TENDER DOSSIER FOR: CONSTRUCTION OF 01 YELULU IN RHINO SETTLEMENT AND HOST COMMUNITY WATER SUPPLY SYSTEM IN ARUA DISTRICT

Publication reference:

TD 19/005 / ARU-UG
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1 Annex I: Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer as defined in Section II “Bidding Data Sheet” (BDS) invites bids for the construction of Works, as described in the BDS and Section V, “Special Conditions of Contract” (SCC). The name and identification number of the Contract are provided in the BDS.

1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC GCC 1.1 (p).

1.3 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, ) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds

2.1 The Works shall be funded by KFW through the Office of the Prime Minister’s Refugee Response fund programme.

3. Fraud and Corruption

All bidders, government and Implementing Agency officials should guard against any form of corrupt and fraudulent practices during the procurement and contract execution process. Oxfam will reject a bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. Bidders shall be legally registered or incorporated within the Ugandan Law (if a bidder is not registered already at the time of bidding, efforts must be made to have the bidder registered at the shortest time possible if awarded contract). Government-owned enterprises may participate only if they are independent and operate under commercial law.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to
have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, “Form of Bid, Letter of Acceptance, and Agreement,” a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 All bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of construction works performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry out the Contract

(e) qualifications and experience of key site management and technical personnel proposed for the Contract

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the Bidder’s bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;

(j) proposals for subcontracting components of the Works
amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor’s participation is stated in the BDS.

5.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.2 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(f) a copy of the Joint venture Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

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

(a) an average annual financial amount of construction work over the period specified in the BDS of at least the multiple indicated in the BDS

(b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified in the BDS (to comply with this requirement, works cited should be at least 70 percent complete);

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) a Contract Manager with five years’ experience in works of
an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

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

5.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.4 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.4 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture’s Bid. Subcontractors’ experiences and resources shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria, unless otherwise stated in the BDS.

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder’s participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.

8. Site Visit

8.1 A site visit and meeting shall be conducted at date and venue provided in the BDS.

B. Bidding Documents

9. Contents of Bidding Documents

9.1 The set of Bidding Documents comprises the documents listed below and addenda issued in accordance with ITB Clause 11:

Invitation for Bids (IFB)
Annex I Instructions to Bidders
10. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify Oxfam in writing at Oxfam address indicated in the BDS. Oxfam shall respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids (note if the period for bid preparation and submission is 21 days, this period for responses will be shortened to not less than 7 days to the date of submission). Copies of Oxfam’s response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, Oxfam may modify the Bidding Documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to Oxfam.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, Oxfam shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bidding Documents

12.1 All documents relating to the Bid shall be in the language
13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

(a) The letter of Bid (in the format indicated in Section III);

(b) Bid-Securing Declaration, in accordance with ITB Clause 17, if required;

(c) priced Bill of Quantities;

(d) Qualification Information Form and Documents (see section IV, 4.2);

(e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the BDS.

14. Bid Prices

14.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by Oxfam when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

14.3 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, prices, and total Bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 All prices shall be expressed in Uganda shillings not including VAT. This is to allow for a fair comparison of prices, following the award of the contract; the working currency shall be Uganda Shillings.

16. Bid Validity

16.1 Bids shall remain valid for the period as specified in the BDS.

16.2 In exceptional circumstances, Oxfam may request that the bidders extend the period of validity for a specified additional
16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

17. Bid-Securing Declaration

17.1 The Bidder shall furnish as part of its Bid, a Bid-Securing Declaration in original form as specified in the BDS. Any bid not accompanied by a substantially responsive Bid-Securing Declaration shall be rejected by Oxfam as non-responsive.

17.2 The Bid–Securing Declaration shall be executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or

(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.

(c) if the successful Bidder fails within the specified time to:

(i) sign the Contract; or

(ii) furnish the required performance security.

17.3 The Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

18.1 Alternatives shall not be considered.
19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.2 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by Oxfam, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address provided in the BDS;

(b) bear the name and identification number of the Contract as defined in the BDS and SCC; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, Oxfam shall assume no responsibility for the misplacement or
premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to Oxfam at the address specified above no later than the time and date specified in the BDS.

21.2 Oxfam may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of Oxfam and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by Oxfam after the deadline prescribed in ITB Clause 21 shall be returned unopened to the Bidder.

23. Withdrawal, Substitution and Modification of Bids

23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder’s withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION” as appropriate.

23.3 No Bid may be substituted or modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 16.2 may result in the execution of the Bid - Securing Declaration pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 Oxfam shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders’ representatives who choose to attend at the time and in the place specified in the BDS.

24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
24.3 The bidders’ names, the Bid prices, the total amount of each Bid any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid-Securing Declaration, and such other details as Oxfam may consider appropriate, shall be announced by Oxfam at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders.

24.4 Oxfam shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.

25. Confidentiality 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence Oxfam's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact Oxfam on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids 26.1 To assist in the examination, evaluation, and comparison of Bids, Oxfam may, at their discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by Oxfam in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness 27.1 Prior to the detailed evaluation of Bids, Oxfam shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Bid Securing Declaration, and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or
reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, Oxfam's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by Oxfam, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by Oxfam for any arithmetic errors. Errors shall be corrected by Oxfam as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of Oxfam there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by Oxfam in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid-Securing Declaration executed in accordance with ITB Sub-Clause 17.2 (b).

29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in Uganda shillings.

30. Evaluation and Comparison of Bids

30.1 Oxfam shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, Oxfam shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause
excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;

(c) making an appropriate adjustment for any other acceptable variations and deviations; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 Oxfam reserves the right to accept or reject any variation and deviation. Variations and deviations and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for Oxfam shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, Oxfam shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding ITB Clause 31, Oxfam reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Oxfam's action.

33. Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted shall be notified of the award by Oxfam prior to expiration of the Bid validity period in writing via the Letter of Acceptance, at the same time Oxfam shall also notify all other bidders of the result of the bidding. This
letter (hereinafter and in the GCC called the “Letter of Acceptance”) shall state the sum that Oxfam shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

33.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 34 and signing the Agreement in accordance with ITB Sub-Clause 33.4.

33.3 If so required, The draft contract will be forwarded to the Ministry of Justice for Authentication. The successful bidder will be required to pay the applicable contract authentication fee to the Ministry of Justice.

33.4 The Agreement shall incorporate all agreements between Oxfam and the successful Bidder. It shall be signed by Oxfam and the successful Bidder, within 30 working days following the Letter of Acceptance’s date.

34. Performance Security

34.1 Within 30 working days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to Oxfam a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder’s option, by a bank located in the country of Oxfam, or by a foreign bank acceptable to Oxfam through a correspondent bank located in Uganda.

34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 34.1 and 33.4 shall constitute sufficient grounds for cancellation of the award and execution of the Bid-Securing Declaration. Upon the successful Bidder’s, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 34.1, Oxfam shall promptly notify the name of the winning bidder to each unsuccessful bidder.

35. Advance Payment and Security

35.1 Oxfam shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed
# 2 Annex II. Bid Data Sheet

| ITB 1.1 | The Employer is: **OXFAM-UGANDA**

The Work are: **Construction of Yelulu Water Supply System in Rhino settlement and Host Community in Arua District**

The name and identification of the contract is: **TD 19/005 / ARUA-UG**

| ITB 1.2 | The Intended Completion Period is **4 months from start date**.

5.2 (j) | The ceiling for sub contractor's participation is: **25% (Twenty five) percent**

| ITB 5.4 (a) | The Sub-Clause 5.4 (a) is modified to read as follows:

“The average annual volume of construction work for the successful bidder in the **last three years** shall be:

**Uganda shillings 1.5 billion shillings**

To check compliance, the gross total income from audited books of accounts for the last three years shall be divided by three. For Joint Ventures, the summation of incomes for the JV partners shall be used.

| ITB 5.4 (b) | Replace 5.4(b) with the following:

“participation as contractor, management contractor, or subcontractor, in **at least one contract** of a nature and complexity equivalent to the Works, with a value **800 million UGX** of similar nature (water distribution network and reservoir construction) within a period of **last three years** (to comply with this requirement, works cited should be at least 70 percent complete) by the firm.
The essential equipment to be made available for the Contract by the successful Bidder shall be:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Equipment</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply Truck</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>4-10 ton capacity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Concrete mixer with poker vibrator</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Service Van</td>
<td>1</td>
</tr>
</tbody>
</table>

The list of key personnel as follows:

1. Civil engineer Contract Manager/team leader (Bachelor’s Degree in Civil Engineering with 10 years’ experience in water system designs, project management and contract management)

2. Site Engineer (Bachelor's Degree in Civil Engineering with 05 years’ experience in water system designs, project management and contract management)

The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:

**Uganda shillings 250 million**

The availability of liquid cash evidence for evaluation purpose should be consistent bank balance (provide banks statement for the last six months). Or Unconditional letter of loan from a reputable bank.

“Misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements will also be considered as fraudulent practice as per ITB 3.”

