**REMINDER**

Adhering to the Law of Mongolia on Procurement of Goods, Works, and Services with State and Local Funds, this document template is to be applied when the comparison method is employed for the procurement of public works and relevant equipment for the works under the Article 5.1.11 of the Law.

This bidding document is to be applied when the contract is awarded directly to a bidder who has proposed the best offer under Article 34.2 of the Law after negotiation.

In the case of rejecting all bids, the Client shall review and update the bidding document and start over the procurement process.

The reminder and terms used in this document template is to make clear the text of this document only.

**SECTION I. INSTRUCTIONS TO BIDDERS (ITB)**

To be used as specified without any change/amendment.

**SECTION II. BID DATA SHEET (BDS)**

The Client shall write up requirements to bidders and technical specifications in the Bid Data Sheet. Please, follow the ITB and the text in Italics.

**SECTION III. EVALUATION CRITERIA**

Criteria to be applied for this procurement evaluation.

**SECTION IV . BID FORMS**

This part contains templates for a bid proposal. A bidder shall fill the fields following instructions written in Italics with complete and correct information.

**SECTION V. ELIGIBILITY CRITERIA**

Eligibility in KfW-Financed Procurement.

**SECTION VI. KFW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

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

**SECTION VII. ТECHNICAL SPECIFATIONS AND WORKS REQUIREMENTS**

The Client design drawings (including technical specification, detailed design, BoQ), work plan, equipment supply, and its installation, requirements and technical specifications relevant works, goods and services related to the construction project to avail the building for exploitation.

**SECTION VIII. TO SECTION X. CONDITIONS OF CONTRACT AND CONTRACT FORMS**

The part contains information concerning contract terms: general and specific, a contract acceptance letter template, attachments to the contract. No change allowed to general contract terms, and specific conditions shall be included in the specific contract terms. The winning bid must be the part of the contract acceptance letter template, based on which the contract shall be signed.

**Invitation for Bids**

Mongolia

Procurement of Works for GMIT Laboratory Building Extension

*Insert Date*

*Insert NCB No.*

The Ministry of Education and Sciences has received financing from KfW toward the cost of the Extension of the German Mongolian Institute for Resources and Technology (GMIT), and intends to apply part of the proceeds toward payments under the contract for the procurement of works for GMIT Laboratory Building Extension.

The Ministry of Education and Sciences now invites sealed Bids from eligible Bidders for *[insert brief description of Works required, including quantities, location, construction period, margin of preference if applicable, etc.][[1]](#footnote-1)*.

Interested eligible Bidders may obtain further information from the Ministry of Education and Sciences *[insert name and e-mail of officer in charge]*.

A complete set of bidding documents is available to interested Bidders at *[insert the description of how the Bidders may access the tender document, for example enclosed with the Invitation for Bids or downloadable as an electronic file].*

Bids must be submitted in accordance with the clause ITB 24.1 of the bidding document on or before *[insert time and date]*. Late Qualification Document and Bids will be rejected.

All Bids must be accompanied by a Bid Security.

**German Financial Cooperation with Mongolia**

*Extension of the German Mongolian Institute for Resources and Technology (GMIT)*

**Bidding Documents**

**for**

*Procurement of Works for GMIT Laboratory Building Extension*

**Employer:** Ministry of Education and Sciences

*[Insert month and year]*

*[Insert project NCB No]*

**PROCUREMENT GUIDELINES**

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# SECTION I. INSTRUCTION TO BIDDERS (ITB)

