.6.2	*N/A*
Period of payment of Advance Payment to the Contractor	14.7(a)	28 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	28 days

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	"These financing charges shall be calculated as follows: on unpaid sums in USD shall be paid entirely in the USD at the rate of one percentage point (1%) above the Secured Overnight Financing Rate (SOFR)."
Number of additional paper copies of draft Final Statement	14.11.1(b)	05 copies
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	N/A
Permitted deductible limits	19.1	- insurance required for the Works: 5% of each and every claim - insurance required for Goods: 5% of each and every claim - insurance required for liability for breach of professional duty: 5% of each and every claim - insurance required against liability for fitness for purpose (if any is required): 5% of each and every claim - insurance required for injury to persons and damage to property: 0% - insurance required for injury to employees: 0% - other insurances required by Laws and by local practice: 0%
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1(b)	*15%*

Conditions	Sub-Clause	Data
List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	- Riot, commotion or disorder by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors - Any operation of the forces of nature which is Unforeseeable or against which the experienced contractor could not reasonably have been expected to have taken adequate preventive precautions
Extent of insurance required for Goods	19.2.2	Full replacement value
Amount of insurance required for Goods		Full replacement value
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	10% of Accepted Contract Amount
Insurance required against liability for fitness for purpose	19.2.3(b)	*N/A*
Period of insurance required for liability for breach of professional duty	19.2.3	From the Commencement Date to a day 5 years beyond Defect Notification Period.
Amount of insurance required for injury to persons and damage to property	19.2.4	**For Injury to Person** Amount covered is USD 25,000.00 – number of events are unlimited **For Damage to Property including third party property** Amount covered is USD 100,000.00 – number of events are unlimited
Other insurances required by Laws and by local practice (give details)		N/A
Time for appointment of DAAB member (s)	21.1	Within 42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	One Member

Conditions	Sub-Clause	Data
List of proposed members of DAAB	21.1	Proposed by Employer *[Attach CVs to the bidding document and the Contract] please complete* *1. Mr. Bwalya Lumbwe* Proposed by Contractor *[Attach CVs to the Contract]* *1.*_____

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
Office Block, Warehouse and Canteen with associated External Works, Roads and Car Parks.		18 Months	10% of the accepted contract amount less provisional sum for DAAB
Training Facility and Community Recreational Centre with associated External Works, Roads and Car Parks.		24 Months	10% of the accepted contract amount less provisional sum for DAAB
Lodging Facility with associated External Works, Roads and Car Parks.		24 Months	10% of the accepted contract amount less provisional sum for DAAB

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Part B - Special Provisions

Sub-Clause 1.1.49	The Sub-Clause is replaced with:
Laws	"**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority."
Sub-Clause 1.1.74	The Sub-Clause is replaced with:
Site	"**Site**" means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site."

Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88

Sub-Clause 1.1 89 Bank	"**Bank**" means the financing institution (if any) named in the Contract Data.
Sub-Clause 1.1.90 **Borrower**	"**Borrower**" means the person (if any) named as the borrower in the Contract Data.
Sub-Clause 1.1.91 **ES**	"**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
Sub-Clause 1.1.92 **Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)**	"**Sexual Exploitation and Abuse" "(SEA)"** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.

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

Sub-Clause 1.2
Interpretation

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

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

"he/she" is replaced with:" it;"

"him/her" is replaced with "it;"

"his" and "his/her" are replaced with: "it's;"

"himself/herself" are replaced with: "itself"."

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

sub-paragraph (k) is added:

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

Sub-Clause 1.5
Priority of Documents

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

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

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

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

and the list renumbered accordingly.

Sub-Clause 1.6
Contract Agreement

The last paragraph is replaced with:

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

Sub-Clause 1.12
Confidentiality

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

	"or" at the end of (b) is deleted. "or" at the end of (c) is added. The following is then added as (d): "is being provided to the Bank."
Sub-Clause 1.17 **Inspections & Audit by the Bank**	The following Sub-Clause is added after Sub-Clause 1.16: "Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)."
Sub-Clause 2.4 **Employer's Financial Arrangements**	The first paragraph is replaced with: "The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer's obligations under the Contract." The following sub-paragraph is added at the end of Sub-Clause 2.4: "In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available."

Sub-Clause 2.6

Employer-Supplied Materials and Employer's Equipment

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

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

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

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

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

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

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

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

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

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

rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].

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

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

Sub-Clause 2.7

SEA/SH Conference

The following new Sub-Clause is added

"The Employer shall organize and run a SEA/SH orientation conference as soon as possible after the constitution of the DAAB and prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, the DAAB members and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SH Referrals*], Sub-Clause 21.10 [*Dissatisfaction with DAAB's decision of SEA/SH Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*].