“The figures for each of the partners of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.4 (a) and (e). Subcontractors’ experiences and resources shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria.”
### ITB 8.1

A site visit and pre-bid meeting shall take place at the following date, time and venue

**Date:** 15/10/2019.

**Time:** from **10am. to 5:pm**

**Place:** *Yelulu Rhino Camp*

Each bidder who participates in the pre-bid site visit and meeting should ensure they obtain a signed site visit certificate from Oxfam. Copy of the certificate should be submitted together with the bid. Site visit is compulsory and evidence shall be provided with the bid.

### ITB 9.2

Add sub-clause ITB 9.2 as follows:

“The bidding document and any addenda thereof is being provided in the Soft Copy.”

### B. Bidding Documents

**ITB 10.1** For *clarification purposes* only, the Oxfam’s address is:

- **Attention:** David Tumusiime
- **Address:** OXFAM- UGANDA
- **PLOT 3459, Tank-Hill Road, Muyenga,**
- **P.O. Box 6228 Kampala,**
- **Fax:** +256 414 510 242
- **Electronic mail address:** *ugandalogistics@oxfam.org*

### C. Preparation of Bids

**ITB 12.1** The language of the Bid is English

**ITB 13.1** In addition to clause 13.1 a-e add the following:

1. A signed specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works
2. Signed Oxfam Ethical and Environmental Policy
3. Signed code of conduct for Non Oxfam Novib staff.
4. Signed speak Up protocol
5. Signed Oxfam Anti-Corruption Policy
6. Signed Oxfam child protection Policy

Any other document listed in the checklist in Section IV 4.2.
| ITB 16.1 | The Bid shall be **valid for 90 days.** |
| ITB 17.1 | Bid shall include a **Bid Securing Declaration** included in Section XI form of securities. |
| ITB 17.2 | If the Bidder incurs any of the actions prescribed in subparagraphs (a) (b) or (c) of this provision, the Recipient will declare the Bidder ineligible to be awarded contracts by the Employer for a period of **two (2) years from the date of notification by the Employer in this respect.** |
| ITB 19.1 | The number of copies of the Bid to be completed and returned shall be **One (1) Original and two (2) copies** (comprising all relevant sections of the Bid). |

### D. Submission of Bids

| ITB 20.2 (a) | The Employer’s address for the purpose of Bid submission is:  
Attention: David Tumusiime; Logistics Office  
Address: PLOT 3459, Tank-Hill Road, Muyenga,  
P.O. Box 6228 Kampala, Uganda  
City: Kampala  
ZIP Code: +256 (0) 414-390500  
Country: Uganda  
Electronic mail address: [ugandalogistics@oxfam.org](mailto:ugandalogistics@oxfam.org) |
| ITB 20.2 (b) | Name and Identification number of the contract as given in ITB 1.1 above in this sheet. |
| ITB 20.2 (c) | The warning should read “**DO NOT OPEN BEFORE 21st October 2019 14:00 Hrs. (Ugandan Time)**” |
| ITB 21.1 | The deadline for submission of bids shall be **21st October 2019 14:00 Hrs. (Ugandan Time)** In case the deadline date of bid submission is declared a public holiday for the purchaser, the bids may be submitted up to the specified time on the next working day. On return of bids must sign the submission form. |

### E. Bid Opening and Evaluation

| ITB 24.1 | The bids will be opened immediately at 1400hrs after bid submission deadline at the same place of bid submission, in the presence of the bidders or their representatives who choose to attend. |
| ITB 29.1 | Replace clause 29.1 as; |
“Bids shall be evaluated in Uganda shillings

**ITB 31.2**
Add 31.2 as given below:

All firms will be subjected to administrative checks compliance (ensure that compliant documents as listed in document checklist in Section III are submitted and administratively compliant). This will be either pass/fail. Only those that pass will be subjected to Technical and Financial evaluation. The pass/fail principle will apply and the bidder with the most responsive bid will be awarded.

**F. Award of Contract**

**ITB 34.1**
The Standard Form of **Performance Security** acceptable to the Employer shall be an **Unconditional Bank Guarantee** in the format provided in *Section XI-Security Forms*. Successful bidders will submit a performance bond worth 10% of total contract value on signing of contract.

**ITB 35.1**
An advance payment equivalent to 20% of the contract price (less VAT) shall be paid to the contractor upon submission of an acceptable bank guarantee and an invoice. Form 13.4 in section XI shall be used for the advance payment guarantee.
3 Annex III. Evaluation and Qualification Criteria

This Section contains all the criteria that Oxfam shall use to evaluate the Bids and to determine the qualification of Bidders. In accordance with ITB 5 and ITB 31, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Checklist, forms of bid and other Bidding and Qualification Forms.

1. Evaluation of Bids

In addition to the criteria listed in ITB 5 (a) – (e) the following criteria shall apply:

1.1 Assessment of adequacy of Technical Proposal with Requirements

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

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

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

2. Evaluation of Eligibility and Qualification

2.1 Eligibility

This Bidding is open to all bidders from eligible countries as defined in ITB 4

2.2 Qualification

To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria
(a) an average annual financial amount of construction work over the period specified in the BDS of at least the multiple indicated in the BDS
(b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified in the BDS (to comply with this requirement, works cited should be at least 70 percent
complete); for instance, Provide Completion certificates and award letters of previous works completed and contacts of previous employers

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;

(d) Name(s) and CVs or summary of professional background of key personnel be involved in implementation of the Contract as listed in BDS

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.¹

(f) A copy of Oxfam site visit certificate signed by Oxfam representative

(g) Proof of Company Registration in Uganda

(h) Powers of attorney

(i) Active VAT registration certificate

(j) Certificate from Uganda Revenue Authority of tax clearance for the financial year 2018/2019. Addressed to Oxfam NOVIB (Oxfam NOVIB TIN 1001527796)

(k) Copy of insurance policy (legal liability at a minimum).

(l) A copy of the audited books of accounts for the past three years

(m) A letter of the tenderer’s bank to guarantee the tenderer’s solvency

(n) A bid securing declaration as provided in ITB 17

(o) 1. A signed Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works

2. A signed Oxfam Ethical and Environmental Policy

3. Signed code of conduct for Non Oxfam Novib staff.

4. A signed speak Up protocol

5. A signed Oxfam Anti-Corruption Policy

6. A signed Oxfam child protection Policy

(p) Declaration of undertaking

(q) Litigation history

( r ) Bank statements for the last six months in the name of the bidder.

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to

¹ Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Employer shall pay the Contractor’s monthly certificates.
provide clarifications within 48 hours. These requests can only be for clarification purposes, not for the correction of major details.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Oxfam in its decision concerning the award of the contract will result in the immediate rejection of his tender.
4 Annex IV. Checklist, Forms of Bid and other bidding and qualification forms
4.1 Contractor’s Bid

The Bidder shall fill in and submit this Bid form with the Bid.

Contractor’s Bid Submission Sheet

Date: [insert date (as day, month and year) of Bid Submission]
Tender Reference no:

To: [insert complete name of Employer]

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders:

(b) We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to Bidders ITB 4.1

(c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country.

(d) We offer to execute in conformity with the Bidding Documents the following Works: [insert a brief description of the Works];

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

[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

(f) 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];

(g) Our bid shall be valid for a period of [specify the number of calendar days] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it
shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(i) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Employer, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(j) We are not a government owned entity/We are a government owned entity but meet the requirements of Instructions to Bidders

(k) 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]

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<tr>
<th>Name of Recipient</th>
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<th>Reason</th>
<th>Amount</th>
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(If none has been paid or is to be paid, indicate “none.”)

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

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

(o) We shall comply with the Environmental and Social Management standards described under the ESMP commitments described in this document

Name of the Bidder* [insert complete name of person signing the Bid]

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 Schedules.
## 4.2 Documents Checklist