|  |  |
| --- | --- |
| **А. GENERAL** | |
| 1. **Procurement framework** | * 1. Adhering to the Law of Mongolia on Procurement of Goods, Works, and Services with State and Local Funds (hereinafter referred as “the Law”) the Client stated in the procurement data sheet (hereinafter referred as “BDS”) shall organize the procurement. The procurement title and ID must be stated in the BDS. |
|  | * 1. The Client is responsible for construction works, equipment and machinery assembly, installation and testing and for procurement of goods required to perform these tasks (hereinafter referred as ‘the Works”). |
|  | * 1. The form of procurement packaging must be stated in the BDS, in case of multiple lot procurement. |
|  | * 1. For multiple lot procurement a bidder can submit a proposal for each procurement package. |
| 1. **Financing and budget** | * 1. The BDS shall indicate the financial source and the budget for the procurement in total and for each package. |
| 1. **Conflict of interest** | * 1. The Client, an individual engaged in procurement must be free from conflict of interest described in the relevant legislation. |
|  | * 1. Any intentional or unintentional breach of the law (Anticorruption Law, Conflict of Interest Prevention in Public Service Act, Competition Law, Criminal Law, Infringement Law) by an individual, who is the subject to the ITB 3.1, must be immediately informed to the authority. |
| 1. **Bidder** | * 1. A bidder must be independent entity from the Client. |
|  | * 1. When few entities collaborate based on a legal agreement then it is considered partnership and each entity deemed a partner. |
|  | * 1. Except Article 9.3 of the Law, a foreign entity or a foreign partner can submit a bid. |
|  | * 1. The entity, the country of origin is Mongolia ratified international trade sanction or treaty prohibited from bidding. |
|  | * 1. An entity purchased a bidding document pack or received a digital version of it free of charge is considered being an interested party in bid.   2. The KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.   3. A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.   4. This bidding is open only to eligible Bidders, who will be subject to qualification. |
| 1. **Subcontractor and partnership** | * 1. A bidder may have one or more subcontractors. Each subcontract value shall not exceed 10% of the bid. |
|  | * 1. Each partner described in the ITB. 4.2.shall perform the work exceeding 10% of the bid. |
|  | * 1. Each partner shall confirm its affiliation online to validate the bidding. A foreign entity may forfeit such requirement. |
|  | * 1. Partnership agreement shall meet following requirements: |
|  | * + 1. The agreement shall meet requirements described in the Article 476 of the Civil Code; |
|  | * + 1. Collective and individual responsibilities to perform the works described in the ITB 1.3; |
|  | * + 1. The partnership must appoint a partner who represents and acts on behalf of it including accepting instructions, managing communication with the Client or other parties; |
|  | * + 1. Defining a representing member being a sole entity responsible for contract performance, including payment settlement. |
|  | * 1. A partnership agreement or a subletting contract must be in writing or certified digitally. |
|  | * 1. When a subcontractor’s contractual responsibility does not meet the ITB. 5.1, the Client shall not include such contract and the subcontractor related documents for bid evaluation. |
|  | * 1. When a partner’s contractual responsibility does not meet the ITB. 5.2, the client shall not consider the partnership agreement and the partner’s capacity and related documents for bid evaluation. |
|  | * 1. No limitation to the number of partners or subcontractors. |
| 1. **Bid** | * 1. An entity or a partner can submit only one bid. |
|  | * 1. A bidder or a partner shall not have an affiliation described in the Article 4.1.6 of Competition Law with other bidding entities or partnerships or having a common representative. If such case present it shall be deemed breaching ITB. 6.2. |
| **B. BIDDING DOCUMENT CONTENT** | |
| 1. **Bidding document** | * 1. The Client shall distribute the bidding document via Public Procurement Information System www.tender.gov.mn/ (hereinafter referred as “PPIS”) make available to public on it. |
|  | * 1. A bid announcement shall be coherent with the bidding document. |
|  | * 1. A bid announcement is not the part of the bidding document. |
|  | * 1. The bid document has following part and amendments made in accordance with the ITB. 10: |
|  | Section I. Instruction to Bidders (ITB)  Section II . Bid Data Sheet (Bds)  Section III. Evaluation Criteria  Section IV. Bid Forms  Section V. Eligibility Criteria  Section VI. KfW Policy - Sanctionable Practice - Social and Environmental Responsibility  Section VII. Technical Specifications and Works Requirements  Section VIII. General Conditions of Contract (CC)  Section IX. Particular Conditions (PC)  Section X. Contract Forms |
|  | * 1. The contract template to be signed by the Client and a best bidder shall meet terms and conditions defined in Section VIII to Section Section X of the bid document. |
|  | * 1. A bidder shall study well the requirements and conditions described in the ITB, the BDS, contract form and bid forms, the terms of reference, design drawing and Book of Quantity, technical specification and requirements, reference legislation. |
| 1. **Requesting clarification and additional information** | * 1. A bidder may request the Client for additional information or clarification concerning the bidding document. |
| * 1. The request described in the ITB 8.1 must be posted to the Client’s address written in the BDS or sent to the PPIS using a digital ID. |
|  | * 1. The bidder seeking clarification or additional information shall attach a receipt for bidding document purchase (not applicable when the bidding document is free) to the request. |
|  | * 1. The Client shall post any clarification or additional information provided on the PPIS and it is deemed equal treatment of interested parties. |
|  | * 1. When an amendment or a change to the bidding document required based on requests for clarification or additional information, the Client shall follow the ITB. 10 in doing so. |
| 1. **Meeting with interested parties** | * 1. Prior bid submission the Client may hold a meeting with interested parties to clarify details and it must be stated in the BDS. Only interested parties or their representatives may attend the meeting. |
|  | * 1. Not attending the meeting described in the ITB 9.1 shall not become justification for barring an entity from bidding. |
| 1. **Bidding document change/amendment, submission date extension** | * 1. When the Client tightens requirements and criteria to a bidder ten days prior a set date defined in the ITB 24.1, the submission deadline shall be extended for the suitable time frame for an interested party to file a complaint to the Fair Competition and Consumer Rights Authority as stated in the Article 55.1 of the Law. |
| * 1. Except the case described in the ITB 10.1, the Client may extend the deadline to allow a bidder to make appropriate adjustment to its bid when the bidding document has been changed or amended. |
|  | * 1. Any change or amendment made to the bidding document is a part of it and must be posting on the PPIS deemed as informing all interested parties. |
| **C. BID PREPARATION** | |
| 1. **Bidding cost** | * 1. The expense related to bid preparation shall be covered by the interested party or a bidder. The Client has no responsibility related to it. |
|  | * 1. An interested party may have the project site visit and shall take related expenses. |
| 1. **Bidding document and language** | * 1. A bidding document, official correspondence and written communication, a bid must be in Mongolian or translated into Mongolian even a procurement announcement and the bidding document being published in a foreign language. |
|  | * 1. For only projects with financial assistance of a foreign country or an international organization should use a foreign language following an international treaty/pact that Mongolia is part of to pass the ITB 12.1. |
|  | * 1. When Mongolian and foreign language versions mismatch the Mongolian version overrules. |
|  | * 1. Only the Mongolian version of submitted documents shall be considered for bid evaluation, hence the quality of translation is the responsibility of a bidder. |
| 1. **Bidding document** | * 1. A bid shall consist of following documents: |
|  | * + 1. The proposal prepared following the ITB 14; |
|  | * + 1. The proposal must have authorization by the representative who possess such right or have an authorization letter (for a foreign entity legal evidence for representation); |
|  | * + 1. An alternate bid following the ITB 15, when the Client permits; |
|  | * + 1. Evidence that a bidder meets general requirements specified in the ITB 16; |
|  | * + 1. Evidence that a bidder meets qualification requirements for credibility and work experience specified in the ITB 17; |
|  | * + 1. Evidence that a bid meets eligibility requirements specified in the ITB 18; |
|  | * + 1. Quote for BOQ specified in the ITB 19; |
|  | * + 1. Warrants specified in the ITB 22 when the Client requests; |
|  | * + 1. In partnership, a copy of the Partnership Agreement as described in the ITB 5.4. |
|  | * 1. A bidder is responsible for bid accuracy and supporting documents validity. |
| 1. **Bid forms** | * 1. A bidder fills the bid forms in Section IV and submits following the ITB. 23. No change/alteration is allowed to the forms. |
|  | * 1. A bidder submits its bid via the PPIS filling required fields. |
| 1. **Alternative bid** | * 1. A bidder may submit bid alternatives when such specification exists in the BDS. |
| 1. **General qualification** | * 1. A bidder shall sign Section IV, Bid Form 1 to certify its eligibility as stipulated in the Article 14.1 of the Law. |
|  | * 1. A Mongolian legal entity shall submit following documents: |
|  | * + 1. A Court Archive certificate stating involvement in court cases for last 3 years; |
|  | * + 1. Court Administration certificate stating if there is ongoing court settlement or prosecution issued by the Court Decision Agency; |
|  | * 1. A foreign entity shall submit following document or documentary evidence issued by the authority of the country of origin: |
|  | * + 1. A registration certificate and its representing body authorisation certificate; |
|  | * + 1. Tax record, a no dues certificate. |
|  | * 1. Eligibility of a bidder must be established based on documents defined in the ITB. 16.2 and ITB. 16.3. For partnership, the eligibility is established for each partner based on such documents. |
| 1. **Discretionary criteria assessment** | * 1. The Client shall define discretionary criteria for a bidder’s financial and technical capacities, and experience, following Article 12.2 of the Law and shall clearly state in the bidding document. |
| * 1. A bidder shall meet financial security criteria defined in the Article 15 of the Law. The following documents must be provided as its evidence of financial credibility described in the BDS: |
|  | * + 1. Correspondence bank statement; |
|  | * + 1. For a foreign entity, financial statement described in the ITB. 17.3; |
|  | * + 1. Audit report for financial statement described in the ITB 17.3; |
|  | * + 1. Sales information for the period described in the ITB 17.3; |
|  | * + 1. Other supporting document certifying financial credibility of the Bidder to perform the contract. |
|  | * 1. Financial statement covering period must be defined in the BDS for a bid evaluation. |
|  | * 1. The ITB 17.2.3 is not applicable to a Bidder legally exempt from auditing. |
|  | * 1. Except correspondence banks’ statement, accounts balance, guarantees or credit information no statement from other financial institutions is considered for a bid evaluation. The Client shall request above-described documents only. |
|  | * 1. A bidder must meet discretionary criteria for technical capacity and work experience in adherence to the Article 16 of the Law. Following documents must be provided as evidence of its capacity, described in the BDS: |
|  | * + 1. License and permits to perform the work specified in the BDS; |
|  | * + 1. Human resources information as per Section IV of the tender document; |
|  | * + 1. Available equipment and machinery (owned/leased/purchased) information as per Section IV of the tender document; |
|  | * + 1. Similar work experience as per Section IV of the tender document; |
|  | * + 1. Other supporting documents relevant to ITB 17.6 and specified in the BDS. |
|  | * 1. A bidder or a partner must declare any ongoing or awarded contract as per Section IV of the tender document. The information needed to evaluate capacities specified in the ITB 17.2 and 17.6. |
|  | * 1. A partner or a subcontractor shall provide evidence to meet discretionary criteria in support of the bid. |
|  | * 1. Regardless of the number of partners the partnership shall meet collectively minimum criteria specified in the ITB 17.2 and ITB 17.6, including the representing member meeting at least 40 %, and each JV member at least 25% of requirements ITB 17.2 for sales, financial credibility and asset liquidity, the ITB 17.6 requirement for similar work experience. |
| 1. **Work performance verification** | * 1. A bid shall meet technical specifications and works requirements defined in the Section VII and have required evidence/certificate. |
| * 1. If there is mismatch or neglect for technical specification in the bid the explanation letter must be attached. |
|  | * 1. The technical specification and works requirements defined in the Section VII are to perform the contract and the work is not limited to it. |
| 1. **Quote and discount** | * 1. A bidder’s quote and discount must meet requirements defined below. |
|  | * 1. The BOQ must be established by licensed specialist based on effective codes and standards. |
|  | * 1. The quote expressed on the bidding document is the total price of the works without discount. |
|  | * 1. If a bidder offers discount, it must be cited in the bidding document specified in the ITB 14. If price discount terms and its application method are not specified proposed discount is calculated as a share/percentage of the total price. |
|  | * 1. The price remains the same and no adjustment is envisaged throughout the contract duration unless otherwise stipulated in the Law or specified in the BDS. A bid with price adjustment is not eligible for bid evaluation. For a procurement where price adjustment is allowed the bid with set price is accepted for evaluation and price adjustment is taken equal to zero for contract duration. |
|  | * 1. The price for works shall include construction work, equipment assembly, installation, testing, tuning, transportation and insurance cost for supply materials, taxes, fees whether a bidder covered all these expenses in quote details.   2. When BoQ value defined in the ITB19.2 does not have arithmetic errors specified in the ITB 32 but different from the quote described by the ITB 19.3, then the BoQ value prevails to be the Bid Price. |
| 1. **Currency** | * 1. The Client shall express payment in Mongolian Tugriks if not otherwise ruled by an international treaty/pact or Mongolian legislation adhering to Articles 4.1 and 4.2 of the National Currency Transaction Law of Mongolia. |
| 1. **Bid validity** | * 1. A bidder shall clearly state the validity period since a bid opening date as specified in the ITB. 26. If a bidder fails to state or proposes validity period less than 30 days, the bid is not eligible for evaluation. |
|  | * 1. When authority calls-off the validity period all bidders must be informed about this decision. |
|  | * 1. Validity period extension following in the Article 29.4 of the Law must be requested by the Client to all bidders in writing. |
|  | * 1. A bidder responds to the request described in the ITB 21.3 in writing or digitally via the PPIS. |
|  | * 1. When a bidder agrees to extend the validity period the extension applies to the bid security specified in the ITB 22. |
|  | * 1. A bidder may decline the bid validity extension request. The decline shall not become justification for nationalisation of its bid security. |
|  | * 1. A bid validity for pre-paid procurement is effective from funding source approval to the contract signing. |
| 1. **Bid Security** | * 1. The Client specifies the Bid Security 0.5% of the budget, as defined in the ITB 2.1. A bidder shall submit the Bid Security not less than that of value issued by a financial institution. |
|  | * 1. For bid alternates the security applies for each lot following the ITB 22.1. |
|  | * 1. Bid security is issued by Mongolian or foreign banks, or the Government bond or security as per Section IV following the ITB 14. |
|  | * 1. The security issued by a foreign bank, or a Government bond or other financial security issued by the Government of Mongolia shall meet following requirements: |
|  | * + 1. An original copy of a bid security and its translation following the ITB 12; |
|  | * + 1. The letter of appointment by the bid security issuer appointing its representative who is a bank, financial institution or an entity registered in Mongolia. |
|  | * 1. Except a foreign security issuer following the ITB 22.4, all other securities must be submitted digitally to the PPIS. |
|  | * 1. A bid security is valid for 28 days from the date ending bid validity stated by a bidder. |