Sub-Clause 3.1

The Engineer

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

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

Sub-Clause 3.2

Engineer's Duties and Authority

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

(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;

(i) in an emergency situation as determined by the Engineer; or

(ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

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

Sub-Clause 3.3

Engineer's Representative

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

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

Sub-Clause 3.4

Delegation by the Engineer

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

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

Sub-Clause 3.6

Replacement of the Engineer

In the first paragraph, "42 days" is replaced with: "21 days";

In the third paragraph, "shall" is replaced with: "should."

Sub-Clause 4.1

Contractor's General Obligations

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

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

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

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

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

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

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

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

(i) design structural elements of the Works taking into account climate change considerations;

(ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances;

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

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

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

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

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

(ii) may have an interest in the Contract.

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

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

Sub-Clause 4.2

Performance Security and ES Performance Security

The first paragraph is replaced with:

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

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

2.1- Right of Access to the Site;

	14.2- Advance Payment; 14.6- Issue of IPC; 14.12- Discharge; 14.13- Issue of FPC; 14.14 Cessation of Employer's Liability; 15.2- Termination for Contractor's Default; 15.5- Termination for Employer's Convenience.
Sub-Clause 4.2.1 **Contractor's obligations**	The first paragraph is replaced with: "The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and, if applicable, the ES Performance Security, shall be issued by a reputable bank or financial institution selected by the Contractor. The Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form agreed by the Employer." Thereafter, throughout Sub-Clause 4.2 "Performance Security" is replaced with: "Performance Security and, if applicable, ES Performance Security."
Sub-Clause 4.2.2 **Claims under the Performance Security**	The first paragraph is replaced in its entirety with: "The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract."
Sub-Clause 4.2.3 **Return of Performance Security**	In sub-paragraph (a) "21 days" is replaced with: "28 days".
Sub-Clause 4.3 **Contractor's Representative**	The following is added at the end of the last paragraph: "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.6 **Co-operation**	The following is added after the first paragraph: "The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow

appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment."

Sub-Clause 4.8

Health and Safety Obligations

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

"

(h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;

(i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;

(j) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

(k) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

(l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a) , (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

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

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and

other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*.

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

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

(a) which shall include at a minimum:

(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

(ii) details of the training to be provided, records to be kept;

(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This

includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;

(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and

(b) any other requirements stated in the Specification.

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

Sub-Clause 4.15

Access Route

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

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

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

Sub-Clause 4.18

Protection of the Environment

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

"The Contractor shall take all necessary measures to:

(a) protect the environment (both on and off the Site); and

(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

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

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as

practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

Sub-Clause 4.20

Progress Reports

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

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

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

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

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

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the

Contractor of any incidents or accidents referred to in this Subclause."

Sub-Clause 4.21 Security of the Site

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

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

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

(a) for keeping unauthorised persons off the Site;

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

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

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate

conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

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

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

Sub-Clause 4.23

Archaeological and Geological Findings

The first paragraph is replaced with the following:

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

(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and

(c) implement any other action consistent with the requirements of the Specification and relevant Laws."

Sub-Clause 4.24

Suppliers (other than Subcontractors)

4.24.1 Forced Labour

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

4.24.2 Child labour

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

4.24.3 Serious Safety Issues

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

4.24.4 Obtaining natural resource materials in relation to supplier

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

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical

habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

Sub-Clause 4.25

Code of Conduct

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

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

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

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

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

Sub-Clause 5.1

Subcontractors

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

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

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

The following is added after the first sentence of the fourth paragraph: "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in

accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors."

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

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

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

Sub-Clause 5.2.2

Objection to Nomination

In sub-paragraph (c):

"and" is deleted from the end of (i);

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

The following is then added as (iii):

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

Sub-Clause 6.1

Engagement of Staff and Labour

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

"The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and

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

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate

qualifications and experience from sources within the Country."

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

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

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

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification; and

(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

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

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

Sub-Clause 6.5 Working Hours

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

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

Sub-Clause 6.6

Facilities for Staff and Labour

The following is added as the last paragraph:

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

Sub-Clause 6.7

Health and Safety of Personnel

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

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

Sub-Clause 6.9

The Sub-Clause is replaced with:

Contractor's Personnel

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

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

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons];

(g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

Sub-Clause 6.12

Key Personnel

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

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available

during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.28 are added after sub-clause 6.12

Sub-Clause 6.13
Foreign Personnel

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

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

Sub-Clause 6.14
Supply of Foodstuffs

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

Sub-Clause 6.15
Supply of Water

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

Sub-Clause 6.16
Measures against Insect and Pest Nuisance

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

Sub-Clause 6.17
Alcoholic Liquor or Drugs

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

Sub-Clause 6.18
Arms and Ammunition

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

Sub-Clause 6.19

Festivals and Religious Customs

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

Sub-Clause 6.20

Funeral Arrangements

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

Sub-Clause 6.21

Forced Labour

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

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

Sub-Clause 6.22

Child Labour

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

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

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

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely

to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23

Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

Sub-Clause 6.24

Workers' Organisations

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

Sub-Clause 6.25

Non-Discrimination and Equal Opportunity

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

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

Sub-Clause 6.26

Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.27 below). The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

Sub-Clause 6.27

Contractor's-SEA/SH Response Mechanism; Receipt of SEA/SH allegations; and Contractor's and non-compliance

6.27.1 The Contractor's SEA/SH Response Mechanism

The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any other person including third parties ("SEA/SH Response Mechanism").