<table>
<thead>
<tr>
<th>S. No</th>
<th>Document</th>
<th>Clause reference</th>
<th>Template</th>
<th>Provided</th>
<th>Not Provided</th>
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<td>1</td>
<td>Annual volume of construction</td>
<td>Section III 2.2 a</td>
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<td>Experience in similar works</td>
<td>Section III 2.2 b</td>
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<td>Essential equipment’s</td>
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<td>Liquid assets- Bidders bank statements for the last six months.</td>
<td>Section III 2.2 e</td>
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<td>Site visit certificate</td>
<td>Section III 2.2 f</td>
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<td>Company Registration certificate</td>
<td>Section III 2.2 g</td>
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<td>Power of attorney</td>
<td>Section III 2.2 h</td>
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<td>Active VAT registration certificate</td>
<td>Section III 2.2 i</td>
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<td>10</td>
<td>URA certificate of tax clearance</td>
<td>Section III 2.2 j</td>
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<td>11</td>
<td>Copy of insurance policy (legal liability at a minimum).</td>
<td>Section III 2.2 k</td>
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<td>12</td>
<td>Audited books of accounts for three years</td>
<td>Section III 2.2 l</td>
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<td>13</td>
<td>A letter of the tenderer’s bank to guarantee the tenderer’s solvency</td>
<td>Section III 2.2 m</td>
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<td>14</td>
<td>A bid securing declaration as provided in ITB 17</td>
<td>Section III 2.2 n</td>
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<td>15</td>
<td>A signed Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works</td>
<td>Section III 2.2 o</td>
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<td>A signed Oxfam Ethical and</td>
<td>Section III 2.2 o</td>
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<td>17</td>
<td>Signed code of conduct for Non Oxfam Novib staff.</td>
<td>Section III 2.2 o</td>
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<td>18</td>
<td>A signed Oxfam Anti-Corruption Policy</td>
<td>Section III 2.2 o</td>
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<td>A signed Oxfam child protection Policy</td>
<td>Section III 2.2 o</td>
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<td>20</td>
<td>Signed Declaration of undertaking</td>
<td>Section III 2.2 p</td>
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<td>21</td>
<td>Litigation history</td>
<td>Section III 2.2 p</td>
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<td>21</td>
<td>Workplan and programme</td>
<td>Section III 1.1</td>
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<td>22</td>
<td>Site organization, construction method statement, plan of personell and equipment mobilization including sufficiently detailed material supply sources</td>
<td>Section III 1.1</td>
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<td>23</td>
<td>Priced bills of quantities</td>
<td>Section X</td>
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<td>24</td>
<td>Contractor’s bid</td>
<td>Section IV 4.1</td>
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<td>25</td>
<td>Bidders quality assurance systems</td>
<td>Section III 1.1</td>
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<td>26</td>
<td>proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.</td>
<td>Section I - ITB 5.2 J</td>
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</table>
### 4.3 Other forms (including templates to be used)

**FORM 4.3.1 STAFF TO BE EMPLOYED ON THE CONTRACT**

<table>
<thead>
<tr>
<th>Position/Name</th>
<th>Nationality</th>
<th>Age</th>
<th>Education</th>
<th>Years of experience (with the company/in</th>
<th>Major works for which responsible</th>
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| *(person(s) authorised to sign on behalf of the tenderer)* Date........................................
FORM 4.3.2 PROFESSIONAL EXPERIENCE OF KEY STAFF

CURRICULUM VITAE
(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
   Address (phone/fax/e-mail):
6. Education:

   | Institutions: |                      |
   | Date:         |                      |
   | From          | To                    |

   Degree or qualification:

7. Language skills
   Indicate on a scale of 1 to 5 (1 — excellent; 5 — basic):

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<thead>
<tr>
<th>Language</th>
<th>Level</th>
<th>Passive</th>
<th>Spoken</th>
<th>Written</th>
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<td>Mother tongue</td>
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8. Membership of professional bodies:
9. Other skills (e.g. computer literacy):
10. Current position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in non-industrialized countries:

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<tr>
<th>Country</th>
<th>Date: from (month/year) to (month/year)</th>
<th>Name and brief description of the</th>
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14. Professional experience:

   Date: from (month/year) to (month/year)
   Place
   Company/organization
   Position
   Job description
Signature ..................................................

(person(s) authorised to sign on behalf of the tenderer)
FORM 4.3.3 PLANT/ Equipment

Plant proposed and available for implementation of the contract\textsuperscript{4}

<table>
<thead>
<tr>
<th>DESCRIPTION (type/make/model)</th>
<th>Power/ capacity</th>
<th>No of units</th>
<th>Age (years)</th>
<th>Owned (O) or hired (H)/ and</th>
<th>Origin (country)</th>
<th>Current approximate value in euro or</th>
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<tr>
<td>A) CONSTRUCTION</td>
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\textsuperscript{4} Not all the plant owned by the company.
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<tr>
<th>DESCRIPTION (type/make/model)</th>
<th>Power/capacity</th>
<th>No of units</th>
<th>Age (years)</th>
<th>Owned (O) or hired (H)/ and percentage of ownership</th>
<th>Origin (country)</th>
<th>Current approximate value in euro or national currency</th>
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<td><strong>B) VEHICLES</strong></td>
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Signature ..........................................................
(person(s) authorised to sign on behalf of the tenderer)

Date..............................................................
FORM 4.3.4: WORK PLAN AND PROGRAMME

4.3.4.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).

4.3.4.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.

4.3.4.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.

4.3.4.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

<table>
<thead>
<tr>
<th>Work intended to be</th>
<th>Name and details of</th>
<th>Value of subcontracting as</th>
<th>Experience in similar work</th>
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</thead>
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Signature ..........................................................

(person(s) authorised to sign on behalf of the tenderer) Date .......................................
FORM 4.3.5: EXPERIENCE AS CONTRACTOR

4.3.5.1 List of contracts of similar nature and scale performed during the past 3 years

<table>
<thead>
<tr>
<th>Name of project/type of works</th>
<th>Total value of works the Contractor was responsibl</th>
<th>Period of contract</th>
<th>Start date</th>
<th>Percentage of works completed</th>
<th>Contracting authority and place</th>
<th>Prime contractor (P) or subcontractor (S)</th>
<th>Final acceptanc e issued?</th>
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<th>Name of project/type of works</th>
<th>Total value of works the Contractor was responsible</th>
<th>Period of contract</th>
<th>Start date</th>
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<td>- Not yet</td>
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</tbody>
</table>

Please attach here available references and certificates from the relevant Contracting Authorities.

Signature

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

(person(s) authorised to sign on behalf of the tenderer)

Date ..................
**FORM 4.3.6: LITIGATION HISTORY**

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last 5 years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

<table>
<thead>
<tr>
<th>Year</th>
<th>Ruling FOR or AGAINST</th>
<th>Name of client, cause of litigation, and</th>
<th>Disputed amount (current value in euro)</th>
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Signature

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(person(s) authorised to sign on behalf of the tenderer)

Date ................
FORM 4.3.7: QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature ..................................................

(person(s) authorised to sign on behalf of the tenderer)
FORM 4.3.8: Technical Proposal

- 4.3.8.1 Site Organization and Method Statement
- 4.3.8.2 Construction Schedule
- 4.3.8.3 Personnel proposed
- 4.3.8.4 Equipment proposed

Signature ..........................................................  
(person(s) authorised to sign on behalf of the tenderer)

Date ...............
5 Annex V Other forms and documents

1. Letter of acceptance,
2. Agreement,
3. Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works
4. Oxfam Ethical and Environmental Policy
5. Oxfam conduct for Non Oxfam Novib staff.
6. Oxfam Speak Up protocol
7. Oxfam Anti-Corruption Policy
8. Oxfam child protection Policy
5.1 Letter of Acceptance

The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 33 and 34. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by Oxfam required under the funding Agreement.

[insert date]

Identification No and Title of Contract: [insert identification number and title of the Contract]

To: [insert name and address of the Contractor]

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

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Bid Documents, and (b) forward the performance security pursuant to ITB Sub-Clause 33.1, i.e., within 30 working days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 46.1

Authorized Signature: ____________________________________________
Name and Title of Signatory: _________________________________________
Name of Agency: ___________________________________________________
5.2 Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works

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

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation\(^2\) (ILO) and international environmental treaties and;

(b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

In Specific Requirements, the Bidder is required to enter “Yes” in the space provided if he is compliant and committed to implement the requirements. In case the Bidder enters “No” he should explain his reason for doing so.

Attached is the required ESHS for all water supply works.

\(^2\)In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination.
# A. General Requirements for ESHS Management

*Employer: Please do not delete*

<table>
<thead>
<tr>
<th>Topic / Potential Impact</th>
<th>Requirements for Mitigation, Management and Enhancement</th>
<th>Bidder's signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Responsibilities and liabilities</td>
<td>1.1. In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the present Environment, Social, Health and Safety specifications (ESHS).</td>
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<tr>
<td></td>
<td>1.2. The Contractor is liable for all damages to the environment and people caused by the execution of the works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Engineer’s instruction.</td>
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<td></td>
<td>1.3. Under the Contract and as introduced by the present ESHS Specifications, the term “Project Area” means: a) The land where work will be carried out; or b) The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or c) Quarries for aggregates, rock material and riprap; or d) Borrow areas for sand and other selected material; or e) Stockpiling areas for backfill material or other demolition rubble; or f) Any other location, specifically designated in the Contract as a Project Area. The term “Project Area” encompasses any individual Project Area or all Project Areas. For the sake of clarity, Project Area is a different concept than Site under CC Sub-Clause 1.1.17. Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications. Site is the places where the Permanent Works...</td>
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### A. General Requirements for ESHS Management

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<td>are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor’s risk. In term of physical footprint, the CC Sub-Clause 1.1.17 Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.</td>
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<td>1.4. The ESHS Specifications refer to:</td>
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<tr>
<td>a) Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e. including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas;</td>
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<tr>
<td>b) Health and safety conditions to be maintained for the Contractor’s personnel and any other person present on the Project Areas, or along access routes;</td>
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<tr>
<td>c) Working practices and the protection of people and populations living near the Project Area but exposed to the general disturbance caused by works.</td>
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<tr>
<td>1.5. Subcontractors</td>
<td>The Contractor shall ensure that all Subcontractors and Suppliers (in particular those for major supply items) are familiar with the ESHS requirements and guidelines valid on Site and Project Area.</td>
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<tr>
<td>1.6. Applicable regulations</td>
<td>The Contractor must comply with all applicable national laws, permits and regulations and the World Bank Group’s Environmental and Social Health and Safety Standards in relation to the protection of the environment and people during</td>
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</table>
### A. General Requirements for ESHS Management