|  | * 1. The bid security may be annulled/resealed when the validity specified in the ITB 22.6 elapses or the Client contract award notification issued. |
|  | * 1. A representing partner provides a bid security for partnership. |
|  | * 1. Only after the Client accepts the security and awards the contract following the ITB 39 and the ITB 40, the Bid Security release notification shall be issued. The latter is delivered to issuers digitally over the PPIS. |
|  | * 1. The security issuer shall deposit financial means to the Treasury account or shall transfer the Government bond and security to the Ministry of Finance of Mongolia. |
|  | * 1. When a bidder declines the request for validity extension, then the Client rejects the bid and releases the security. |
| **D. BID SUBMISSION and OPENING** | |
| 1. **Verification and submission** | * 1. A bidder’s certified representative submits a bid after authorisation. If the country-of-origin legislation permits the bidding document may omit stamping. |
|  | * 1. When a bid authorized by a non-certified representative following the ITB 23.1, there is no requirement for authorization letter submission. |
|  | * 1. A bid must be authorized by an authorized representative’s signature or a digital ID. |
|  | * 1. A bid authorized by a non-certified representative’s digital ID is equivalent to filled and signed Forms Section IV following the ITB 23.1. In this case issuing a signed and stamped authorisation certificate is not necessary. |
|  | * 1. A bidder may treat its information confidential with legal justification except following: |
|  | * + 1. Submitted documents following the ITB 16; |
|  | * + 1. Filled Section IV forms; |
|  | * + 1. An explanatory letter stating proposed works meet technical specification, as described in the BDS 18.2;     2. Other documents specified in the BDS. |
|  | * 1. Except those particulars defined in the ITB 23.7 submitted bid information is available to other bidders. |
|  | * 1. A bidder shall provide a letter containing legal justification for each information to be treated as confidential following Section IV. |
| 1. **Submission deadline** | * 1. A bidder shall upload the proposal digitally to the PPIS before submission due time and date. A bid submission closing time is set by the PPIS. |
| 1. **Bid change/ amendment and recall** | * 1. A bidder has a right to addition, change, replacement, or recall of its proposal before the bid submission deadline. |
| * 1. No addition, change, replacement, or recall permitted after bid closing. The Client files the submitted bid following the SOP for archiving. |
| * 1. To recall a bid after the closing, a bidder shall request it in writing. |
| 1. **Bid opening** | * 1. The Client states bid opening time, date, a venue in the BDS. |
|  | * 1. Bid opening is open to bidders, their representative or to any interested party. The attendees shall sign the file record. |
|  | * 1. Bid opening shall follow following information posted on the PPIS: |
|  | * + 1. Bidders list; |
|  | * + 1. Bid price; |
|  | * + 1. Price discount on offer if any; |
|  | * + 1. Alternative bid price when allowed; |
|  | * + 1. Bid Security if any. |
|  | * 1. For procurement in lots every lot opening shall have a separate file record. |
|  | * 1. The Bid Price and price discount not announced or recorded is not eligible to be considered for evaluation, except for:      1. The Bid price that of the budget estimated by the licensed entity defined in ITB 19.7      2. The Bid Price conversion into single currency as specified in the ITB 31      3. Correcting arithmetic errors defined in the ITB 32. |
| **E. BID QUALIFICATION and EVALUTION** | |
| 1. **Confidentiality** | * 1. Information relevant to bid review, clarification, and evaluation, its report is confidential till procurement outcome is announced except for procurement committee members. |
|  | * 1. “Best” offer may become open to other bidders except parts treated confidential adhering to respective legislation. |
| 1. **Requesting clarification** | * 1. The Client may demand a bidder or request its affiliated entity clarification concerning its bid details. |
|  | * 1. For clarification purposes specified in the ITB. 28.1 only official communication methods apply. |
|  | * 1. A bidder may communicate with the Client over the PPIS. In this case a hard copy of the correspondence must be filed. |
|  | * 1. Except a mathematical error correction defined in the ITB. 32 no alteration permitted to the bid document. |
|  | * 1. Except clarification concerning bid details as specified in the ITB 28.1, the Client or a bid evaluation committee member/s shall not have any direct or indirect contact with a bidder/s, or its representative/s till the contract award. |
| 1. **Eligibility** | * 1. A bid eligibility is assessed based on the bid compiled from documents described in the ITB 13, information retrieved from relevant information databases, a bidder’s official correspondence file against following discretionary criteria: |
|  | * + 1. A bidder affiliation meets requirements defined in the ITB. 4; |
|  | * + 1. A bidder, its subcontractor, or a partnership meets requirements defined in the ITB. 4; |
|  | * + 1. Only one bid as specified in the ITB. 6; |
|  | * + 1. Filled Section IV Forms; |
|  | * + 1. Assessment following the ITB 16 establishes no relevance to the Article 14.1 of the Law concerning a bidder, or a partner; |
|  | * + 1. A bidder meets discretionary qualification criteria specified in the ITB. 17; |
|  | * + 1. A proposed works meets the bidding document specification in the ITB.18; |
|  | * + 1. A bid quote meets requirements in the ITB 19, having followed codes and standards; |
|  | * + 1. Agreed to the terms of reference set by the Client or the Contract; |
|  | * + 1. Meeting other requirements to a bid. |
|  | * 1. The Client may take following mismatches as being minor: |
|  | * + 1. The proposed work differs but does not affect the work scale, quality, and performance following the ITB. 29.1.7; |
|  | * + 1. The proposed contract terms differ from the bidding document contract terms, but the difference does not limit the Client authority, and/or a bidder’s responsibilities set in the bidding document. |
|  | * 1. If the Client’s recognition of a bid’s minor mismatches described in the ITB 29.2 does not affect unfairly other eligible bids, then the bid is eligible. |
|  | * 1. The Client may include a minor mismatch/error correction methodology in the Section III. |
|  | * 1. The Client recognized a bid following the ITB. 29.3 of the ITB, its price must be adjusted accordingly following the methodology described in the ITB. 29.4. |
|  | * 1. An eligible for evaluation bid shall meet all the criteria described in the ITB 29 or meeting requirements described in the ITB. 2-6 and ITB 11-24 having filled forms, necessary applications and supporting documents attached to the bid. |
|  | * 1. Those bids not meeting the criteria specified in the ITB. 29.6. are rejected from further evaluation. |
|  | * 1. The Client rejection as specified in the ITB. 29.7 of the ITB shall not apply to bids for providing or not providing documents prohibited to demand as specified in the ITB provisions. 16.1, 17.4, 17.5. |
| 1. **Evaluation** | * 1. The Client evaluates only eligible bids as specified in the ITB. 29.6 adhering to the Article 28 of the Law. |
|  | * 1. The evaluation is carried out according to the legislation and against additional criteria if such is set in the Section III of the BDS.   2. The Employer shall assess the qualifications of the responsive Bidders in terms of the Eligibility and Qualification Criteria and methods set out in Section III.   3. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.   4. To evaluate a Bid, the Employer shall consider the following:      1. The Bid price, excluding Provisional Sums unless priced competitively and the provision, if any, for contingencies in the Schedules, but including Daywork items, where priced competitively;      2. Price adjustment for correction of arithmetic errors in accordance.      3. Price adjustment due to missing items, missing rates, or discounts offered in accordance.      4. Price adjustment due to quantifiable nonmaterial nonconformities in accordance.      5. Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance.      6. The additional evaluation factors as specified in Section III, Qualification and Evaluation Criteria.   5. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.   6. If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Qualification and Evaluation Criteria.   7. If the Bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer’s estimate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices with the construction methods, resources and schedule proposed. If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. |
| 1. **Currency conversion** | * 1. When bid price is expressed in currency different that of specified in the ITB. 20, the exchange rate of the Mongol Bank on the procurement announcement date is applied for currency conversion. |
| 1. **Mathematical error handling** | * 1. For eligible bids a mathematical error is handled in following ways: |
|  | * + 1. Multiplication error: unit price multiplied by item quantity equals to total price for the item. If a unit price decimal sign has been placed wrong but the total price for the item is accurate, then correct only the decimal; |
|  | * + 1. Sum/deduction error: correct total price based on unit price; |
|  | * + 1. Mismatch between numeric and written totals: Written number overrides and numeric is corrected. If written number is the result of a mathematical error, then numeric overrides following ITB. 32.1.1 and ITB 32.12. |
|  | * 1. The notice on mathematical error handling specified in the ITB. 32.1 must be issued to the concerned bidder. |
| 1. **Privilege** | * 1. Following the Article 10 of the Law a bidder provides evidence to enjoy privilege. The Bid Price adjustment applies to such bid following a relevant adjustment methodology. |
|  | * 1. If a bidder fails to provide privilege evidence following the ITB. 33.1, the privilege does not apply. However, this failure shall not become justification for bid rejection. |
| 1. **Price comparison** | * 1. Bid price comparison procedure: |
| * + 1. Identify the quote specified in the ITB. 19; |
|  | * + 1. Correct mathematical error/s following the ITB. 32.1; |
|  | * + 1. Calculate the price discount specified in the ITB. 19.4; |
|  | * + 1. Currency conversion for quotes described in the ITB. 34.1.1-34.1.3 following the ITB. 31; |
|  | * + 1. Reserve privilege following the ITB.33; |
|  | * + 1. Express the value for additional criteria for evaluation as defined in the ITB. 30.2. |
|  | * 1. When the quote exceeds the budget more than 5% after bid price adjustment, price discount calculation, currency conversion applied, the bid is rejected in adherence to the Article 30.1.3 of the Law. |
|  | * 1. The following procedure shall apply for procurement with two and more lots defined in the ITB 1.2 to identify the lowest combined quote and apply price adjustment: |
|  | * + 1. Identify the lowest price for each lot following ITB. 34.1; |
|  | * + 1. When price discount applies for two and more lots, adjusted quote may be recalculated for comparison. In this case, the bidder offering the lowest price for two and more lots shall meet requirements specified in the ITB. 36.2; |
|  | * + 1. After above-described assessment, the Client selects the best possible alternative by comparing price for each lot, multiple lots, for a bid to identify the lowest contract price. |
|  | * 1. Evaluation and assessment apply to the “best’ offer when alternate bidding permitted following the ITB 15.1. |
|  | * 1. The same procedure applies to an alternative bid evaluation and assessment described in the ITB 34.4. |
| 1. **Comparison and negotiation** | * 1. Client selects “best” offer following the Article 28.7.3 of the Law by categorizing bids with the lowest quote. |
|  | * 1. Following justified negotiation with a bidder according to the Law, changes permitted only to its bid parts not concerning discretionary criteria and requirements, and the work set by the Client. |
| 1. **Bidder capacity re-assessment** | * 1. The Client may re-assess a bidder’s capacity offering the best offer for multiple lots to assess its capacity to perform the contract for each lot. |
|  | * 1. Re-assessment following the ITB. 36.1 only considers documents specified in the ITB 17 to evaluate a bidder’s financial and technical capacities and work experience. |
|  | * 1. When a bidder is not qualified to be awarded contracts for multiple lots, for the lot within its capacity the bidder is eligible for the award. |
|  | * 1. When re-assessment of the bidder with a “best” offer finds shortage in its capacity to perform the contract then the bid is rejected. Then the next bidder with lowest price offer shall become the best offer and its capacity reassessment accordingly. |
| **F. NOTIFICATION and CONTRACT AWARD** | |
| 1. **Notification** | * 1. The Client shall issue a notice to bidders and upload it to the PPIS on the same day of bid opening. A notification has the following forms: |
|  | * + 1. Award Notice to the bidder with “best” offer; |
|  | * + 1. Unsuccessful Bidder Letter to bidders except that of specified in the ITB. 37.1.1; |
|  | * + 1. A bid rejection notice following the ITB 29.7 and ITB 34.2. |
|  | * 1. The Client’s decision to award a contract, the award notice, the bid with best offer shall be cited in the notices specified in the ITB.37.1.2 and ITB 37.1.3. |
|  | * 1. The Client shall state in a rejection notice specified in the ITB 37.1.3 the procurement method to be used for the next round following the Article 30.4 of the Law.[[2]](#footnote-2) |
| 1. **Award Notice** | * 1. The Client issues to express its intention a Notice of Award specified in the ITB 37.1.1 to the bidder with “best” offer. The adjusted price for the evaluation must be stated in the notice as the contract price. |
|  | * 1. In following cases a bidder’s guarantee is nationalized following the Article 20.7.2 of the Law: |
|  | * + 1. The bidder has not agreed to the adjusted price stated in the Notice of Award; |
|  | * + 1. Failure to provide performance security following the ITB. 39 (when necessary); |
|  | * + 1. Failure to sign the contract following the ITB 40. |
|  | * 1. When arises the situation described in the ITB 38.2, the Notice of Award is issued to the next best bidder. |
| 1. **Performance Security** | * 1. A qualifying bidder shall furnish the Performance Security equal to 3% of funding for that financial year according to the Contract attachment form specified in the ITB 7.5 on time defined by the Client. |
|  | * 1. The performance security may take form of that specified in the ITB. 22.3. A foreign entity’ performance security shall meet requirements specified in the ITB. 22.4. |
|  | * 1. The Performance Security is the part of the Contract. |
| 1. **Contract signing** | * 1. The Client fills the contract template specified in the ITB. 7.5 and sends to the qualifying bidder. |
| * 1. The qualifying bidder shall authorize the contract template following the ITB. 40.1 and return to the Client within a set date. The set date shall fall in six working days from the Notice of Award issued date and within the bid validity period. |
|  | * 1. The qualifying bidder shall authorize the contract within the date specified in the ITB. 40.2. |
|  | * 1. The ITB 40.3 does not apply when the Ministry of Finance, or other authority, or a court cancels or postpones the award decision. |
| **G. MISCELLANEOUS** | |
| 1. **Prepayment** | * 1. When advance payment for expenses related to supply materials or the work start necessary, the contract price share of such nature must be stated in the BDS. |
|  | * 1. The Contractor shall submit work details including work type, size, and the BOQ, a schedule and prepayment security not less than the value specified in the ITB. 41.1. |
|  | * 1. When the ITB 39.1 of the ITB applies, the performance security may act partially as prepayment security. |
|  | * 1. The prepayment security shall follow a form specified in the ITB 7.6. For a foreign Bidder it should meet requirements specified in the ITB 22.4. |
|  | * 1. The prepayment security is the part of the contract. |
| 1. **Procurement management complaint** | * 1. A bidder has a right to express procurement related complaint following the legislation. |
| 1. **Prepaid procurement** | * 1. When a prepaid procurement method is applied to the procurement specified in the ITB 1.1, the Client must clearly state it in the BDS and the Bid Announcement. |
| * 1. The Client shall follow the ITB and “Prepaid Procurement Procedure” when managing the prepaid procurement defined in the ITB 43.1 |
|  | * 1. For the prepaid procurement the contract shall not be awarded till a funding source is approved. |
|  | * 1. Funding source disapproval, or change in work scale and volume, or differing budget from that of specified in the ITB 2.1, is the justification for prepaid procurement and subsequent contract award cancellation. |
|  | * 1. A bidder takes risks associated with the contract award cancellation specified in the ITB 43.4. |
| 1. **Procurement outcome announcement** | * 1. Procurement outcome announcement is uploaded to the PPIS and made public. |
| * 1. The Client is responsible for public announcements of bid opening record and procurement outcomes via the PPIS. |