The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns.

As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel.

6.27.2 Receipt of SEA/SH allegations

Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate,

the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident.

Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern.

The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*.

6.27.3 Contractor's non-compliance with SEA/SH contractual obligations

If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*.

If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however, determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*.

Sub-Clause 6.28

Training of Contractor's Personnel

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

As stated in the Specification or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

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

Sub-Clause 7.3

Inspection

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

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

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

Sub-Clause 7.7

Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1

Commencement of Work

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

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

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

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

(b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);

(c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under

(a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;

(d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor;

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

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

Sub-Clause 11.7

Right of Access after Taking Over

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

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

Sub-Clause 13.3.1

Variation by Instruction

Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data."

Sub-Clause 13.4

Provisional Sums

The following is inserted as the penultimate paragraph:

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

Sub-Clause 13.6

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

Adjustments for Changes in Laws

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

Sub-Clause 14.1

The Contract Price

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

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

[Alternative 1]

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

[Alternative 2]

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

by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining."

Sub-Clause 14.2.1

Advance Payment Guarantee

The first paragraph is replaced with:

"The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for bidding documents for the subject contract or in another form acceptable to the Employer."

Sub-Clause 14.3

Application for Interim Payment

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "any reimbursement due to the Contractor under the DAAB Agreement. (Appendix General Conditions of DAAB Agreement)."

Sub-Clause 14.6.2

Withholding (amounts in) an IPC

"and/or" from subparagraph (b) is deleted.

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

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

(i) failure to comply with any ES obligations or work described in the Works' Requirements which may include working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or

cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

(iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization;

(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;

(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;

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

The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Engineer, may be withheld until the obligation has been performed."

Sub-Clause 14.7

Payment

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

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

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

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

Sub-Clause 14.9

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

Release of Retention Money	"Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate. If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security."
Sub-Clause 14.15 **Currencies of Payment**	Throughout Sub-Clause 14.15, "Contract Data" is replaced with: "Schedule of Payment Currencies."
Sub-Clause 15.1 **Notice to Correct**	"and" is deleted from (b) and "." is replaced by: "; and" in (c). The following is then added as (d) "(d) specify the time within which the Contractor shall respond to the Notice to Correct."

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

Sub-Clause 15.2.1

Notice

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

Sub-Clause 15.8

Fraud and Corruption

The following new Sub-Clause is added:

"

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

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

Sub-Clause 16.1

Suspension by Contractor

The following paragraph is inserted after the first paragraph:

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

Sub-Clause 16.2.1

Notice

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

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

sub-paragraph (f) is replaced with:

"(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving

the Letter of Acceptance, for reasons not attributable to the Contractor."

Sub-Clause 16.2.2

Termination

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

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

Sub-Clause 16.3

Contractor's Obligations After Termination

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

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

"

(c) deliver to the Engineer all Employer- Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer's Equipment]; and*

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."

Sub-Clause 17.1 Responsibility for Care of the Works

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

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

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

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

insurance to be provided by the Contractor	"The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country."
Sub-Clause 19.2.5	The second paragraph is replaced with:
Injury to employees	"The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."
Sub-Clause 20.1	In a): "any additional payment" is replaced with "payment."
Claims	
Sub-Clause 20.2	The first paragraph is replaced with:
Claims for Payment and/or EOT	"If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"
Sub-Clause 21.1	The following is added at the end of the first paragraph:
Constitution of the DAAB	"The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.27.2 [*Receipt of SEA/SH allegations*] and Sub-Clause 6.27.3 [*Contractor's non-compliance with SEA/SH contractual obligations*], in accordance with Sub-Clause 21.9 [*SEA/SH Referrals]*. In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of DAAB Agreement." After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."
Sub-Clause 21.2	For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties".
Failure to Appoint DAAB Member (s)	

Sub-Clause 21.6 Arbitration

In the first paragraph, "unless otherwise agreed by both Parties:" is deleted and replaced with: " The Parties agree:"

The following new Sub-Clauses 21.9 to 21.11 are added

Sub-Clause 21.9 SEA/SH Referrals

SEA/SH Referrals pursuant to Sub-Clause 6.27 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB.

Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such statement to the DAAB copied to the Employer and the Engineer.

In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractor/s as applicable.

The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall

not disclose the name of the alleged survivor nor of the alleged perpetrator.

Sub-Clause 21.10

Dissatisfaction with DAAB's decision on SEA/SH Referrals

If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 *[SEA/SH Referrals]*, such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 *[Dissatisfaction with DAAB's decision]*. Sub-Clause 21.5 *[Amicable Settlement]* shall not apply.

If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 *[Arbitration]*.

Where arbitration is conducted pursuant to the ICC Arbitration Rules, the parties agree that the time limit set in Article 1.6 of Appendix V to the ICC Arbitration Rules shall be 10 days from the notification of the Emergency Arbitrator Order unless the President of the ICC International Court of Arbitration determines that a longer period is necessary.

Sub-Clause 21.11

Bank's disqualification of the Contractor and its Subcontractor/s

The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any.

If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractor/s determined to be non-compliant, from being awarded a Bank-financed contract unless the ICC Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractors receives an arbitration award in its favor within the two year period. The Contractor's disqualification under this Sub-Clause is without prejudice to the Parties' rights and obligations under the Contract.

Appendix- General Conditions of DAAB Agreement

1. **Definitions** Sub-Clause 1.4 "DAAB Activities." At the end, the following is added: "This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract."

In Sub-Clause 1.8 a(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer."

2. General Provisions

Sub-Clause 2.2 is deleted in its entirety.

3. Warranties

Sub-Clause 3.3 is deleted and replaced with the following:

"When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she:

a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management;

b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;

c) has received formal training as an adjudicator from an internationally recognized organization;

d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;

e) has experience in the interpretation of construction and/or engineering contract documents;

f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and

g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."

7. Confidentiality

In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b),

and the following added:

"or (d) is being provided to the Bank."

9. Fees and Expenses

In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with: "in less than first class."

In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences, respectively.

Annex- DAAB Procedural Rules

Rule 3.3 In 3.3 (b), “140 days” is replaced with: “90 days”.

Rule 3.7 The following is added after the sentence: “The agenda shall include review of the (i) Contractor’s compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer’s failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.27 of the Contract Conditions.”

Rule 3.10 The following is added at the end of the paragraph: “The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations.”

The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor’s failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.27 of the Contract Conditions.”

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. **Purpose**

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

2. **Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators

in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner[17]; (ii) to be a nominated [18] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

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

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

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect [19] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

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

Metrics for regular reporting:

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

observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

(i) number of expats housed in accommodations, number of locals;

(ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

(iii) actions taken to recommend/require improved conditions, or to improve conditions.

g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i. training:

(i) number of new workers, number receiving induction training, dates of induction training;

(ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

(iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

(iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

(i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

(ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

(iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
   (i) Worker grievances;
   (ii) Community grievances

l. Traffic, road safety and vehicles/equipment:
   (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
   (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
   (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. Environmental mitigations and issues (what has been done):
   (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
   (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
   (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
   (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
   (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
   (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

(vii) details of tree plantings and other mitigations required undertaken in the reporting period;

(viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

(i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

(ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, which was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: □ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. □ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. □ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. □ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. □ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: _____

Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above))** *[attach details as appropriate]*. _____ _____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

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

For the attention of Bidder's Authorized Representative
Name: *[insert Authorized Representative's name]*
Address: *[insert Authorized Representative's Address]*
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*
Email Address: *[insert Authorized Representative's email address]*

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

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

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*
Contract price:	*[insert contract price of the successful Bidder]*
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. **Other Bidders** ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical and combined scores.]***

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*

3. **Reason/s why your Bid was unsuccessful** ***[Delete if the combined score already reveals the reason]***

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

4. How to request a debriefing

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

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

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

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

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, ***[insert date]*** **(local time)**.

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

Further information:

For more information, see the "Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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

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

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the addenda Nos _____ (if any);

(d) the Particular Conditions;

(e) the General Conditions;

(f) the Specification;

(g) the Drawings*;* and

(h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:

i. the ES Management Strategies and Implementation Plans**;**

ii. Code of Conduct for Contractor's Personnel (ES); and

iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security- Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: _____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[201] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[212], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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[201] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[212] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

_____

[signature(s)]

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

Performance Security- Option 2: Performance Bond

By this Bond_____ as Principal (hereinafter called "the Contractor") and_____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto_____] as Obligee (hereinafter called "the Employer") in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20___, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____ day of _____ 20 ___.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: _ *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[221] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [232], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[221] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[232] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) [241] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____..

[241] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[252] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

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

[252] *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]*[261] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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[261] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the …. Day of ……, 2…[272], and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

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

[272] *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*