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<td>construction (e.g. management of impacts and disturbances related to water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater, national labour standards, if relevant indigenous populations, standards on occupational exposure, other). For identifying the applicable regulations, the Contractor may seek external support from a specialist.</td>
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<td>1.7 Notwithstanding the Contractor’s obligation under the above clauses, the Contractor shall implement all measures necessary to avoid undesirable adverse environmental and social impacts wherever possible, restore work sites to acceptable standards, and abide by any environmental performance requirements.</td>
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<tr>
<td>3. Management of Non-conformities</td>
<td>3.1 Non-conformities detected during inspections carried out by the Supervisor, shall be addressed through measures adapted to the severity of the situation and which may include deductions from Interim Payments in accordance with GC 11.3.</td>
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<tr>
<td>4. Resources allocated to ESHS management</td>
<td>4.1 Environment, Social, Health and Safety Officer 4.1.1 The Contractor appoints at least one or several Environment, Social, Health and Safety persons in charge, who is/are fully or in part, time in charge of implementing the ESHS requirements. The ESHS person in charge speaks fluently the language of communication of the Contract. The Contractor informs all staff and workers of the name and authority of the ESHS person in charge. 4.1.2 The ESHS person in charge holds the power within the Contractor's organization to escalate non-conformities, and in the event of severe ESHS non-conformities and in agreement with the Employer, suspend the works if considered necessary, and allocate all resources, personnel and equipment required to take any corrective action considered necessary.</td>
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A. General Requirements for ESHS Management

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<tr>
<td>4.2 Personnel in charge of relations with stakeholders</td>
<td>4.2.1 If applicable, the Contractor nominates a Stakeholders Relations Officer (or Community Liaison Officer if appropriate) who is responsible for relations and engagement with local communities, administrative authorities, and other stakeholders and representatives of economic activities. For contracts with a low level of ESHS risks and impacts, this could also be the Contractors site staff. The Community Liaison Officer must speak the language of the local population in the Project Area. The Stakeholder Relation Officer speaks fluently the language of the local population.</td>
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<td>4.2.2 The Stakeholders Relations Officer will be located onsite or within reasonable travelling time from the Project Area.</td>
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<td>4.2.3 Local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details so as to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor’s Personnel, inside or outside the Project Area or any other public disturbances caused by the works.</td>
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<tr>
<td>4.3 Both the ESHS and Stakeholder Relations Officer [Community Liaison Officer] will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay.</td>
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<tr>
<td>5. Inspections</td>
<td>5.1 The Employer will regularly inspect the Project Area and Project sites for adherence to the contract conditions including the ESHS requirements. State environmental authorities may carry out similar inspection duties. The Contractor shall comply with directives from such inspectors to implement the required measures.</td>
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### A. General Requirements for ESHS Management

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<tr>
<td>6. Reporting</td>
<td>6.1 The Contractor prepares regular ESHS progress reports as part of the contractually agreed reporting requirements to the Employer. This will include reporting of accidents and incidents in line with Paragraph 24.</td>
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</table>
| 7. Code of Conduct       | 7.1. The Contractor establishes a Code of Conduct and displays it clearly within the Project Area. The Contractor will regularly make personnel and workers aware of the Code of Conduct and the associated provisions. The Code of Conduct addresses the following issues:  
1. Compliance with applicable laws, rules, and regulations  
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)  
3. The use of illegal substances  
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)  
5. Interactions with the local community(ies), members of the local community(ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture) |                    |
### A. General Requirements for ESHS Management

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<td>and traditions)</td>
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<td>6.</td>
<td>Sexual harassment</td>
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<td>7.</td>
<td>Violence including sexual and/or gender-based violence</td>
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<td>8.</td>
<td>Exploitation including sexual exploitation and abuse</td>
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<td>9.</td>
<td>Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in the Project Area).</td>
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<td>10.</td>
<td>Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)</td>
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<td>11.</td>
<td>Avoidance of conflicts of interest</td>
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<td>12.</td>
<td>Respecting reasonable work instructions (including regarding environmental and social norms)</td>
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<td>13.</td>
<td>Protection and proper use of property (for example, to prohibit theft, carelessness or waste)</td>
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<td>14.</td>
<td>Duty to report violations of this Code</td>
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<td>15.</td>
<td>Non-retaliation against workers who report violations of the Code, if that report is made in good faith.</td>
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8. **ESHS training**

The Contractor provides ESHS inductions and trainings to the workforce, in particular regarding Health and Safety risks and mitigation measures tailored to the project scope. The Contractor makes personnel aware about the importance to protect species, habitats, fauna and flora and the safety and rights of neighbouring communities.

9. **Standards**

The Contractor complies with all applicable national norms, standards and discharge, emission etc. limit values defined in the national regulations.
### Specific Requirements for ESHS Management

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

#### B1 Protection of the Environment and People

<table>
<thead>
<tr>
<th>Topic/ Potential Impact</th>
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<tbody>
<tr>
<td>10. Protection of adjacent areas</td>
<td>10.1 Establish means of protection to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality within the works area. Use construction methods to minimise impacts to the extent possible.</td>
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<td>10.2 Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.</td>
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<td>10.3. Carry out excavation works in cut off ditches to prevent water from entering excavations.</td>
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<td>10.4 Bring work site boundaries and limits in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries.</td>
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<td>10.5 Stay out of surrounding wetland areas.</td>
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<td></td>
<td>10.6 Keep distances in compliance with national regulations and as appropriate: a) from any permanent water course and outside of floodable areas; b) from sensitive urban services and buildings (health centre, school, water supply for populations); c) from any housing; cultural sites, archaeological areas, sensitive wetlands, forest reserves or any other valued ecosystem component, or on high or steep ground or in areas of high scenic value. d) Where it is not possible to keep distances, permission shall be obtained from the appropriate authorities.</td>
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## B 1 Protection of the Environment and People

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<tr>
<td></td>
<td>10.7 Discourage construction workers from engaging in the exploitation of natural resources such as hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities.</td>
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<td>10.8 After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and allows natural regeneration of vegetation.</td>
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<td>10.9 Minimize long-term visual impacts.</td>
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<td>11. Selection of borrow areas, backfill material stockpile sites and access road</td>
<td>11.1 Prevent and minimize the impacts of borrow areas or areas to be excavated, backfill material stockpile locations and access roads, quarrying, earth borrowing, piling and building of temporary construction camps and access roads on the biophysical environment including protected areas and arable lands; local communities and their settlements. After termination of the works, in as much as possible restore/rehabilitate all sites to acceptable standards.</td>
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<td></td>
<td>11.2 Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution. Build perimeter drains around stockpile areas. Locate sediment and other pollutant traps at drainage exits.</td>
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<td>11.3 Obtain appropriate licenses/permits from relevant authorities, including traditional authorities if appropriate, to operate quarries or borrow areas.</td>
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<td>11.4 Deposit any excess material in areas approved by local authorities.</td>
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<td>11.5 Take measures to avoid that stagnant water in uncovered borrow pits creates breeding grounds for mosquitoes.</td>
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<td>11.6 If disposal sites for clean spoil are necessary, locate them in areas approved by the Employer, of low land use value and where they will not result in material being easily washed into drainage channels. Whenever possible, place spoil materials in low-lying areas, compact and plant</td>
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### B 1 Protection of the Environment and People