# SECTION II . BID DATA SHEET (BDS)

|  |  |
| --- | --- |
| **A. GENERAL** | |
| **ITB 1.1** | The Employer is: The Ministry of Education and Sciences of Mongolia |
| **ITB 1.1** | The name of the NCB is: Procurement of Works for GMIT Laboratory Building Extension |
| **ITB 1.1** | The identification numberof the NCB is: *[insert the NCB identification number]* |
| **ITB 1.3** | The number and identification of lots (contracts)comprising this NCB is: not applicable |
| **ITB 2.1** | Funding source: KfW soft loan |
| **ITB 2.1** | Total cost:13,973,295,825 MNT (4,395,500 EURO\*)  \* EURO (1 EURO = 3179 MNT) rate from the Central Bank of Mongolia on 2022-08-29 |
| **B. BID CONTENT** | |
| **ITB 3.8.2** | For **clarification purposes** only, the Employer’s address is:  Attention: *[indicated the name and title of the person to whom requests for clarification should be addressed]*  Address: *[indicate the postal address to which requests for clarification shall be sent]*  Contact telephone: *[indicate the office telephone number to which requests for clarification shall be sent or insert “not applicable” if requests for clarification shall only be accepted by e-mail]*  Electronic mail address: *[indicate the Employer’s official email address]*  The copy of a request for clarification shall be sent to the Public Procurement Information System ([www.tender.gov.mn](http://www.tender.gov.mn)) and made available for public without identity information. A response posted on the system shall be deemed available to all bidders. Hence, we advise interested bidders to check regularly for updates this website. The information request is accepted in time not less than five (5) days prior a procurement deadline. |
| **ITB З.9.1** | A meeting before deadline for interested parties shall take place: yes  Date:  Time:  Place: |
| **C. BID PREPARATION** | |
| **ITB 12.2** | The language of the Qualification Document and the Bid is Mongolian  All original documents written in any foreign language must be accompanied by a Mongolian translation. |
| **ITB 15.1** | Alternative bids are not permitted**.** |
| **ITB 16.1** | The general provision of the Law on Public Procurement of Goods, Works and Services of Mongolia must be observed unless applicable specific conditions stipulated in the Provision 14.1 of the Law. Social insurance or tax certificates nor required as relevant information can be retrieved and cross-checked via “Public Procurement Information System” [www.tender.gov.mn](about:blank) and “Information Data Exchange System HUR 21” from General Taxation Office, Social Insurance Office. Tax and social insurance certificates submitted by a bidder are not considered for bid evaluation. |
| **ITB 16.2** | Digitally obtained a court archive reference letter and a court decision authority certificate must be made available. For this purpose, a bidder shall access the PPIS ([www.tender.gov.mn](http://www.tender.gov.mn)) signing in with own digital ID/e-signature not less than three (3) days prior a deadline applying for a such evidence. Please, note that the Court Administration Office handles the matter after an internal review.  The authority directly uploads the requested document on the PPIS ([www.tender.gov.mn](http://www.tender.gov.mn)) by signing with its own digital ID before bid opening date. PS: For above mentioned documents please follow user guidelines on [www.tender.gov.mn](http://www.tender.gov.mn). |
| **ITB 17.2** | Financial data requirements to a bidder: having an average revenue for the last three (3) financial years (2019, 2020 and 2021) not less than the project cost. |
| **ITB 17.2.5** | Other financial capability qualification criteria if required:  1. Liquidity: The Bidder shall demonstrate that it has access to, or available liquid asset equal to not less than 40 % of the project cost based on evaluation of following financial resources separately or combined:   * Bank account balance /Correspondence bank. * Available lines of credit issued by a commercial bank. The certificate shall be made available for this procurement only and must be valid throughout future contract commitment. The bank shall issue such certificate based on its credit assessment. * Total liquid asset as stated in the Bidder’s financial statement for the second quarter of 2022 on www.ebalance.mof.gov.mn.   2. Correspondence bank statement on liability including overdue credit, interest, payment. |
| **ITB 17.3** | Financial capabilities assessment covering period:  Financial Statements: Annual for 2019, 2020, 2021 and the first half year for 2022. The information can be accessed via [www.e-balance.mof.gov.mn](http://www.e-balance.mof.gov.mn) and the Bidder does not need to submit these documents. |
| **ITB 17.6** | Technical capacity and contract management experience qualification criteria:  At least one similar contract substantially completed as a prime contractor in each 2017, 2018, 2019, 2020, 2021 (5 years) and each contract value is equal to at least 75% of the project cost.  A copy of the contract, the committee hand-over certificate (the Committee certificate shall be signed by authorities specified by the Government Decree 212 on “Approval of Regulation 22), employer’s reference letters.  The substantial completion shall be based on 70% and more works completed under the contract. |
| **ITB 17.6.1** | License/permission required:   * BA-4.1 Construction extension, rehabilitation, repair works for reinforced concrete structures precast and cast. * BА-3.3 Construction work of water supply and sewage systems main network, its fittings installation. * BА-3.4 Construction work of heating system main network, its fittings. * BА-3.5 Construction work of electrical supply network, sub-station, its fittings installation. * BА-6.1 Construction work of internal water supply and sewage systems, its fittings installation, external network of the structure. * BА-6.2 Construction of internal heating, ventilation systems, air condition, its fittings, external network of the structure. * BА-6.3 Lighting installation, electrical system, its fitting, external network construction of the structure. * BА-6.4 Internal communication and automatization, internet, fire safety system installation, its fittings, external network of the structure. * BА-7.1 Building renovation, finishing, interior and landscape work.   The Bidder, Joint Venture, subcontractor shall have a relevant license to perform the contract. The license information shall be cross checked with the PPIS hence it is not required to submit a copy of the license with the bid. Please note that it is a sole responsibility of the bidder to check its information on the system for accuracy and validity. |
| **ITB 17.6.2** | Human resources information required:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **№** | **Title** | **Quantity** | **Professional experience** | **Copy of diploma or certificate** | | 1 | Civil Engineer | 3 | To be licensed one Professional Engineer and one Consulting Engineer construction and repair works | Not required | | 2 | OHS Officer | 2 | At least 3 years working experience of in OHS. | A copy of valid training certificates | | 3 | Water Supply and Sewage System Engineer | 2 | To be licensed one Professional Engineer in water supply and sewage system construction and repair works. | Not required | | 4 | HVAC Engineer | 2 | To be licensed one Professional Engineer and one Consulting Engineer. | Not required. | | 5 | Electrical Engineer | 3 | To be licensed one Professional Engineer and one Consulting Engineer. | Not required | | 6 | Automatisation Engineer | 1 | At least 5 years of working experience | Not required | | 7 | Geo-Engineer | 1 | To be licensed Consulting Engineer | Not required | | 8 | Field Geotechnician | 1 | At least 5 years of working experience of field testing | Not required |  * List of engineers and technicians filled in the form must be appointed to the project by the company director’s decree. * Detailed work experience for each. * A copy of the National ID Card * University degree/diploma to be cross checked with the MES data system. Required to cross check with E-Mongolia system for engineering education attainment data. If there is discrepancy, please address the issue to IT and Statistics Division of the MES for record entry. Please, not missing information or record discrepancy might cost a bid decline. * A copy of a foreign university degree/diploma must have translation. * A copy of diploma for engineering graduates from Technical and Vocational Education School, Polytech College. * Guidelines for information checking on E-Mongolia system. [https://www.youtube.com/watch?v=1PEEp8NQNu0](about:blank) * A chief engineer and OHS officers must be full-time employees of the Bidder. * A copy of service contract and National ID cards for engineers and technicians who are contract workers. * A list of construction workers. At least 60% of above specified engineers must be full time employees of a Bidder. Social insurance payment for employees will be cross checked via KHUR information exchange system hence, it is not required to submit ND-8 form. |
| **ITB 17.6.3** | Specific equipment and machinery list required:   |  |  |  | | --- | --- | --- | | **№** | **Equipment and machinery description, purpose** | **Note** | |  | Bulldozer 140 horse power |  | |  | Crane 5tn |  | |  | Auto crane 3-10tn |  | |  | Acetylene generator |  | |  | Concrete pump |  | |  | Welding apparatus |  | |  | Vibrator |  | |  | Soil plate compactor |  | |  | Compressor |  | |  | Water tank vehicle |  | |  | Gas welding apparatus |  | |  | Pneumatic Tire Roller Compactor 14-16Tn |  | |  | Hit Plate Compactor Machine |  | |  | Tower crane |  | |  | Excavator 0.8m3 |  | |  | Lorry |  |   1. A Bidder shall provide adequate information to demonstrate clearly in above sheet that it has the capacity to meet the requirement for the key equipment.  2. A Bidder shall provide a copy of lease agreement for the equipment and machinery attaching equipment/machinery registration plate photos. A lease agreement shall specify its duration, price, and other arrangements to perform the contract. |
| **ITB 17.6.4** | Substantial completion of similar works experience required:  A list of similar contracts substantially completed in years 2017, 2018, 2019, 2020, 2021 in the format presented in Section IV Bid Forms. |
| **ITB 17.6.5** | Technical qualification criteria required:  A Bidder shall submit with its bid following additional documents:   1. Signed construction plan/milestones. The work completion date is August 20th 2024. The plan shall be coherent with equipment suppliers’ schedule. 2. The project cost to be estimated based on a detailed design and the Bill of Quantity and certified by a licensed quantity surveyor using software and adhering to effective legislation and guidelines. 3. If there is a discrepancy in a rate and priced BoQ, except arithmetic errors, the justification for such discrepancy must be evidenced in particulars such as price discount. Price discount for materials and goods applied, it must be reflected in a financial proposal. The bid offering unjustified price discount shall be declined. 4. A copy of a site management plan. 5. A successful Bidder shall provide a Bid Security, a demand guarantee in writing to perform the contract for its price on time honouring the project design specifications and technical parameters in highest quality.   A Bidder shall submit a Bid digitally/in PDF format. If any content of the file fails to be read in part, it is deemed submission failure.  Recommendation is interested parties to read “Public Procurement Information System Application Procedure” approved by the Minister of Finance issuing the Decree 255 on December 09, 2019. |
| **ITB 17.7.** | A Bidder, a Joint Venture member, contract management experience is required.  For ongoing contract, please submit a copy of the contract, the Employer/Client’s reference letter on performance and a progress report. |
| **ITB 17.8** | Subcontracting is permitted for the works up to 10% of contract price.  Documents for submission:   * A digitally signed contract, where clearly stated work description, timeframe to be performed by the subcontractor. * A subcontractor shall have a license to perform the described work.   A subcontractor’s Registration Certificate and work license to be checked via KHUR Information Exchange System. |
| **ITB 17.9** | Joint Venture members to meet additionally following criteria:   * The JV Agreement identifying each member and its role, work description, portion of contract in amount and percentage. * The JV members’ authorized lead member to represent JV members on contract related matters including receiving guidelines, handling payment. * The JV Agreement shall have provisions authorising the lead member to oversee contract performance management and receive payment. * The copy of the JV Agreement. * Each JV member shall prepare information described in the Sheet separately and submit with the Bid   NOTE: When a Bidder fails to have digitally signed the JV Agreement via the PPIS its bid is deemed invalid under Provision 3.11 “When a Bidder fails to sign JV Agreement with other members the Bid is not considered following the Article 5.1.6.b of the Law” of the Public Procurement Information System Application Procedure. |
| **ITB 19.5.** | A Bidder’s financial proposal is to be adjusted during the contract performance: not applicable |
| **ITB 22.1** | Bid Security: required  Bid Security value: 0.5 % of the budget.  Validity: The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if provided The Bid Security must be submitted directly from the issuing Bank digitally over the PPIS before the procurement deadline. |
| **D. BID SUBMISSION AND OPENING** | |
| **ITB 23.1** | A bidder’s appointed representative shall submit a legal authorisation when suspending and transferring its function to a third party. When the document is signed by an official entitled to represent without legal authorisation this requirement forfeits. |
| **ITB 23.5.3** | The list of documents to be public including ITB 16 and Section IV templates and:   * A bidder shall submit information subject to the Privacy Law, Organization Information Disclosure Law as a separate file. The file shall contain a justification notice for such act and signed by a Bidder’s management official. |
| **ITB 24.1.** | Submission deadline:  Date: 30th September 2022  Time: 09:00 AM |
| **ITB 26.1.** | Opening of bids shall take place digitally and the information will be sent to bidders.  Date: 30th September 2022  Time: 09:30 AM  Bid opening session venue: *[province/city soum/district, street name, Building No. Floor, Room No]* |
| **E. ELIGIBILITY, EVALUATION OF QUALIFICATION DOCUMENTS** | |
| **ITB 30.2** | Additional criteria application for evaluation: not applicable |
| **F. NOTICE OF AWARD, CONTRACT AWARD** | |
| **ITB 39.1** | A successful Bidder to furnish a Performance Security: required  The Performance Security shall meet the requirement described in ITB 7.5.  Article 43.8. of the Law: For a project performing across multiple years the Contractor shall renew the Performance Security before its expiry date.  Amendment on June 10th 2022.  Article 43.9. The Contractor’s failure to renew the Performance Security as prescribed by the Article 43.8 of the Law is deemed as a failure to honour the Contract for the Client’s claim.  Amendment on June 10th,2022. |
| **G. MISCELANOUS** | |
| **ITB 41.1** | Advance payment application: not applicable |
| **ITB 43.1** | Pre-order procurement application: not applicable |

# SECTION III. EVALUATION CRITERIA

This Section contains all the criteria that the Employer shall use to evaluate the Bids. In accordance with ITB 30.4, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV Bid Forms.

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

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 31.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

1. **Evaluation of Eligibility and Qualification**

The following table contains all criteria and requirements the Bidders shall meet to be considered as eligible and qualified for the execution of the works:

| **Criteria** | | | **Requirements / Max. Scores** | | | | **Documentation Requirements / Forms** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | |  |
| **All Parties Combined** | **Each Member** | **One Member** |
| **1. Eligibility** | | | | | | | |
| 1.1 | **Nationality** | Nationality in accordance with ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments |
| 1.2 | **Conflict of Interest** | No conflicts of interest in accordance with ITB 3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Form |
| 1.3 | **KfW Eligibility** | Not being ineligible as described in ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Declaration of Undertaking |
| 1.4 | **Government-Owned Entity** | Meet conditions of ITB 4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments |
| **2. Historical Contract Non-Performance** | | | | | | | |
| 2.1 | **History of Non-Performing Contracts** | Termination of a contract did not occur as a result of contractor’s default in the past five (5) years | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON-2 |
| 2.2 | **Suspension Based on Execution of Bid Securing Declaration by the Employer** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Form |
| 2.3 | **Pending Litigation** | All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder’s net worth and shall be treated as resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON-2 |
| **3. Financial Situation and Performance** | | | | | | | |
| 3.1 | **Financial Capabilities: Liquidity** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as EUR 500.000for the subject contract(s) net of the Bidders other commitments. | Must meet requirement | Must meet requirement | N/A | N/A | Form FIN–3.1 with attachments and FIN-3.3 |
| 3.2 | **Financial Capabilities: Other Sources of Finance** | (ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A | Forms FIN–3.1 and FIN-3.4 |
| 3.3 | **Financial Capabilities: Financial Position** | (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last3 years (2019, 2020, 2021) shall be submitted and must demonstrate the current soundness of the Bidder’s financial position based on the following criteria:   1. Liquidity ratio ≥ 1.1 2. Indebtedness ratio ≤ 80% | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN–3.1 with attachments |
| 3.4 | **Average Annual Construction Turnover** | Minimum annual construction turnover of EUR 4 million (four million euro), for the last 3 years, calculated as total certified annual payments received for contracts in progress and/or completed. | Must meet requirement | Must meet requirement | Must meet [twenty five] [25]% of the requirement | Must meet [forty] [40]% of the requirement | Form FIN–3.2 |
| **4. Construction Experience** | | | | | | | |
| 4.1 | **General Construction Experience** | Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 3years, starting 1st January 2019. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP–4.1 |
| 4.2 (a) | **Specific Construction & Contract Management Experience** | Similar[[3]](#footnote-3) contracts, satisfactorily and substantially[[4]](#footnote-4) completed as a prime contractor, joint venture member[[5]](#footnote-5), management contractor or subcontractor6 between 1st January 2017 and application submission deadline of minimum value of at least 75% of the estimated value of the works. | Must meet requirement | Must meet requirements | N/A | N/A | Form EXP-4.2 |
| 4.2 (b) | **Construction Experience in key activities** | For the above or any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor8 on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities successfully completed[[6]](#footnote-6):  1. Must have been working on multi-unit construction with an area of ​​not less than 8000m2.  2. Must have experience in building on clay soil. | Must meet requirements | Must meet requirements | N/A | Must meet the following requirements for the key activities listed below *[list key activities and the corresponding minimum requirements]* | Form EXP–4.2 (b) |
| **5. Environmental and Social and Health and Safety (ESHS) Experience and Capacity** | | | | | | | |
| 5.1 | **Certificates**  *[required only if marked ❸ or* **❷** *in Form CER-5.1, otherwise insert N/A, further explanation see preface to Form CER-5.1]* | Availability of a valid ISO certification as below or internationally recognized equivalent (equivalence to be demonstrated by the Bidder)   * Quality Management certificate ISO 9001 * Environmental management certificate ISO 14001:2014 * Health and Safety certificate OHSAS 18001 | Must meet requirement | N/A | Must meet requirement, if part in JV is substantial (more than 40 (forty) % of the works) | Must meet requirement | Form CER-5.1 |
| 5.2 | **Experience in Projects with significant ESHS Impact** | For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor8 on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum specific experience relating to the following ESHS requirements[[7]](#footnote-7): *[list key ESHS requirements individually with a focus on ESHS aspects which are relevant to the implementation of the contract.]* | Max. 30 points | Max. 30 points[[8]](#footnote-8) | N/A | Must have executed at least *[insert number of]* contract(s) demonstrating experience with the key ESHS requirements as listed in the Requirements column. | Form EXP–5.2 |
| 5.3 | **Environmental Capacity** | The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards an effective environmental management system:  The qualitative assessment of the Bidder’s compliance will be carried out in terms of the scoring method described in ITB 26.8. The sub-criterion score will be calculated by adding the requirement scores. | Max. 10 points | Max. 10 points[[9]](#footnote-9) | N/A | N/A | Form ENV-5.3 |
| 5.4 | **Occupational Health and Safety Capacity** | The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards an effective health and safety management system.  For assessment and scoring see note in 5.3. above. | Max. 10 points | Max. 10 points[[10]](#footnote-10) | N/A | N/A | Form OHSAS-5.4 |
| 5.5 | **Socially Responsible Work Implementation** | The Bidder must demonstrate a comprehensive understanding of the requirements regarding work site implementation and operation.  For assessment and scoring see note in 5.3. above. | Max. 20 points | Max. 20 points[[11]](#footnote-11) | N/A | N/A | Form LOC-5.5 |
| 5.6 a) | **ILO Core Labour Standards** | Undertaking to fully respect the ILO Core Labour Standards in the Bidder’s business practice. | Must meet requirement | N/A | Must meet requirement | N/A | Bid Submission Form (f) and form COC-5.6 |
| 5.6 b) | **Ethical business principles** | The Bidder must demonstrate that its business setup and operations meet the minimum requirements towards ethical Business principles. For assessment and scoring see note in 5.3. above | Max. 10 points | Max. 10 points[[12]](#footnote-12) | N/A | N/A | Form COC-5.6 |
| 5.7 | **ESHS and Construction Personnel** | The Bidder must demonstrate that it has access to adequate candidates for the ESHS personnel profiles, listed in Section VII, Scope of Works. The candidates must fulfil the minimum specific profile requirements and the general requirements (if any). Combining several candidates to fulfil one candidate profile is not allowed. Providing multiple candidates for a single profile is allowed. For assessment and scoring see note in 5.3. above. | Max. 20 points | Max. 20 points | N/A | N/A | PER-5.7 |