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<tr>
<td></td>
<td>with species indigenous to the locality.</td>
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<tr>
<td>12. Pollution prevention</td>
<td>12.1 For all works minimize pollution risk (e.g. liquid effluents; air emissions; noise and vibration management; vehicle and equipment maintenance and selection; fuel, oil and chemical storage and handling).</td>
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<td>12.2 Identify potentially toxic overburden and screen with suitable material to prevent mobilization of toxins.</td>
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<td>12.3 Use in as much as possible, local materials to avoid importation of foreign material and long-distance transportation.</td>
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<td></td>
<td>14.2 Minimise the effect of dust on the surrounding environment resulting from earth mixing sites, asphalt mixing sites, dispersing coal ashes, vibrating equipment, temporary access roads, etc. to ensure safety, health and the protection of workers and communities living in the vicinity of dust producing activities. Use best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.</td>
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<td>14.3 Use vehicles in appropriate technical conditions and provide emissions control equipment where applicable (e.g. filters).</td>
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<td>14.4 Switch off vehicles when not in use.</td>
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<td>14.5 Keep speed limits on site.</td>
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<td>14.6 Sensitise drivers with regards to all measures with regards to avoiding dust and emissions and safe driving.</td>
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<tr>
<td>15. Noise and vibration</td>
<td>15.1 Avoid operations and vehicle movements at night. Sensitise drivers.</td>
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<tr>
<td>15.2</td>
<td>Set traffic speed limits. Sensitise drivers.</td>
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<tr>
<td>15.3</td>
<td>Locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas).</td>
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<tr>
<td>15.4</td>
<td>Keep noise levels emanating from machinery, vehicles and noisy construction activities (e.g. excavation, blasting) at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities.</td>
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<tr>
<td>16. Waste</td>
<td>16.1 If not otherwise instructed by the Employer, identify waste management facilities and waste management contractors. Ensure disposal through waste contractors, licensed for treatment/removal/recycling of each of the waste types, if existent.</td>
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<td>16.2 Properly collect all wastes produced including containers, litter and any other waste generated during the construction and dispose and segregate at designated disposal sites in line with applicable government waste management regulations.</td>
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<td>16.3 Minimise the waste production to the extent possible.</td>
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<td>16.4 Check that areas for depositing hazardous materials such as contaminated liquid and solid materials are approved by the Employer and appropriate local and/or national authorities before the commencement of work. Use existing, approved sites over the establishment of new sites.</td>
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<td>16.5 Bund all vessels (drums, containers, bags, etc.) containing oil/fuel/surfacing materials and other hazardous chemicals in order to contain spillage.</td>
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<td>16.6 Remove construction waste left in stockpiles along the road, and reuse or dispose of on a daily basis.</td>
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<td>17. Vegetation clearing</td>
<td>17.1 Limit vegetation clearing to areas within the site boundary where it is strictly necessary.</td>
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<td>17.2 Avoid clearing mature trees and endangered species.</td>
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<td>17.3 Do not clear vegetation more than two months in advance of operations.</td>
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<td>18. Biodiversity management</td>
<td>18.1 Avoid to the extent possible areas of ecological value.</td>
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<td>18.2 Avoid disturbances on flora and fauna and natural habitats.</td>
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<td>18.3 Avoid forest fires.</td>
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<td>19. Erosion and sediment transport</td>
<td>19.1 If construction takes place on inclined surfaces/slopes, take appropriate erosion control measures (e.g. retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels).</td>
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<td>19.2 Appropriately store removed topsoil. After construction, use topsoil as backfill for restoration of the area.</td>
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<td>19.3 Topsoil shall not be stored in large heaps. Low mounds of no more than 1 to 2 m high are recommended.</td>
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<td>19.4 Soils shall not be stripped when they are wet as this can lead to soil compaction and loss of structure.</td>
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<td>19.5 Re-vegetate stockpiles to protect the soil from erosion, discourage weeds and maintain an active population of beneficial soil microbes.</td>
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<td>20. Site rehabilitation</td>
<td>20.1 To the extent practicable, reinstate construction working areas and natural drainage patterns where they have been altered or impaired after construction activities are completed. Rehabilitate the site progressively so that the rate of rehabilitation is similar to the rate of construction. Revegetate with plant species that will control erosion, provide vegetative diversity and, through succession, contribute to a resilient</td>
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**B 1 Protection of the Environment and People**

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<td>ecosystem. If appropriate, for larger revegetation areas consult experts.</td>
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<td>20.2 Avoid that rehabilitated areas pose health and safety risks (such as holes, ponds).</td>
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<td>20.3 Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.</td>
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<td>20.4 Re-establish existing water flow regimes in rivers, streams and other natural or irrigation channels where they have been disrupted due to works being carried out.</td>
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**B 2 Health and Safety**

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<tr>
<td>22. Health and safety plan</td>
<td>22.1 Develop an Occupational Health and Safety (OHS) Plan, appropriate to the ESHS impacts and risks level of the works to be carried out. Set a minimum of OHS Standards for each task. Implement prevention, protection and monitoring measures as described in the OHS Plan. The OHS Plan shall include at least: • Provisions to guarantee a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the work areas, including physical, chemical, biological, and radiological hazards; • Provisions of preventive and protective measures, including management and safety of hazardous materials; • Training of workers; • Documentation and reporting of occupational accidents, diseases, and incidents; • Emergency preparedness and response arrangements; • Provisions for appropriate securing of the sites</td>
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### B 2 Health and Safety

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<td>and work-places (e.g. fencing, signage);</td>
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<td>• If appropriate: Appointment of site security personnel;</td>
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<td>• Road safety measures;</td>
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<td>• First aid and medical assistance;</td>
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<td></td>
<td>• ESHS measure at community level to avoid community exposure to health issues (see also Paragraph 47).</td>
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<tr>
<td>23. Occupational Health and Safety (OHS) Reporting</td>
<td>23.1 Document in a structured and transparent system, (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations.</td>
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<td>23.2 Produce an OHS report documenting OHS performance and progress (e.g. statistics: month, number of workers, number of health and safety staff on site, number/type of OHS trainings); number of near misses, first aid cases, incidents with more than three days of absence, fatalities; summary of all accidents resulting in more than three days of absence (accident details to be enclosed in the Annex); third party incidents (e.g. community members, road traffic etc.).</td>
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<td>24. Accident reporting procedure</td>
<td>24.1 Record all health and safety related incidents (e.g. observations, accidents, witness statements) on site and follow up immediately and properly. A reportable incident includes any accident to any person on site requiring medical attention or resulting in the loss of working hours or that resulted, or could have resulted in injury, damage or a danger to the works, persons, property or the environment. If applicable, the Contractor will also notify and report of incidents of subcontractors and suppliers (in particular those for major supply items).</td>
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<td>24.2 Inform the Employer immediately of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behaviour of the personnel of the Contractor.</td>
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<td>24.3 Inform the Employer as soon as possible of any near-accident (or near misses) relating to the execution of the works, which, in slightly different conditions, could have led to bodily injury to people, or damage to private property or the environment.</td>
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<td>28. Personal protective equipment</td>
<td>28.1 Make sure that all workers wear Personal Protective Equipment (PPE) (hardhats, masks, safety glasses, safety boots etc. depending on project type).</td>
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<td>31. Emergency scenarios prevention</td>
<td>31.1 Provide necessary prevention equipment on site in line with applicable regulations to respond to emergency scenarios, e.g. fire, explosion, floods, natural hazards, etc.</td>
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<td>31.2 Immediately clean any spills and remediate contaminated areas.</td>
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<td>31.3 Maintain high standard in housekeeping on site to avoid emergencies. Properly store construction materials and light equipment.</td>
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<td>31.4 Train the workers to handle emergency situations.</td>
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<td>33. First-aid</td>
<td>33.1 Keep minimum first aid equipment and provisions on site (e.g. suitably stocked first-aid kits; a person, respectively an adequate number of trained first-aid helpers, inform staff and workers about first-aid arrangements).</td>
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<td>37. Access to health care and training</td>
<td>37.1 Organize for the workforce access to medical treatment within or in the vicinity of the Project Area.</td>
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<td>37.2 Make contingency arrangements for transporting injured persons to a hospital as quickly as possible.</td>
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<td>40. Hygiene, accommodation and food</td>
<td>40.1 Provide clean and functional hygienic and sanitary facilities and, if applicable accommodation and food, at the site, including shaded welfare areas, bathrooms, toilets, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees.</td>
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### B 2 Health and Safety

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<tr>
<td>40.2</td>
<td>Organize for the workforce adequate accommodation if applicable, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, fire and disease-carrying animals, adequate sanitary and washing facilities, adequate lighting, and basic medical services, in accordance with all applicable health and safety regulations and norms.</td>
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### B 3 Local labour and relations with local communities

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<tr>
<td>42. Labour conditions</td>
<td>42.1 The Contractor complies with labour standards as both per national laws and ILO Fundamental Conventions (e.g. prohibit child labour under minimum age; forced labour; sexual assault; discrimination; ensure non-discrimination and equal opportunities of workers; provide information to workers that is clear and understandable regarding their terms and conditions of employment; respect their rights related to hours of work, wages, overtime, benefits at the beginning of the work; ensure payment on a regular basis etc.). Grant the same rights to contracted workers, community workers and primary supply workers. 42.2 Develop and implement labour management procedures which set out the way workers will be managed in accordance with the standards mentioned above in Paragraph 42. 42.3 Establish a simple but functional complaints mechanism that all workers have access to (e.g. letter boxes which are emptied regularly) and are aware of so that they can raise workplace relevant complaints anonymously (e.g. about unfair treatment, unsafe driving).</td>
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| 43. Local recruitment   | 43.1 Prioritise local employment and staff from local communities for the supply of goods and services to the works and local workforce, where appropriate.  
43.2 Provide additional specialised training to local workforce in skills required by contractor (i.e. administrator, driving etc.). | | |
| 44. Transport           | 44.1 Organise carpools/buses for worker transportation where needed. | | |
| 45. Workers accommodation | 45.1 If workers campsites need to be installed, ensure that accommodations provide separate toilets and locker rooms for women and men; hygiene and electrical/fire safety standards are maintained; workers have access to an adequate and convenient supply of free potable water; there are no triple deck bunks; mattresses and linens are provided. | | |
| 46. Meals               | 46.1 If applicable, provide for at least two meals per shift to local personnel pursuant to proper hygiene conditions. If no canteen is available, pay workers at least for a minimum of 2 meals per day per shift. | | |
| 47. Community interaction and safety | 47.1 Engage, communicate with and inform communities and local authorities about the works. Obtain local knowledge regarding chance finds and land acquisition matters.  
47.2 Initiate an efficient grievance mechanism and timely grievance redress to allow potentially affected individuals to raise their concerns regarding damages and disturbances caused by the Contractor or sub-contractors.  
47.3 Undertake all measures necessary to avoid conflicts with local communities regarding water demands.  
47.4 Abstract both surface and underground water only after consultation with the local communities and after obtaining a permit from the relevant water authority. | | |
### B 2 Health and Safety

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| 47.5                   | In order to avoid accidents in particular related to the creation of water reservoirs/ponds or construction site dumps, excavation areas:  
  • Take necessary precaution measures to protect children/residents/workers from falling into ponds, excavation areas, etc.  
  • Restrict access to these areas; install climbing ladders in ponds; install signs and rescue ropes and lifebuoys.  
  • Prepare for emergencies and response arrangements.  
  • Sensitise the population including local primary schools | | |
| 48. Damage to people and property | 48.1 Train workers and drivers to respect the safety and rights of neighbouring people, communities and their properties to avoid disturbances. Supervise that they respect communities’ houses, cultures, animals, properties, customs and practices.  
  48.2 Appropriately fence, protect, light and signpost site areas. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to the sites to non-workers. | | |
| 49. Land acquisition and land take | 49.1 Check if permissions for building or storing/stocking material have been obtained, including if relevant from local authorities or private landholders. Obtain confirmation that in case of necessary resettlements, people have been compensated and if applicable, have been resettled. | | |
| 50. Traffic management | 50.1 Establish signage and create public awareness of increased traffic and of potential hazards caused by construction equipment near the Project Area and laydown areas.  
  50.2 Reduce accidents, by minimizing vehicle movements; train drivers for driving and security and check that they have the appropriate permits for driving vehicles. | | |
## B 2  Health and Safety

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<td>51. Fossils/ Archaeological Chance Finds</td>
<td>51.1 If applicable, establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils.</td>
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<td>51.2 Report all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) immediately to the relevant authority and avoid construction in the vicinity of a chance find, fence the chance find and await instructions from the competent authority.</td>
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5.3 Oxfam: ETHICAL AND ENVIRONMENTAL POLICY

Section 1: Policy Statement
Oxfam recognises the importance of sustainable development for people living in poverty, and the long term benefits of becoming a more sustainable organisation. Oxfam takes responsibility for and is committed to managing the labour and environmental standards in its operations and supply chains. In order to embed appropriate management of these standards, the associated framework must be adopted.

Qualifications to the policy
The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, Oxfam will purchase necessary goods and services from the most appropriate available source.

Section 2: Policy Details
2.1 Labour and Environmental Standards
Oxfam is committed as a minimum to complying with all applicable labour and environmental legal requirements in its operations and supply chains.

In addition, Oxfam is committed to meeting the labour and environmental standards below and applying a continuous improvement approach within an agreed timeframe where it is known that standards are not met.

When Oxfam sources from small producer groups, it applies the principles of Oxfam International’s Values Based Approach to Fair-Trade.

Labour Standards
Oxfam has adopted the Ethical Trading Initiative Base Code for its labour standards

Employment is freely chosen:
- There is no forced, bonded or involuntary prison labour.
- Workers are not required to lodge “deposits” or their identity papers with the employer and are free to leave their employer after reasonable notice.

Freedom of association and the right to collective bargaining are respected:
- Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- The employer adopts an open attitude towards the legitimate activities of trade unions.
- Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.
Working conditions are safe and hygienic:
  • A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
  • Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
  • Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
  • Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
  • The company observing the standards shall assign responsibility for health and safety to a senior management representative.

Child Labour shall not be used:
  • There shall be no new recruitment of child labour.
  • Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child.
  • Children and young people under 18 years of age shall not be employed at night or in hazardous conditions.
  • These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

Living wages are paid:
  • Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.
  • All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.
  • Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

Working hours are not excessive:
  • Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
  • In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on
average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be
demanded on a regular basis and shall always be compensated at a premium rate.

**No discrimination is practised:**
- There is no discrimination in hiring, compensation, access to training, promotion,
termination or retirement based on race, caste, national origin, religion, age, disability,
gender, marital status, sexual orientation, union membership or political affiliation.

**Regular employment is provided:**
- To every extent possible work performed must be on the basis of a recognised
employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising
from the regular employment relationship shall not be avoided through the use of labour-
only contracting, sub-contracting or home-working arrangements, or through
apprenticeship schemes where there is no real intent to impart skills or provide regular
employment, nor shall any such obligations be avoided through the excessive use of
fixed-term contracts of employment.

**No harsh or inhumane treatment is allowed:**
- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment
and verbal abuse or other forms of intimidation shall be prohibited.

**Environmental Standards**
Oxfam is committed to reduce its reliance on finite/scarce resources and to minimise the
environmental impact of its operations including its supply chain, and will work to achieve
the standards listed in this section.

**Climate change:**
Monitor and actively seek to reduce the Greenhouse Gas (GHG) emissions associated with
its operations and:
- Set absolute GHG reduction targets for operations in industrialised countries or
Economies in Transition, such as those identified in Annex I of the United Nations
Framework Convention on Climate Change below
- Set and report on targets for improved efficiency in countries where Oxfam runs
programmes, such as those that may be regarded as non-Annex I countries under
the UNFCCC

**Waste:**
- Reduce waste to landfill.
- Monitor operations, including procurement, to ensure waste minimisation and high
product and process efficiency.
- Effective controls of waste in respect of ground, air, and water pollution are adopted.

**Materials:**
- Reuse, recycling and the use of recycled and recyclable materials are strongly
encouraged.
Avoid where practicable reliance on materials that are heavily dependent on finite resources.

Packaging:
- Actively avoid undue and unnecessary packaging wherever practicable and use recycled and recyclable materials wherever appropriate.

Wood and forest products:
- Ensure that all forest products purchased are as a minimum legal in origin and provide evidence of due diligence to ensure this if requested by Oxfam
- Suppliers of paper products sourced from Oxfam affiliate home country offices and retail products carrying the Oxfam Brand must source forest products from recycled sources or well managed forests which have been certified to a credible standard. Exceptions will be made for products which are Fairtrade marked or produced by members of the World Fair Trade Organisation as appropriate. Oxfam views the Forestry Stewardship Council (FSC) as the most credible certification for the sustainable sourcing of wood and forest products.
- Suppliers must never knowingly become involved in, collude with or purchase timber from illegal logging operations.

Energy:
- Work to reduce energy consumption and where practicable use energy from renewable resources.

Transport and travel:
- Reduce staff travel wherever practicable.
- Monitor and reduce transport logistics to ensure efficient distribution and delivery of products and services.

Conservation of biodiversity:
- Seek to minimise the impact of operations on fauna, flora and land to ensure the conservation of biodiversity and habitats.

Water:
- Develop a better understanding of its impact on water use and develop management processes where appropriate.

Annex I countries, United Nations Framework Convention on Climate Change
Australia, Austria, Belarus, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America.
2.2 Oxfam Procurement Integrity Principles

Oxfam is committed to ensure that its procurement processes are run with integrity and to further this commitment Oxfam actively promotes principles for suppliers and staff as detailed below.

Procurement Integrity Principles for Oxfam Suppliers

Oxfam expects suppliers as a minimum, to follow the below-mentioned principles:

- Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
- Be open and transparent about the labour and environmental standards in their supply chains. To provide information requested by Oxfam to enable our assessment of labour and environmental standards in their supply chains.
- Support workers to realise their rights and minimise the barriers which prevent workers from achieving them.
- Demonstrate ability to meet local labour and environmental laws.
- Demonstrate commitment to achieve conformance with the Labour and Environmental Standards in section 2.1 above and commitment to continuous improvement of their labour and environmental standards as agreed with Oxfam.
- Suppliers importing from small scale producer groups facilitate trade in-line with Oxfam’s values based approach.

Oxfam will seek alternative sources where the conduct of suppliers demonstrably violates the basic rights of Oxfam’s intended beneficiaries, and there is no willingness to address the situation within a reasonable time period.

Oxfam will not knowingly enter into contract or partnership with suppliers that participate in the activities outlined below:

List of activities that Oxfam suppliers should not be involved in:

Oxfam will seek alternative suppliers if we identify the following activities:

- Actively lobby to undermine public policies to tackle climate change or push for continued expansion of fossil fuel use
- Arms manufacture;
- The sale or export of arms or strategic services to governments which systematically violate the human rights of their citizens, or where there is internal armed conflict or major tensions, or where the sale of arms may jeopardise regional peace and security.
- Tobacco production and sale;
- The sale of baby milk outside the World Health Organisation (WHO) Code of Conduct;
- Pesticide sales outside the Food and Agriculture Organisation (FAO) guidelines for pesticide retailing
- Extractive industries
- Production or publication or broadcast of adult entertainment
• Knowingly become involved in, collude with or purchase timber from illegal logging operations.
• Any other activities which violate the basic rights of Oxfam’s intended beneficiaries.
• Activities which contravene the Procurement Integrity Principles listed in section 2.2

Suppliers must declare any formal party political involvement or activity.