1. **Domestic Preference**

*Not applicable*

1. **Evaluation of Bids**

In addition to the criteria listed in ITB 17 the following criteria shall apply:

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

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

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

The ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements - ESHS Specifications. The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not comprising an ESHS Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

**3.3 Multiple Contracts**

*Not applicable*

**3.4** Alternative **Completion Times**

*Not applicable*

**3.5 Technical alternatives**

*Not applicable*

**3.6 Personnel**

The Bidder’s personnel shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements – Personnel Requirements. The Bidder shall use the Forms PER-1 and PER-2 provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not including proposed personnel or a Bid for which the proposed personnel is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

**3.7 Equipment**

The Bidder’s equipment shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements – Equipment Requirements. The Bidder shall use the Form EQU provided for this purpose in Section IV, Bidding Forms - Technical Proposal. A Bid not including proposed equipment or a Bid for which the proposed equipment is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

# SECTION IV. BID FORMS

**Bid Submission Form**

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

*[date]*

***To [the Client name]***

We ***[bidder’s name]*** *s*ubmit this proposal (hereinafter referred the bid) for the procurement ***[procurement title and ID]*** announced by your organization offering MNT

***[bid price without discount, in figures and in writing]***

for the works to perform according to the Work Schedule stated in the bidding document, and under following conditions:

1. Have agreed to the conditions and terms specified in the Bidding Documents and Contract (general condition, specific terms, forms) and submit the bid.
2. No circumstances present concerning a bidder, and its partnership specified in the ITB 16.1.
3. We have no conflict of interest in accordance with ITB 3;
4. We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITB 4.7;
5. Permits the Client to seek information or evidence from third party concerning the bid.
6. Price discount is ***[state “offered” or “no offered”]***. ***[If price discount is offered please indicate terms and its application method]***.
7. The bid is valid for [30 and more days] days.[[13]](#footnote-13)
8. Have agreed to the terms to be qualified ineligible for false information or document under provisions 3; 4.1; 6; 12.4; 16 of the ITB.
9. The proposed works and its relevant goods and services honour the intellectual property rights, legal disputes and physical damage.
10. Have agreed to make the bid disclose following the relevant legislation and acknowledge that the Client is not responsible for information privacy under these circumstances.

***[The entity authorized to represent without certificate,***

***or its representative’s name,***

***position,***

***signature***

***Stamp]:***

***Address:***

**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("**Contract**")[[14]](#footnote-14)

To: (**"Project Executing Agency"**)

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)[[15]](#footnote-15) 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.

1. 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:

1. 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;
2. 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;
3. 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.
4. 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.
5. 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[[16]](#footnote-16) (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.

1. 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.
2. 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[[17]](#footnote-17):

Signature: Dated:

**Form ELI 1.1**

**Bidder Information Form**

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

NCB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_pages

|  |
| --- |
| Bidder's name  *[insert full name]* |
| In case of Joint Venture (JV), name of each member:  *[insert full name of each member in JV]* |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of constitution:  *[indicate year of Constitution]* |
| Bidder's legal address [in country of registration]:  *[insert street/ number/ town or city/ country]* |
| Bidder's legal structure and ownership structure  Legal structure: *[provide details]*  Ownership structure: *[provide details of direct and indirect ownership]* |
| Bidder's authorized representative information  Name: *[insert full name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| 1. General Presentation of the Bidder (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.)  2. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 16  🞎 In case of JV, JV agreement, in accordance with ITB 5.4 or Declaration of Association as per ELI 1.2(b).  🞎 In case of Government-owned enterprise or institution, documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Bidder is not a dependent agency of the Employer.  3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form ELI 1.2 (a)**

**Bidder's JV Information Form**

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

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

NCB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Each Bidder that is a partner and each nominated subcontractor in accordance with ITB 5 must submit this information.

|  |
| --- |
| Bidder name:  *[insert full name]* |
| Bidder's JV Member’s name:  *[insert full name of Bidder's JV Member]* |
| Bidder's JV Member’s country of registration:  *[indicate country of registration]* |
| Bidder JV Member’s year of constitution:  *[indicate year of constitution]* |
| Bidder JV Member’s legal address in country of constitution:  *[insert street/ number/ town or city/ country]* |
| Bidder JV Member’s legal structure and ownership structure:  Legal structure: *[provide details]*  Ownership structure: *[provide details of direct and indirect ownership]* | |
| Bidder JV Member’s authorized representative information  Name: *[insert full name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| 1. General Presentation of the Bidder JV Member (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.)  2. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 16  🞎 In case of JV, JV agreement, in accordance with ITB 5.4 or Declaration of Association as per ELI 1.2(b).  🞎 In case of Government-owned enterprise or institution, documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Bidder is not a dependent agency of the Employer.  3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Form ELI 1.2 (b)**

**Declaration of Association**

*[The following form shall be provided by each member of the JV and, if applicable, by any specialized subcontractor]*

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

NCB No. and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Insert the names of the other Members here]*

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

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

In the event that this *[insert here “joint venture”]* is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

*[Signature of the authorised representative of the Member]*

**Form CON 2**

**Historical Contract Non-Performance, Pending Litigation and**

**Litigation History**

*[The following table shall be filled in for the Bidder and for each member of the JV]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*JV Member Name:*[insert* *full name]*NCB No. and title: *[insert NCB number and title]*Page *[insert page number]* of *[insert total number]* pages

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

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

**Form FIN 3.1**

**Financial Situation and Performance**

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

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

**1. Financial data**

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

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for 3years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

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

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

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

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

🞎 Attached are copies of financial statements[[18]](#footnote-18) for the 3years required above; and complying with the requirements.

**Form FIN‑3.2  
Average Annual Construction Turnover**

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

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

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

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

**Form FIN–3.3  
Sources of Finance**

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

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

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

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

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

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

|  |
| --- |
| **Current Contract Commitments** |

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

**Form EXP‑4.1  
General Construction Experience**

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

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

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

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

**Form EXP‑4.2 (a)   
Specific Construction and Contract Management Experience**

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

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

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

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

**Form EXP‑4.2 (b)   
Construction Experience in Key Activities**

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*Bidder's JV Member’s Name: *[insert full name]*Subcontractor’s Name[[19]](#footnote-19) (as per ITB 35): *[insert full name]*  
NCB No. and title: *[insert NCB number and title]*

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

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

|  | **Information** | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Contract Identification | *[insert contract name and number, if applicable]* | | | | | |
| Award date | *[insert day, month, year, i.e., 15 June, 2015]* | | | | | |
| Completion date | *[insert day, month, year, i.e., 03 October, 2017]* | | | | | |
| Role in Contract  *[check the appropriate box]* | Prime Contractor  🞎 | | Member in JV  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| Total Contract Amount | *[insert total contract amount in contract currency(ies)]* | | | | EUR *[insert exchange rate and total contract amount in EUR equivalent]* | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year  *[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]* | Total quantity in the contract  (i) | | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| Year 1 |  | | |  | |  |
| Year 2 |  | | |  | |  |
| Year 3 |  | | |  | |  |
| Year 4 |  | | |  | |  |
| Employer’s Name: | *[insert full name]* | | | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | | | |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: | |  | | | | |
|  | | *[insert response to inquiry indicated in left*  *column]* | | | | |
|  | |  | | | | |
|  | |  | | | | |
|  | |  | | | | |
|  | |  | | | | |

2. Key Activity No. Two

3. Key Activity No. Three

**Optional: Form EQP–4.3  
Specific Construction Equipment**

*[The following table is optional and depending on the nature of the project, it shall be filled in for contracts performed by the Bidder or each member of a Joint Venture, and if so nominated in accordance with ITB 35, nominated sub-contractor]*

Bidder’s Legal Name: *[insert full name]*

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

NCB No.: *[insert NCB number]*

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

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

*[****Note to the Employer as to the preparation of the Forms***

*Projects financed by KfW are categorized in categories A, B+, B or C depending on their adverse environmental and social impacts and risks. This categorization takes place at an early stage and applies to the overall Project. However, typically projects comprise several components and specific individual contracts are awarded to consultants, contractors, firms or suppliers. The categorization of these individual contracts may differ from the categorization of the overall project (e.g. a separate supply contract for computers, or a separate small works contract for the rehabilitation of a guard house etc. may be categorized as minor, whereas the overall project may be a large hydro power project categorized as A). Therefore when designing the requirements for the Bidders or the ESHS Specifications for each particular contract of a project the potential environmental and social impacts and risks of this individual contract need to be taken into account, especially the occupational health and safety aspects (OHS) on the construction site and, if relevant, in worker camps during contract implementation.*

*Depending on the potential ESHS impact and the estimated contract size ESHS requirements for Bidders might be considered as basic, elevated or high and thus the requirements need to be adjusted accordingly. The ESHS levels shown hereafter make reference to the project classification for better orientation when attributing a level for this Application.*

*In the context of this section the ESHS level has the following meaning:*

*Level* **❶** *basic = relevant to contracts with basic ESHS requirements*

*Typically for contracts in Projects with minor environmental and social construction related impacts and risks which do not require an Environmental and Social Impact Assessment (ESIA) and an Environmental and Social Monitoring Plan (ESMP) (Category “C”). During the implementation of the works only limited occupational health and safety measures are required, e. g.: minor works and small scale rehabilitation measures; few workers; low transport requirements; no worker camps required; no hazardous wastes; no working at heights or confined spaces; no heavy construction machinery; no external environmental risks like floodings; etc.*

*Level* **❷** *elevated = relevant to contracts with elevated ESHS requirements in addition to* **❶**.

*Typically for contracts in Projects with limited environmental and social impacts and risks which require a standard ESIA (Category “B”). During the implementation of the works standard occupational health and safety measures are required, e. g.: less than 100 workers; less complex work site(s); transport of hazardous material; general OHS risks (welding, hazardous material) etc.*

*Level* **❸** *high = relevant to contracts with high ESHS requirements in addition to* **❷**

*Typically for contracts in Projects with significant or long term environmental and social impacts and risks which require a separate comprehensive ESIA and an ESMP (Category “B+ and A”). During the implementation of the works particular occupational health and safety measures are required, e. g.: more than 100 workers; worker camp(s) required; significant risks at complex work sites(s); increased heavy load traffic; etc.*

*The Forms include the full set of ESHS requirements for contracts with level* **❸** *ESHS requirements. However each individual requirement is marked according to the level on which this requirement applies. For contracts with lower requirements (level* **❶** *or level***❷***) those requirements which are not applicable should be deleted.*

**Form CER–5.1**

**Certification**

*[Insert Quality Management, Environmental Management Certification, Health and Safety Certification]*

*[In case of ESHS level* **❸** *it is mandatory for Applicants to be in the possession of all three valid certificates, in case of ESHS level* **❷** *a Quality Management Certificate might be requested. In case of ESHS level* **❶** *no certificates shall be required from Applicants.*

*The following table shall be provided by the Applicant for each certificate. Insert NOT APPLICABLE for the certificates which are not required]*

Applicant’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s JV Member name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NCB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Form ESHS EXP 5.2**

**Experience in Projects with significant ESHS Impact**

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

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*JV Member’s Name:*[insert* *full name]*NCB No. and title: *[insert NCB number and title]*Page *[insert page number]* of *[insert total number]* pages

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

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

Maximum points attributed to above requirements: \_ *[insert maximum attributable points as per Section III, ch. 5]* \_points

*[Total points shall be distributed equally to the number of contract references as per requirement in Section III, ch. 5.]*

**Form ENV–5.3**

**Environmental Management Capacity**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The Applicant shall demonstrate:** | **Information and Documentation** | **ESHS level** |
| 1 | * the existence of an Environmental Policy *[only in case of ESHS level* **❶** *insert:* and its application and enforcement in project implementation by a) own workforce and b) subcontractors.] | *\_\_[Provide relevant details of the Corporate Values or similar policy documents and declarations]\_\_* | **❶**  **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 2 | * the existence of an Environmental Management System, incl. an adequate organizational set-up for definition, enforcement and monitoring. | *\_\_[Provide details of the organizational set-up and procedures for relevant issues within your company, for qualification details of relevant key staff see Form 5.6]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 3 | * that all members of a JV, suppliers, subcontractors and temporary workforce a) are aware of and b) comply with the Environmental Management System. | *\_\_[Provide information on  a) how awareness, know how transfer and enforcement is implemented to external partners*  *b) nature, content and frequency of internal trainings to employees.]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 4 | * that regular monitoring and reviews of the status of the Environmental Management System takes place. | *\_\_[Provide details or samples of risk assessments, reviews, audits or reports which are carried out on a regular basis for the last three years]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 5 | * that procedures exist to respond to and mitigate environmental emergencies and other adverse impacts on work sites. | *\_\_ [Provide supporting evidence like emergency manuals (index only), emergency procedures, etc.]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |

Maximum points attributed to above requirements: \_ *[insert maximum attributable points as per Section III, ch. 5]* \_points

*[Total points shall be distributed to the individual requirements. In case of* **❶** *and* **❷** *the total points shall be distributed to the reduced number of requirements.]*

**Form OHSAS–5.4**

**Occupational Health and Safety Capacity**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The Applicant shall demonstrate:** | **Information** | **ESHS level** |
| 1 | * the existence of an Occupational Health & Safety Policy | *\_\_[Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations]\_\_* | **❶**  **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 2 | * the existence of management system, incl. an adequate organizational set-up for definition, enforcement and monitoring. | *\_\_[Provide details of the organizational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form 5.6]\_\_* | **❷❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 3 | * that regular reviews, audits and statistics of Health & Safety events and procedures especially on work sites exist. | *\_\_[Please provide details or samples of risk assessments, reviews, audits or statistical reports which are carried out on a regular basis for the last three years ]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 4 | * that all members of a JV, suppliers (in particular those for major supply items), sub-contractors and temporary workforce a) are aware of and b) comply with the Health & Safety Policy. | *\_\_[Provide information on  a) how awareness, know how transfer and enforcement is implemented to external partners*  *b) nature, content and frequency of internal trainings to employees.]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
|  |  |  |  |

Maximum points attributed to above requirements: \_ *[insert maximum attributable points as per Section III, ch. 5]* \_points

*[Total points shall be distributed to the individual requirements. In case of* **❶** *and* **❷** *the total points shall be distributed to the reduced number of requirements.]*

**Form LOC–5.5**

**Socially Responsible Works Implementation**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The Applicant shall demonstrate:** | **Documentation** | **ESHS level** |
| 1 | * a strategy for staff and labor incl. recruitment of temporary workforce and local labor, worker grievance mechanism, etc. | *\_[Provide information and relevant documents, if any]\_\_* | **❶**  **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 2 | * a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS). | *\_\_[Please provide supporting evidence* | **❶❷❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 3 | * a comprehensive strategy for staff accommodation, e.g. worksite camps, house rental, security, etc. | *\_\_[Provide information and relevant documents, if any]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 4 | * a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors | *\_[Provide information and relevant documents, if any]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 5 | * a strategy for communication and interaction with stake­holders and local communities incl. grievance mechanism, incl. avoidance of damage to property and people | *\_\_ [Provide a concept how this relationship has been managed in former contracts.]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |

Maximum points attributed to above requirements: \_ *[insert maximum attributable points as per Section III, ch. 5]* \_points

*[Total points shall be distributed to the individual requirements. In case of* **❶** *and* **❷** *the total points shall be distributed to the reduced number of requirements.]*

**Form COC–5.6**

**Ethical Business Principles**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The Applicant shall demonstrate:** | **Documentation** | **ESHS level** |
| 1 | * that ILO core labor standards[[20]](#footnote-20) are fully respected in business operations by explicitly ticking the boxes. | Our business operations respect the core labor standards on:  □ Freedom of Association  □ Elimination of Forced Labour  □ Non-Discrimination  □ Abolishment of Child Labour | Pass/fail  **❶**  **❷ ❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 2 | * the existence of a declaration on ethical business principles or similar declaration. | *\_\_[Provide written information and evidence on business principles (code of conduct, conflict of interest, bribery, corruption, bid-rigging, unfair competition, insider rules, confidentiality, money-laundering, etc.)]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 3 | * the existence of an adequate organizational set-up to define, enforce and monitor the ethical business principles. | *\_\_[Provide details of the organizational set-up and staffing of the relevant department, for qualification details of relevant key staff see Form 5.6]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 4 | * that all members of a JV, suppliers (in particular those for major supply items), subcontractors and temporary workforce a) are aware of and b) comply with these principles. | *\_\_[Provide information on  a) how awareness, know how transfer and enforcement is implemented to external partners*  *b) nature, content and frequency of internal trainings to employees.]\_\_* | **❷**  **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |
| 5 | * that a confidential and anonymous mechanism for employees and third parties to report violations of the ethical business principles exists. | *\_\_[Describe the mechanism and the offered reporting channels (ombudsmen, whistleblower scheme, website, etc.) ]\_\_* | **❸** |
| *[insert brief description or, if applicable, short abstract of the documentation annexed]* | | | |

Maximum points attributed to above requirements 2 to 5, requirement 1 is pass / fail: \_*[insert maximum attributable points as per Section III, ch. 5]*\_points

*[Total points shall be distributed to the individual requirements. In case of* **❶** *and* **❷** *the total points shall be distributed to the reduced number of requirements.]*

**Form PR–5.7**

**List of Available ESHS and Construction Personnel**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name | Designation in accordance with Section VII, Scope of Works | Education/ Degree | Years of Professional Experience | Relationship with / Years within the Bidder[[21]](#footnote-21) | Country/ Regional Experience | Relevant Project References (Description of project-related experience) | Languages |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Maximum points attributed to above requirements: \_*[insert maximum attributable points as per Section III, ch. 5]*\_points

**Schedules**

*[Insert Bill of Quantities for admeasurement contract and insert text below as an introduction]*

**Rates and prices shall exclude taxes and the Schedules shall identify the (a) import duties and (b) taxes, fees, levies and other charges estimated, as separate amounts. Information on applicable tax exemptions is provided in Sub-Clause 14.1 (b) of the Particular Conditions of Contract.**

**The Schedules must be prepared in accordance with the currency alternative retained in BDS – ITB 31.1.**

*[Insert the text below, modified to reflect the particulars of the project, as preamble to the Bill of Quantities]*

**Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.

8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.[[22]](#footnote-22)

9. Any arithmetic errors in computation or summation will be corrected by the Employer as follows:

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

(b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

**Environmental, Social, Health and Safety (ESHS) Cost Schedule**

*[Before preparing and adapting the requirements or specifications listed hereafter the explanations to Section VII, 1 b) - Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works should be duly considered.]*

*[This Cost Schedule should be inserted into the Bill of Quantities under the Bill “General Items”. Amendments to the ESHS Specifications, if any, may require adjustment of the ESHS Cost Schedule]*

### Bill No. 1: General Items – ESHS Cost Schedule

| **Item N°** | **Description** | **ESHS Specifi­cations Clause N°** | **Unit** | **Amount *[specify currency]*** |
| --- | --- | --- | --- | --- |
| ESHS 1 | **Resources allocated to ESHS management** | Clause 4 | Lump sum |  |
| ESHS 2 | **Drafting and updating the ESHS documentation, reporting, inspections** | Clauses 1, 2, 3, 5, 6, 7, 9 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs of those tasks]* |
| ESHS 3 | **Implementation of the Health and Safety Plan:**  Meetings, health care centre, medical check‑ups, emergencies and evacuations, safety protective equipment, hygiene | Clauses 1, 9, 21 to 25, 27 to 35, 37, 38 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs of those tasks]* |
| ESHS 4 | **Accommodation, drinking water, meals and transportation of staff(\*)**  (\*) : The Bidder shall detail the financial conditions of the supply of accommodation, meals and transport to its staff: | Clauses 36, 40, 41 |  | *[The cost for “site mobilization” should exclude all or part of the costs of those tasks]* |
| * Accommodation |  | Lump sum |
| * Meals |  | Lump sum |
| * Transport |  | Lump sum |
| ESHS 5 | **Training and local recruitment management costs** | Clauses 8, 39 | Lump sum | *[Cost ESHS 1 should exclude all or part of the costs associated to those tasks]* |
| ESHS 6 | **Protection of adjacent areas, biodiversity, prevention of erosion and wastewater management** | Clauses 10, 11, 12, 17, 18 | Lump sum |  |
| ESHS 7 | **Traffic, noise and atmospheric emissions management, land take** | Clauses 13, 14, 42, 43, 44 | Lump sum |  |
| ESHS 8 | **Waste and hazardous products management** | Clauses 15, 26 | Lump sum |  |
| ESHS 9 | **Vegetation clearing and site rehabilitation** | Clauses 16, 19, 20 | Lump sum | *[The cost for “site mobilization” should exclude all or part of the costs associated to those tasks]* |
| **Total for Bill ESHS** | | | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| ESHS costs are deemed to cover operations on all Sites (as defined in Clause 1.3 of ESHS Specifications)  Interim payment certificates shall include the portion of each ESHS cost amounting to the percentage of the actual progress achieved in executing the ESHS measures in compliance with the ESHS Specifications and approved by the Engineer. | | | | |

**Technical Proposal**

### Environmental, Social, Health and Safety (ESHS) Methodology

*[Before preparing and adapting the requirements or specifications listed hereafter the explanations to Section VII, 1 b) - Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works should be duly considered.]*

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet those requirements and objectives, which are specified in Section VII, Works Requirements - ESHS Specifications.

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Project Area Environmental and Social Management Plan (PA-ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

Information should be provided on all items of the above mentioned table of contents.

In order to address the highly sensitive ESHS issues highlighted during the project’s environmental and social impact assessment, the ESHS Methodology shall provide detailed information on the management of the following items: *[Delete items if not relevant and add sensitive issues with regards to the Project Area management and resulting from the project’s ESIA, ESMP or Environmental and Social Commitment Plan (ESCP) if any ]*

1. ESHS resources and facilities and ESHS monitoring organization;
2. Project Areas description (base camps, quarries, borrow pits, storage areas);
3. Health & Safety on Project Areas;
4. Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge);
5. Relations with stakeholders, information and consultation of local communities and authorities;
6. Traffic management;
7. Hazardous products;
8. Wastewater (effluents);
9. Protection of water resources;
10. Atmospheric emissions, noise and vibrations;
11. Waste management;
12. Biodiversity : protection of fauna and flora;
13. Site rehabilitation and revegetation;
14. Erosion and sedimentation;
15. Control of infectious and communicable diseases (HIV/AIDS, malaria…).

A Bid for which the ESHS Methodology is evaluated as non‑substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

**Site Organization and Method Statement**

Each Bidder shall set out details of the Site Organization and Method Statement for the Works to demonstrate how it will meet the Employer’s objective and requirements. As a minimum, the Method Statement shall address the following:

1. Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract;
2. Outline of the arrangements of the Bidder to manage coordination of Site access;
3. Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints;
4. Comments on any offshore or waterfront aspects of the Works (if relevant);
5. Comments on logistics and traffic management *[as may be appropriate]*;
6. Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements;
7. Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements;

(h) *[Insert other information, as may be appropriate].*

**Construction Schedule**

Each Bidder shall set out a detailed Program and Schedule for mobilisation and construction of the Works to be performed, including estimated starting and finishing dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Works Requirements and shall address the following:

1. Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications;
2. Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path;
3. Details of the proposed timeline for the testing, commissioning and handing over of the completed Works;
4. *[Other proposed measures as may be appropriate].*

**Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation Criteria. The data on their experience should be supplied using the Form below for each candidate.

**Form PER-1: Proposed Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position\*** |
|  | **Name** |
| **2.** | **Title of position\*** |
|  | **Name** |
| **3.** | **Title of position\*** |
|  | **Name** |
| **4.** | **Title of position\*** |
|  | **Name** |

\*As listed in Section III, Evaluation and Qualification Criteria.

### 

### Form PER-2: Resume of Proposed Personnel

|  |
| --- |
| **Name of Bidder** |

|  |  |  |
| --- | --- | --- |
| **Position** | | |
| **Personnel information** | **Name** | **Date of birth** |
|  | **Professional qualifications** | |
| **Present employment** | **Name of employer** | |
|  | **Address of employer** | |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present employer** |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Equipment**

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

**Form EQU: Equipment**

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

Omit the following information for equipment owned by the Bidder.

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

**Bid Security (Bank warrant)**

Recipient:***[The Client name, address]***

Date:***[Date issued]***

ID: ***[procurement ID]***

Issuer: ***[No official letterhead, the Bank’s name, address]***

1. Bid security is to certify that we assume the financial liability on behalf of ***[a bidder’s name]***(hereinafter referred as “the bidder”) financial liability for ***[procurement title, ID]*** in *[total amount]*[[23]](#footnote-23).
2. Payment obligation is applicable for following circumstances:
   1. For the duration of bid validity (hereinafter referred as ‘bid validity’ inclusive extension period) when the bidder declines in full or partially in writing;
   2. When the bidder awarded the contract following the following provisions:
      1. Failed to sign the contract as specified in the ITB 40;
      2. No performance security as requested;
      3. Rejecting price adjustment or did not inform its acceptance in writing.
   3. Procurement concerning complaint to the MoF deemed unjustified.
3. Under above specified circumstances, the Bank shall release the fund on the Client’s first request to the MOF specified account. The fund shall not exceed the amount specified under the first circumstances and/or up to MNT 20 mln. or equivalent under the rest circumstances.
4. This warrant is valid for 28 days over the bid validity. If the bank received a contract award notification before this date, it may be released.
5. Any liability the subject to this warrant shall be informed to the bank within its validity.
6. Except above specified terms, the issuer is responsible for any obligation occurred concerning the security release/termination.

**[*When the issuer is a foreign entity please state the bank or a financial institution, or an entity that has been authorized to act on its behalf in Mongolia.*]**

*[Authorized bank personnel name, position, signature, stamp]*

**Bid Security (Government Bond or Security)**

Recipient:***[The Client name, address]***

Date:***[Date issued]***

ID: ***[Procurement ID]***

Issuer: ***[not official letterhead, the Bank’s name, address]***

1. Bid security is to certify that we assume the financial liability on behalf of [***a bidder’s name***] (hereinafter referred as “the bidder”) financial liability for [***procurement title, ID***] in MNT [***total amount***][[24]](#footnote-24) with collateral **[*Government bond, or security information*]** (hereinafter referred “the security)[[25]](#footnote-25).
2. Payment obligation is applicable for following circumstances:
   1. For the duration of bid validity (hereinafter referred as ‘bid validity’ inclusive extension period) when the bidder declines in full or partially in writing;
   2. When the bidder awarded the contract following the following provisions:
      1. Failed to sign the contract as specified in the Prov.40 of the ITB;
      2. No performance security as requested;
      3. Rejecting price adjustment or did not inform its acceptance in writing.
   3. Bid complaint to the MOF deemed unjustifiable.
3. Under above specified circumstances, the Bank shall release the fund on the Client’s first request to the MOF specified account. The fund shall not exceed the amount specified under the first circumstances and/or up to MNT 20 mln. or equivalent under the rest circumstances.
4. This warrant is valid for 28 days over the bid validity. If the bank received a contract award notification before this date, it may be released.
5. Any liability the subject to this warrant shall be informed to the bank within its validity.
6. Except above specified terms, the issuer is responsible for any obligation as the result of the security release/termination.