**Procurement Integrity Principles for Oxfam Staff**

To ensure we procure with Integrity, Oxfam staff will:

• Recognise that our suppliers may not be able to achieve all the labour and environmental standards laid out in sections 2.1 immediately and we will support suppliers to work toward conformance within a reasonable timeframe.
• Recognise the impact of all supply decisions on meeting the labour and environmental standards outlined in section 2.1 of this policy. We will involve our suppliers in addressing issues that may arise and expect them to assist us in minimising any negative effects.
• Ensure that our supply requirements are adequately defined and specified in sufficient time to allow the supply market to react to our demand.
• Ensure that our supply activities comply with all applicable international and national laws, regulations, conventions and agreements that are in force in the countries from where our requirements are being procured, and ensure that the specific supply related requirements of our donors are adhered to.
• Not engage in any activity with suppliers, or buyers from other organisations, which might be deemed to be anti-competitive or in breach of any statutory requirements in any country or trading region.
• Not terminate purchase arrangements or relationships without due regard to all material circumstances, appropriate communication and notification to the supplier. We will however terminate supplier relationships where serious breaches of Oxfam’s labour and environmental standards persist after reasonable attempts have been made to work with the supplier to implement improvements, and where there is no reasonable prospect of securing improvements. Such terminations will be carried out in a responsible way.
• Act impartially and objectively in all their purchasing activities and to keep written records where appropriate to demonstrate that their actions have been fair and above reproach.
• Declare in advance any interest commercial or otherwise, they may have with a supplier to Oxfam and to be prepared to withdraw from those dealings if required.
• Maintain an unimpeachable standard of integrity in all their business relationships and to foster the highest possible standards of professional competence in all their supply activities.
• Not accept any personal gifts or other inducements, as individually or cumulatively these will be adjudged as an attempt to influence a purchasing decision.
• Seek the views of its suppliers over their ability to meet Oxfam's labour and environmental standards given existing buying practices, and assists them to meet their concerns.
• Recognise the contribution that stable business relationships can make to the observance of the labour and environmental standards, and endeavour to establish long-term relationships with its suppliers.

5.4 Agreement

[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB Clause 28), price adjustment during the evaluation process (ITB Sub-Clause 16.3), acceptable deviations (ITB Clause 28), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.]

This Agreement, made the [insert day] day of [insert month], [insert year] between [insert name and address of Employer] (hereinafter called “the Employer”) and [insert name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute [insert name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of [Witness entity] was hereunto affixed in the presence of: ________________________________
Signed, Sealed, and Delivered by the said ________________________________
in the presence of: ________________________________

Binding Signature of Employer [signature of an authorized representative of the Employer]

Binding Signature of Contractor [signature of an authorized representative of the Contractor]
# 6 Annex VI. General Conditions of Contract

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A. General

1. Definitions 1.1 Boldface type is used to identify defined terms.

(a) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(b) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 49.1.

(c) The **Contract** is the Contract between Oxfam and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.

(d) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by Oxfam.

(e) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to Oxfam.

(f) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

(g) **Days** are calendar days; months are calendar months.

(h) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(i) A **Defect** is any part of the Works not completed in accordance with the Contract.

(j) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(k) The **Defects Liability Period** is the period named in the SCC Sub-Clause 32.1 and calculated from the Completion Date.

(l) **Drawings** include calculations and other information provided or approved by the Project Manager for the
execution of the Contract.

(m) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC.

(n) Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.


(p) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(q) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(r) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(s) The Project Manager is the person named in the SCC (or any other competent person appointed by Oxfam and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(t) SCC means Special Conditions of Contract

(u) The Site is the area defined as such in the SCC.

(v) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(w) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(x) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(y) A Subcontractor is a person or corporate body who has
a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(z) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(aa) A **Variation** is an instruction given by the Project Manager which varies the Works.

(bb) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.

2. Interpretation

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,
(b) Letter of Acceptance,
(c) Contractor’s Bid,
(d) Special Conditions of Contract,
(e) General Conditions of Contract,
(f) Specifications,
(g) Drawings,
(h) Bill of Quantities, and
(i) any other document listed in the SCC as forming part of the Contract.

3. Language and

3.1 The language of the Contract and the law governing the
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<td><strong>Law</strong></td>
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<td><strong>4. Project Manager’s Decisions</strong></td>
<td>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between Oxfam and the Contractor in the role representing the Employer.</td>
</tr>
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<td><strong>5. Delegation</strong></td>
<td>5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.</td>
</tr>
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<td><strong>6. Communications</strong></td>
<td>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.</td>
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<td><strong>7. Subcontracting</strong></td>
<td>7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of Oxfam in writing. Subcontracting shall not alter the Contractor’s obligations.</td>
</tr>
<tr>
<td><strong>8. Other Contractors</strong></td>
<td>8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and Oxfam between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. Oxfam may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.</td>
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<td><strong>9. Personnel</strong></td>
<td>9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.</td>
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<td></td>
<td>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</td>
</tr>
<tr>
<td><strong>10. Employer’s and Contractor’s</strong></td>
<td>10.1 Oxfam carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.</td>
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Risks

11. Employer’s Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Oxfam’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer’s risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor’s Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Oxfam’s risks are Contractor’s risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of Oxfam and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the
Contractor’s risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in Ugandan Shillings to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, Oxfam may effect the insurance which the Contractor should have provided and recover the premiums Oxfam has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

15.1 The Project Manager shall clarify queries on the SCC.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the
Completion Date
Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

18. Approval by the Project Manager
18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

19. Safety
19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries
20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of Oxfam. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

21. Possession of the Site
21.1 Oxfam shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, Oxfam shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

22. Access to the Site
22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23. Instructions, Inspections
23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws.

24. Disputes
24.1 All disputes arising out or in connection to this contract shall first
be resolved amicably by the parties. Failure to reach an amicable solution, then the dispute shall be referred to arbitration by the Ministry of Justice.

**B. Time Control**

25. Program

25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

25.4 The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a
27. Delays
Ordered by the
Project
Manager

27.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management
Meetings

28.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

28.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

29. Early Warning

29.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

29.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

30. Identifying
Defects

30.1 The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project
Manager considers may have a Defect.

31. Tests

31.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

32. Correction of Defects

32.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done on lumpsum basis.

35. Changes in the Quantities

35.1 The contract shall be a lumpsum contract, therefore all works to be done shall be as provided in the BoQs, specifications and no remeasurements shall be done.

35.2 The Project Manager shall not adjust rates and quantities in the BOQs.

35.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36. Variations

36.1 No variations shall be considered unless with prior approval of the Project Manager.
37. Payments for Variations

37.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

37.3 If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38. Cash Flow Forecasts

38.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check and verify the Contractor’s monthly statement.

39.3 The value of work executed shall be determined by the Project
Manager.

39.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

40.1 Payments shall be adjusted for deductions for works completed and retention. Oxfam shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. Payments will be made by the Client to the Contractor in accordance with the following schedule:

i.) Three staged payment shall be done at 30% payment upon completion of works worth 33.3% of the contract sum.

ii.) 10% shall be paid as retention in line with provisions for retention payment in GCC 43.2 below.

40.2 Unless otherwise stated, all payments and deductions shall be paid or charged in Ugandan shillings.

40.3 Items of the Works for which no rate or price has been entered shall not be paid for by Oxfam and shall be deemed covered by other rates and prices in the Contract.

41. Tax

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.

42. Currencies

42.1 Where payments are made in currencies other than the currency of Oxfam’s country in this Particular case it will be Uganda shillings

43. Retention

43.1 Oxfam shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of
43.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

43.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee.

44. Liquidated Damages

44.1 The Contractor shall pay liquidated damages to Oxfam at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Oxfam may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clauses 40.1.

45. Advance Payment

45.1 Oxfam may provide advance payment to the Contractor at the beginning of the construction as per ITB 35.1.

46. Securities

46.1 The Performance Security shall be provided to Oxfam no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

47. Dayworks

47.1 If applicable, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Project
Manager has given written instructions in advance for additional work to be paid for in that way.

47.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

48. Cost of Repairs

48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

E. Finishing the Contract

49. Completion

49.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

50 Taking Over

50.1 Oxfam shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.

51. Final Account

51.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

52. Operating and Maintenance Manuals

52.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the
53. Termination

53.1 Oxfam or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required; and

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

53.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 53.2 above, the Project Manager shall decide whether the breach is fundamental or not.
53.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to Oxfam exceeds any payment due to the Contractor, the difference shall be a debt payable to Oxfam.

54.2 If the Contract is terminated for Oxfam’s convenience or because of a fundamental breach of Contract by Oxfam, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

55. Property

55.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of Oxfam if the Contract is terminated because of the Contractor’s default.