**[*When the issuer is a foreign entity please state the bank or a financial institution, or an entity that has been authorized to act on its behalf in Mongolia.*]**

*[Authorized person’s name, position, signature, stamp]*

# SECTION V. ELIGIBILITY CRITERIA

**Eligibility in KfW-Financed Procurement**

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;

2.2 have been

(a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

(b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;

2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA’s country;

2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank’s website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

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

# SECTION VI. KFW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

1. **Sanctionable Practice**

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

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

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

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

(a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;

(b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

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

1. **Social and Environmental Responsibility**

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

1. 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[[26]](#footnote-26) (ILO) and international environmental treaties and;
2. 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.

# SECTION VII. TECHNICAL SPECIFICATIONS AND WORKS REQUIREMENTS

**Reminder**

*Technical Specifications*

*The objective of the technical specification is to define the works technical details. It is not statutory and not part of the bidding document.*

* *Accurate and competitive proposal is the prerequisite for bidding.*
* *Technical specification supports competitiveness of procurement and describes standards for the works, services and goods purchased, thus achieving efficiency and fairness principles for procurement evaluation.*
* *Technical specification description shall consider within the project budget to maximize energy efficiency, economically sustainable and environmentally friendly consumption, zero negative impact on human health, CO and waste reduction, climate change adaptation, green environment.*
* *Except stated in the bidding documents all supply materials must be new, first-hand applying modern technology.*
* *Technical specification shall not have statutory limitations. When it is necessary to identify brand name, model, type, origin, production technology, a producer or a supplier shall always have the notice ‘…or equivalent/similar” after its description.*
* *For supply material technical specification, it is recommended to follow internationally recognized standards. When Mongolian national standards to follow, please mark that its characteristics may exceed the national standard.*
* *Proposed goods under the works procurement have no limitation for the country of origin.*

*Design drawings and working design*

*Construction works procurement the working design and the BOQ shall be attached to the bid. These documents must be designed and elaborated following construction codes and standards and itemize construction cost.*

*Work Schedule*

*The work schedule is the basis for the work inspection and progress.]* *[Evaluation Committee is responsible for design and elaboration of the bidding document referring to /www.tender.gov.mn/ for bid unified design, technical specification, standard, and criteria.]*

1. Specifications

a) Technical Specifications

*[Insert here the project-specific technical specifications, especially with regard to construction methods, construction schedules and site organization.]*

|  |
| --- |
| b) Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works  *[****Note to the Employer as to the preparation of the ESHS Specifications***  *Projects financed by KfW are categorized in categories A, B+, B or C depending on their adverse environmental and social impacts and risks. This categorization takes place at an early stage and applies to the overall Project. However, typically projects comprise several components and specific individual contracts are awarded to consultants, contractors, firms or suppliers. The categorization of these individual contracts may differ from the categorization of the overall project (e.g. a separate supply contract for computers, or a separate small works contract for the rehabilitation of a guard house etc. may be categorized as minor, whereas the overall project may be a large hydro power project categorized as A).*  *When establishing the ESHS Specifications for an individual contract, the potential environmental and social impacts and risks and in particular those related to occupational health and safety aspects (OHS) of this specific contract must be taken into account. The relevant parts of the standard ESHS Specifications listed below in Part 2 shall be modified accordingly.*  *If a country has own ESHS requirements which are more stringent than the present standard ESHS requirements, then these may apply.*  *For individual contracts with* ***significant environmental and social impacts*** *and / or significant operational health and safety (OHS) impacts and risks, modifications must ensure* ***high ESHS standards****. The ESHS Specifications listed below are designed for contracts with high ESHS standards and need to be adapted for contracts with lower ESHS standards.*  *For medium sized contracts with* ***limited environmental and social impacts and risks*** *and / or limited operational health and safety (OHS) impacts and risks the modifications of the ESHS Specifications shall ensure* ***elevated ESHS standards.***  *For small contracts with* ***minor environmental and social impacts and risks*** *and minor OHS impacts and risks, the modifications must ensure* ***basic ESHS standards****. A basic set of ESHS Specifications especially with regards to operational health and safety (OHS) of workers on site shall be maintained.*  *Modifications of the below listed ESHS Specifications shall be reflected in the ESHS Cost Schedule and the ESHS Methodology in Section IV and should be in line with the ESHS requirements for Bidders during qualification. In any case, any modification of the ESHS Specifications shall not result in lower standards than applicable standards in the Employer’s country.]*  Throughout the ESHS Specifications, a reference to the Conditions of Contract (CC) means a reference to both the General Conditions of Contract and the Particular Conditions of Contract. Readers should apply due care, when referring to a specific Clause or Sub-Clause, and:   1. Read first the Clause or Sub-Clause text from the General Conditions of Contract; 2. Then check whether this text has been amended by the Particular Conditions of Contract, and if so, to which extent.   As per CC Sub-Clause 1.5, when interpreting the Contract, the terms of the Particular Conditions of Contract prevail over those found in the General Conditions of Contract.    Any term in these ESHS Specifications which is identical to a term in the Conditions of Contract shall have the same meaning as the one defined in the Conditions of Contract.  Any term in capital letters in these ESHS Specifications is defined in CC Sub-Clause 1.1 – Definitions. |

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1. Environmental, Social, Health and Safety Management