56. Release from Performance

56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either Oxfam or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
### Annex VII. Special Conditions of Contract

#### A. General

<table>
<thead>
<tr>
<th>GCC 1.1 (m)</th>
<th>The Employer is: Oxfam-Uganda</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 1.1 (p)</td>
<td>The Intended <strong>Completion Period</strong> for the whole of the Works shall be 04 months from the Start Day of the work.</td>
</tr>
<tr>
<td>GCC 1.1 (s)</td>
<td>The Project Manager is: Emanu Theophilus</td>
</tr>
<tr>
<td>GCC 1.1 (u)</td>
<td>The Site is located at: Yelulu Village, Rhino Camp-Arua District</td>
</tr>
<tr>
<td>GCC 1.1 (x)</td>
<td>The Start Date shall be <strong>the Date of contract signature</strong></td>
</tr>
<tr>
<td>GCC 1.1 (bb)</td>
<td>The Works consist of CONSTRUCTION OF 01 YELULU WATER SUPPLY SYSTEM IN RHINO CAMP AND HOST COMMUNITY IN ARUA DISTRICT.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Works</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of 01 Yelulu water supply system in Rhino Camp and Host community</td>
<td>1</td>
</tr>
</tbody>
</table>

| GCC 2.2 | Sectional Completions are: **Not applicable** |
| GCC 2.3(i) | The following documents also form part of the Contract: **None** |
| GCC 3.1 | The language of the contract is **English** |
| GCC 8.1 | The law that applies to the Contract is the **Laws of Uganda** |
| GCC 9.1 | Schedule of other contractors: **Not applicable** |
| GCC 9.1 | Key Personnel: |
| | • Contract Manager |
| | • Site Engineer |
| GCC 13.1 | The minimum insurance amounts and deductibles shall be: |
| | (a) The deductible is **Nil** and minimum **cover 110 % of the contract price** for insurance of the Works and of Plant and Materials. |
| | (b) The deductible is **Nil** and minimum insurance cover the **replacement value** of the proposed equipment for loss or damage to Equipment. |
(c) The deductible is **Nil** and minimum insurance cover **100% of the contract price** for loss or damage to property (except the works, plant, materials and equipment) in connection with the contract.

(d) The minimum cover for personal injury or death insurance:

(i) of the Contractor's employees: **UGX 5,000,000**

(ii) of other people: **UGX 4,000,000**

| GCC 14.1 | Site Investigation Reports are: **Nil** |
| GCC 15.1 | The Project Manager shall clarify queries on Conditions of Contract, Drawings, Bill of Quantity, and Specification. |
| GCC 21.1 | The Site Possession Date(s) shall be: **Date of contract signature** |

**B. Time Control**

| GCC 25.1 | The Contractor shall submit for approval a Program for the Works **within 14 days** from the date of Letter of Acceptance. |
| GCC 25.3 | The period between Program updates is **30 days**. |
| GCC 25.3 | The amount to be withheld for late submission of an updated Program is **UGX 500,000** |

**C. Quality Control**

| GCC 32.1 | The Defects Liability Period is: **6 months from completion.** |

**D. Cost Control**

| GCC 42.1 | Replace GCC 42.1 with the following: “The payment will be made in Ugandan Shillings (refer to Bidding Data Sheet to ITB 15.1)”. |
| GCC 43.1 | The proportion of payments retained is: **Ten (10) percent.** |
| GCC 44.1 | The liquidated damages for the whole of the Works are **0.1 %** of the Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is **10%** of the final Contract Price. |
| GCC 45.1 | Advance Payments may be provided to the contractor not more than **20%** of contract sum |
| GCC 46.1 | The performance security amount is **10%** of the Contract Price. Performance Securities will be in the form of **Unconditional Bank Guarantee** (see Section IX – Security Forms for standard format). |

**E. Finishing the Contract**

| GCC 52.1 | Operating and maintenance manual required: **Yes** |
| GCC 52.1 | As built drawings required: **Yes** |
| GCC 52.1 | The date by which “as built” drawings are required is 30 days after issue of certificate of completion of works. |
| GCC 52.2 | “As built” drawings shall be provided in **Auto Cad** format and **A3 hard copy**. |
| GCC 52.2 | Replace 52.2 as given below: **52.2** If the Contractor does not supply the Drawings and/or manuals (if required as per |
| GCC and SCC 52.1) by 30 days after issue of certificate of completion of works, or they do not receive the Project Manager's approval, the Project Manager shall **withhold (3) percent** of the final contract price from payments due to the Contractor. If the contractor fails to submit Drawings and/or manuals duly approved by the Project Manager within 90 days after issue of certificate of completion of works, the withheld money will be forfeited."
| **GCC 53.2 (g)** | The maximum number of days is: **120 Days.**
| **GCC 53.2** | Add the following sentence:
| | If any of the termination events mentioned in the declaration of undertaking occurs, Oxfam will terminate the contract immediately and no further payments shall be made to the contractor from the date of termination.
| **GCC 54.1** | The percentage to apply to the value of the work not completed, representing Oxfam's additional cost for completing the Works, is **Thirty (30) percent.**
8 Annex VIII. Technical Specifications (attached separately)

9 Annex IX: Drawings (attached separately)
10 Annex X. Bill of Quantities

(Attached Separately)

1. General

1.1 The Bill of Quantities is the document containing an itemised breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. The quantities set out in the Bill of Quantities are estimated quantities. Each price for each item of the Bill of Quantities is detailed in the Price Schedule.

The amounts due will be calculated by measuring the actual quantities of the works executed and by applying the unit rates to the quantities actually executed for each item.

1.2 The Detailed Breakdown of Prices (Volume 4.3.5) is the list containing the basic costs, net costs and mark-ups from which each price on the Bill of Quantities and the Price Schedule and on the Daywork Schedule results.

The Detailed Breakdown of Prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the Special Conditions and can provide the basis for valuation of additional work ordered referred to in article 37.5 of the General Conditions.

1.3 Provisional sums for use when works are to be executed on a daily work basis (Volume 4.3.4) can only be executed by administrative order of the Supervisor in accordance with the terms of the Contract.

2. Specific to Volumes

2.1 The prices inserted in the Bill of Quantities and Price Schedule are to be the full inclusive values of the works described under the items, including all costs and expenses that may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations specified or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all unit rates.

2.2 Save where the technical specifications or the Bill of Quantities and the Price Schedule specifically and expressly state otherwise, only permanent works are to be measured.

2.3 No allowance will be made for loss of materials or volume thereof during transport or compaction.
2.4 The prices do not include taxes and fiscal duties, as exoneration is explicitly given for the contract. Non-exonerated taxes and fiscal duties are covered in the prices of the Bill of Quantities, Price Schedule and Daily work Schedule, apart from those stated separately in the financial offer templates.

2.5 The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.) Abbreviations used in the bill of quantities are to be interpreted as follows:

- mm means millimetre
- m means metre
- mm² means square millimetre
- m² means square metre
- m³ means cubic metre
- kg means kilogram
- to means tonne (1000 kg)
- pcs means pieces
- h means hour
- L.s. means Lump sum
- km means kilometre
- l means litre
- % means per cent
- N.d means nominal diameter
- m/m means man-month
- m/d means man-day
11 Annex XI Security Forms

1. Bid Securing Declaration
2. Performance bank guarantee
3. Declaration of undertaking
4. Bank Guarantee for advance payment
5.

11.1 Bid-Securing Declaration

Date:______________

Invitation for Bid No: 19/ 005 / ARU-UG

To: Oxfam-Uganda

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 in any contract with Oxfam for the period of time of two (2) years starting on the date of notification by the Employer in this respect, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;

or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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 expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ____________ day of __________________, _______ [insert date of signing]

Corporate Seal (where appropriate)

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


11.2 Performance Bank Guarantee
(Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank’s name, and address of issuing branch or office]

Beneficiary: [insert name and address of Employer]

Date: [insert date]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the Contract] dated with you, 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, a performance guarantee is required.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the [insert number day of [insert month], [insert year],⁴ whichever

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¹ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected Completion date. 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
occurs first. 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, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s) of an authorized representative(s) of the Bank]
11.3 Declaration of Undertaking

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

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

   2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
   2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
   2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
   2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
   2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA’s country;
   2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

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

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

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

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

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

3.5) in the case of procurement of Works, Plant or Goods:
   i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
   ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

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

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

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

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:
Duly empowered to sign in the name and on behalf of:

Signature: Dated:
11.4 Bank Guarantee for Advance Payment

Model Advance Payment Bond

Address of guarantor bank: ... 

Address of beneficiary (Client): ... 

On ........................................ you concluded with (name and full address) .................................................................

("Contractor") a Contract for ................................................................. (project, object of the Contract) at a price of .................................................................

According to the provisions of the contract, the Contractor receives an advance payment in the amount of ................................................................., equalling ................................................................. % of the contract value, as an advance payment.

We, the undersigned ................................................................. (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of .................................................................

................................................................. (in words .................................................................)

against your written declaration that the Contractor has failed to perform the aforementioned Contract.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor. This guarantee shall be automatically reduced pro rata in accordance with the payments performed.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of (Client/Project Executing Agency/purchaser).

This guarantee shall expire not later than ............... 

by which date we must have received any claims by letter or coded telecommunication.

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

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

Place, date Guarantor