|  |  |
| --- | --- |
| 1. Responsibilities and liabilities | * 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).   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.   3. Under the Contract and as introduced by the present ESHS Specifications, the term “Project Area” means:  1. The land where work will be carried out; or 2. The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or 3. Quarries for aggregates, rock material and riprap; or 4. Borrow areas for sand and other selected material; or 5. Stockpiling areas for backfill material or other demolition rubble; or 6. 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 1.1.6.7.  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 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 1.1.6.7 Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.   * 1. The ESHS Specifications refer to:  1. 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; 2. 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; 3. Working practices and the protection of people and populations living near the Project Area, but exposed to the general disturbance caused by works.    1. Subcontractors   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.   * 1. Applicable regulations   The Contractor must identify all applicable laws, permits and regulations in relation to the protection of the environment (water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater) and, pursuant to Clauses 4 and 6 of the CC, the protection of people (labour law, indigenous populations, standards on occupational exposure, other). The Contractor must list all texts, standards and other regulatory limitations in its Project Area Environmental and Social Management Plan (PA-ESMP as specified in ESHS Specifications Sub-Clause 2.1) and specify the means taken for compliance. |
|  |
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| 1. ESHS Planning Documents | * 1. The Contractor prepares and ensures prior validation by the Engineer, implementation and regular update of the Project Area Environmental and Social Management Plan (PA-ESMP), which includes Health and Safety aspects.   2. The PA-ESMP represents the unique reference document in which the Contractor defines in detail all organisational and technical provisions implemented to satisfy the obligations of the present ESHS Specifications.   3. The Contractor defines in the PA-ESMP the number, the locations and the type of Project Area as defined in ESHS Specifications Sub-Clause 1.3. For each Project Area, unless otherwise agreed by the Engineer, the Contractor establishes site specific management strategies and implementation and monitoring plans (Site-ESMP) to manage and monitor Environmental, Social, Health and Safety (ESHS) risks, depending on the type, scope and risks of the project and as assessed in the project´s Environmental and Social Impact Assessment (ESIA). These sub-plans shall be included in the PA-ESMP and include: * e.g. Health and Safety Plan * e.g. Traffic Management Plan (to ensure safety of local communities from construction traffic) * e.g. Water Resource Protection Plan (to prevent contamination of drinking water) * e.g. Boundary Marking and Protection Strategy (for mobilization and construction to prevent offsite adverse impacts) * e.g. Biodiversity Action Plan * e.g. Worksite Management Plan * e.g. Site Emergency Plan * e.g. Accommodation Plan * e.g. Waste Management Plan * e.g. Hazardous Materials Management Plan * e.g. Specific mitigation plan for endangered species in the wider area * e.g. Emergency plan * e.g. Community Interaction plan   1. The PA-ESMP (and the sub-plans) are structured according to the plan specified in Appendix 1 of the present ESHS Specifications.   2. PA-ESMP covers the entire period from the Contract Agreement signature date to the date of issue of the Performance Certificate by the Engineer.   3. Unless agreed otherwise by the Engineer, the PA-ESMP is written in the language of communication defined under Sub-Clause 1.4 of the CC.   4. The first draft version of the PA-ESMP is to be provided by the Contractor to the Engineer within 28 days from the date of execution of the Contract Agreement.   5. The Contractor shall proceed in accordance with the programme, subject to the Engineer’s approval of the PA-ESMP. The Employer’s Personnel shall be entitled to rely upon the programme when planning their activities.   6. No physical work or activity shall commence on any Project Area until such time when the PA-ESMP, and the annexed Site ESMP corresponding to the Project Area, are approved by the Engineer.   7. During the execution of the works, whenever instructed by the Engineer, the PA-ESMP will be updated by the Contractor and reissued to the Engineer. The revised version shall highlight the new elements incorporated in the document. Such approval shall only be withheld if the PA-ESMP shows substantial deficits.   8. Related to the PA-ESMP, the Contractor will be responsible for:   9. communicating the contents of the ESMPs to their Subcontractors and Suppliers (in particular those for major supply items) and workers and training them to ensure that they understand their respective responsibilities   10. ensuring that adequate resources are mobilised to implement the specific Plans, including input from any specialist resources necessary to ensure effective planning and implementation of measures   11. ensuring that the procedures established in the PA-ESMPs are complied with by their workers and Suppliers (in particular those for major supply items)   12. implementing effective monitoring measures listed in the PA-ESMP to ensure that the effectiveness of the activities are assessed and any issues are promptly detected and addressed   13. ensuring that lessons are learned and corrective actions are taken   14. keeping the Engineer fully informed of any Project Area ESHS issues. |
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| 1. Management of Non‑Conformities | * 1. In application of Clause 5, non-conformities detected during inspections carried out by the Engineer are subject to a process adapted to the severity of the situation. The non-conformities will be defined as deviations from the requirements of the applicable regulations, the present ESHS Specifications, the ESMP, and the Worksite - ESMP. Non-conformities are divided into 4 categories as follows:  1. Notification of observation of minor non-conformities. The non-conformity results in a notification to the Contractor’s Representative, followed-up by a signed notification of observation prepared by the Engineer. The multiplication of notifications of observation at the Project Area, or absence of corrective actions by the Contractor, can result in the severity of the non-conformity being raised to that of level 1.    * 1. Level 1 non-conformity: Non-conformities that do not represent a serious immediate risk for health, environment, social or safety. The non-conformity is the subject of a report addressed to the Contractor and which shall be resolved within five (5) days. The Contractor addresses to the Engineer a report explaining how the non-conformity has been corrected. Further to an inspection and a favourable evaluation of effectiveness of the corrective action, the Engineer signs a close-out report for the non‑conformity. In all cases where a non‑conformity of level 1 is not resolved within one (1) month, the severity of the non-conformity is raised to level 2.      2. Level 2 non-conformities: applies to all non‑conformities that represent a risk with major consequences to health and/or the environment, social or safety. The same procedure as for level 1 non-conformities is applied. Corrective action shall be taken by the Contractor within three (3) days. The Contractor addresses a report explaining the corrective actions implemented. All level 2 non‑conformities which are not resolved within one (1) month, are raised to level 3.      3. Level 3 non-conformities: applies to all non‑conformities that have resulted in damage to health or the environment, or which represent a high safety hazard or high social risk. The highest levels of the Contractor’s and Engineer’s hierarchies present in the Employer’s country are informed immediately and the Contractor has twenty-four (24) hours to bring the situation under control. Pursuant to Clause 14.6 of the Particular Conditions of Contract (PC), a level 3 non‑conformity results in the staged reduction of interim payments until the non-conformity has been resolved. Following the resolution of the Level 3 Non-Conformity the reduction(s) will be included in the next Interim Payment Certificate for payment. No interest will be paid on any reductions or suspended payment amounts. If the situation requires, and in pursuance to Clause 8.8 of the PC, the Engineer can order the suspension of work until the resolution of the non‑conformity. |
| 1. Resources allocated to ESHS management | * 1. ESHS supervisors and managers  1. Pursuant to Sub-Section Specifications (c) Personnel Requirements, Sub-Clause 4.18 of the CC and in addition to the provisions of Sub-Clause 6.7 of the CC, the Contractor appoints at one or several competent Environment, Social, Health and Safety manager in charge of implementing the present ESHS Specifications. 2. The appointment of the ESHS Manager shall include specific instruction to enforce regulations and delegated authority to take any action, measure or to issue instructions regarding their enforcement. All staff and labour within the Project Area shall be made aware of the name and authority of the ESHS managers and supervisors. 3. The ESHS manager holds the power within the Contractor’s organisation to suspend the works if considered necessary in the event of severe non-conformities, and allocate all resources, personnel and equipment required to take any corrective action considered necessary. The ESHS Manager speaks fluently the language of communication of the Contract, and the official language of the Employer’s country, if the language of communication of the Contract is not the official language. 4. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, ESHS supervisors represent the ESHS Manager within work teams. Their role is to ensure that the works are carried out pursuant to the present ESHS Specifications and notify the ESHS Manager of any detected non-conformities.    1. Personnel in charge of relations with external stakeholders 5. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor appoints an External Stakeholders Relations Manager responsible for relations local communities, administrative authorities, and representatives of economic activities located within one hour travel from the Project Area. In smaller projects, the person responsible for relations with external stakeholders can also be the ESHS Manager appointed under Sub-Clause 4.1.1 of the ESHS Specifications, providing that the latter speaks the local population language fluently. 6. If so required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor shall appoint several subject specific Community Liaison Officers. 7. Personnel in charge of relations with external stakeholders will be based on or near the Project Area on a permanent basis. 8. Administrations and 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.    1. The team, including the ESHS supervisors and manager, and the person in charge of relations with external stakeholders, will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay. Commensurate with the size and location of the project, this may include: |
|  | 1. A 4WD vehicle (unless otherwise instructed by the Engineer) and the necessary operating budget; 2. A complete IT workstation: computer, printer, Internet access; 3. Field equipment: GPS, digital camera; 4. One communication equipment per person adapted to the context (mobile phone, satellite phone, or, should coverage not be adequate, a long-range two-way radio). 5. Lists of equipment will be maintained on site for inspection by Employer. |
| 1. Inspections | * 1. The ESHS Manager will carry out an ESHS inspection of the facilities and Project Area on a weekly basis. A written report of reasonable length will be drafted for each weekly inspection, in a format approved by the Engineer, addressing non-conformities detected on the Project Area as specified in the present ESHS Specifications.   2. Any non-conformity shall be immediately addressed by corrective actions, which will be mentioned in the reports to the Engineer. |
|  | * 1. Each non‑conformity will be documented by a digital photograph with captions to provide a visual illustration, explicitly indicating the location, date of inspection and the non-conformity in question. |
| 1. Reporting | * 1. The Contractor includes a summary of ESHS activities implemented in relation to the execution of the works during the reporting period in the monthly Progress Report (as specified in Sub-Clause 4.21 of the CC) to the Engineer. The Contractor shall report on compliance with applicable laws, permits and regulations and the project related ESHS requirements. E.G. key issues shall include: monitoring results, covering amongst other issues, safety issues, incidents/accidents, need for corrective measures, conflicts amongst construction workforce or with local residents, grievances of workforce or stakeholders, any other details related to the social and environmental management and performance. Issues related to Subcontractors and Suppliers (in particular those for major supply items) shall also be included.   2. The ESHS progress report is written exclusively in the language of communication defined under Sub-Clause 1.4 of the CC.   3. Specific reporting requirements related to Health and Safety are detailed in Section (e.g. Health and Safety, accident reporting) |
| 1. Code of Conduct | * 1. A Code of Conduct is established by the Contractor for the Project Areas, addressing the following: safety rules, zero tolerance for substance abuse (as defined in Clause 41 of these ESHS specifications), environmental sensitivity of areas around the Project Areas, the dangers of STDs and HIV/AIDS, gender issues (in particular sexual harassment) and respect for the beliefs and customs of the populations and community relations in general (drawing special attention to the risks of prostitution and human trafficking).   2. The rules are clearly displayed at the different Project Areas and posted in the Contractor’s vehicles and machinery driving cabs. |
|  | * 1. The rules confirm the Contractor’s commitment to implementing the ESHS provisions provided for in the Contract.   2. New Contractor's Personnel and existing Contractor's Personnel are made aware and acknowledge their understanding of the rules of procedure and the associated provisions. Rules of procedure document are initialled by all Contractors' Personnel prior to the start of any physical work at any Project Area. |
|  | * 1. Pursuant to Sub-Clauses 6.9 and 6.11 of the CC, the rules of procedure include a list of acts considered as serious misconduct and which must result in dismissal from any Project Area by the Contractor, or by the Engineer if the Contractor is not acting in due course, should a Contractor's Personnel repeatedly commit an offence of serious misconduct despite awareness of the rules of procedure, and this is without prejudice to any legal action by any public authority for non-compliance with applicable regulations:  1. Drunkenness during working hours, leading to risks for the safety of local inhabitants, customers, users and personnel; 2. Punishable statements or attitudes, and sexual harassment in particular; 3. Violent behaviour; 4. Intentional damage to the assets and interests of others, or the environment; 5. Repeated negligence or imprudence leading to damage or prejudice to the environment, the population or properties, particularly breaching provisions intended to prevent the spreading of STD and AIDS; 6. Drug use; 7. Possession and/or consumption of meat or any other part of an endangered animal or plant as defined in the Washington convention (CITES) and national regulations. 8. Entering property of neighbouring people without permission of the landowners or those cultivating/renting the land. |
|  | * 1. Serious misconduct, such as organization of sex trade (pimping), committing paedophilia, physical aggression, drug trafficking, deliberate and severe pollution, trading and/or trafficking in all or part of protected species, shall lead to immediate dismissal as of the first report of misconduct is detected, in application of the rules of procedure and labour laws. |
|  | * 1. The Contractor establishes a record for each case of serious misconduct, and a copy will be provided to the Contractor's Personnel in question, indicating all action taken to terminate the misconduct by the Contractor's Personnel in question and to bring the attention of other Contractor's Personnel to the type of incident detected. This record will be provided to the Engineer as an attachment to the ESHS progress report (see ESHS Specifications Sub-Clause 6.1.).   2. The Contractor shall without delay inform the Engineer who in case of serious misconduct shall immediately inform the Employer. |
| 1. ESHS Training | * 1. The Contractor prepares a training programme adequate for the works to be performed within the Project Areas and the personnel engaged in the works.   2. The Contractor ensures that Employees with direct responsibility for activities relevant to the Project’s ESHS performance are adequately qualified and trained so that they have the knowledge and skills necessary to perform their work.   3. Training sessions are two-fold: introductory sessions for starting work at the Project Area, and technical training as required in relation to the execution of the works. |
|  | * + 1. Starting work sessions are organised for each Contractor's Personnel and shall cover as a minimum:  1. Rules of procedure; 2. Safety rules on Project Areas; 3. Protection of areas adjacent to Project Area; 4. Risks relating to sexually transmitted diseases (Sub-Clause 6.7 of the CC), prostitution, human trafficking, and sexual harassment; 5. Basic health: combating malaria (if prevalent) and waterborne diseases, improving hygiene; 6. HIV/AIDS sensitization training, 7. Gender sensitization; 8. Emergency response procedures or evacuation; 9. Community relations training for workers interacting with local communities; 10. Communication of the contents of the Employment, Training and Worksite Management Plans to workers and all Subcontractors and Suppliers (in particular those for major supply items) and training them to ensure they understand their responsibilities with respect to employment, training and worksite management, incident reporting and response. 11. Health and Safety awareness training 12. The Contractor shall be responsible for informing all workers of the Worker Grievance Mechanism at the time of hiring     1. The Contractor shall ensure that adequate resources are mobilised for these trainings, including input from any specialist resources necessary to ensure effective planning and implementation of measures and that trainings are delivered in a timely manner.     2. Technical training: 13. Training in the skills needed for tasks requiring a work permit (see ESHS Specifications Clause 27) 14. Training in first aid and transporting the injured 15. If applicable: appropriate driving skills 16. If applicable: the Contractor establishes and implements a transparent and binding Local Workforce and Supplier Training plan to enhance the capabilities of local people and companies, with a view to increasing local content 17. a matrix of training requirements showing the training frequency and interval between refresher courses and covering:     1. The Contractor details in the training programme the actions and ESHS training for all Subcontractors and Suppliers (in particular those for major supply items) or personnel of a joint venture when applicable.     2. The Contractor prepares an awareness program for local communities on the risks of prostitution, human trafficking and other forms of illegal trafficking.     3. The Contractor shall develop means of confirming that the training system is effective. |
| 1. Standards | * 1. The Contractor complies with all applicable norms, standards and discharge limit values defined in the national regulations of the Employer’s country regulations and pursuant to Sub-Clause 1.6 of the present ESHS Specifications. |
|  | * 1. The Contractor complies with norms, standards and discharge limit values recommended by the specialised international organisations affiliated to the United Nations, as described in ESHS Specifications 9.3 below. In the event of discrepancies in between international standards and national regulations, the Contractor shall comply with the most stringent requirements. |
|  | * 1. The specialised international organisations affiliated to the United Nations referred to in ESHS Specifications Sub-Clause 9.2 include:  1. World Bank, including the IFC and its Environmental, Health and Safety guidelines available from http://www.ifc.org/ehsguidelines;   For matters not addressed in the above mentioned IFC document, the most stringent of the norms, standards and discharge limit values of the following institutions shall apply:   1. World Health Organization (WHO); 2. International Labour Organization (ILO) (in particular in pursuance to Clauses 6.20, 6.21, 6.23 and 6.24 of the CC); 3. International Maritime Organization (IMO). |

1. Protection of the Environment and People

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| 1. Protection of adjacent areas | * 1. The Contractor shall be responsible for any foreseeable adverse environmental and social impacts arising from its activities and operations and for putting in place any necessary measures to avoid or if not possible mitigate them.   2. Pursuant to Sub-Clause 4.18 of the CC, and unless instructed otherwise by the Engineer, the Contractor uses construction methods and means of protection in order to avoid or minimize adverse effects that are incurred on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality in areas within any Project Area and its surroundings for the entire duration of the works.   3. Prior to the start of Project activities, the Contractor will stake out the alignments, boundaries and limits of Project sites in accordance with plan(s) agreed upon in advance with the Engineer. Contractor will establish the working strip to restrict the area of impacts to within the working corridor and limit personnel and vehicle movements to only within working areas.   4. All Project work activities will stay within the staked out alignments and boundaries, and outside the designated ecologically and archaeologically sensitive areas unless specifically authorised by the Employer as part of the Project.   5. Prior to construction, the Contractor shall place signs with environmental protection information in areas identified as environmentally sensitive, and other areas where sensitive flora and fauna species are situated immediately adjacent to construction areas and that may be inadvertently disturbed or damaged during construction. Sensitive areas may include, but are not limited to, nest sites, plant and wildlife species of high conservation value, site-specific habitat features to be protected. |
|  | * 1. Wetland areas include marshes, fens, mires or natural or artificial bodies of water, whether permanent or temporary, where water is stagnant or flowing, fresh, saline or briny, including seawater with a low-tide depth of six metres or less. Filling of all or part of a wetland area is not permitted, unless the works are necessary according to the provisions of the Contract or the instructions of the Engineer. |
|  | * 1. With the exception of access roads, or unless instructed otherwise by the Engineer, the entire perimeter of land sites with a surface area of less than 2 hectares is physically demarcated with a fence or tape. For Project Area with a surface area of more than 2 hectares, the perimeter will be physically demarcated by a perimeter track, road, signs or any other means leaving no possible ambiguity as to the location of the Project Area perimeter. |
|  | * 1. Unless otherwise specified, the perimeter of the Project Area is at a distance of at least:  1. 50 m from any permanent water course and outside of floodable areas; 2. 300 m from sensitive urban services and buildings (health centre, school, water supply for populations); 3. 200 m from any housing; and 4. 300 m from housing in the specific case of work requiring the use of explosives.    1. If the footprint of the works are located in the situations a) to d) of the ESHS Specifications Sub-Clause 10.8 above, and unless agreed upon otherwise by the Engineer, the Contractor will contract a bailiff to make a sworn statement regarding the existence and conditions of residential buildings situated around the site with a distance specified in Sub-Clause 10.8 above.    2. The Contractor shall perform a topographic survey of all additional areas and facilities, including ground elevations in order to reinstate the land after termination of the works; this includes recording all perimeter GPS coordinates; and ensuring that the entire area proposed for land take or temporary usage is included in the survey and recorded via photographs. Access roads shall be identified as new, upgraded or existing. All data, including GPS coordinates, shall be provided electronically to the Engineer.    3. The bailiff’s sworn statement is prepared and provided to the Engineer with the Site-ESMP. |
| 1. Selection of borrow areas, backfill material stockpile sites and access road | * 1. The Contractor will submit to the Engineer for prior approval, including but not limited to (i) the location of proposed borrow areas or areas to be excavated, or (ii) proposed backfill material stockpile locations or zones designated for the rubble from demolition works; maintenance facilities, storage areas, batch plants, etc.   2. This requirement also applies to the side casting during the construction of linear infrastructure (roads, pipelines, transport routes) and which are included in the category of stockpiling of waste material. |
|  | * 1. The opening or rehabilitation of all access routes between Project Areas will be shown on a map and approved by the Engineer prior to the start of the corresponding works. |
| 1. Pollution prevention | * 1. The Contractor shall take the necessary measures to ensure that pollution to air, water or land is prevented or, where this is not possible, reduced and mitigated as far as practicable during the construction phase. If required in the PA-ESMP the Contractor will develop a pollution prevention Plan for managing e.g. atmospheric emissions and dust, e.g noise and vibrations, e.g waste (specified in ESHS Specifications 13, 14 and 15 below):  1. liquid effluents (see Clause 15 of these ESHS specifications) 2. air emissions 3. noise and vibration management 4. vehicle and equipment maintenance and selection 5. fuel, oil and chemical storage and handling.    1. Environmental and/or occupational health and safety regulators will be notified and informed as required by applicable laws about any Environmental pollution. The Contractor shall ensure that all appropriate environmental protection measures are adopted during the clean-up process after termination of works and that clean-up activities are appropriately documented |
| 1. Effluents | * 1. Effluents consist of liquid discharges, including infiltration, from Project Area, transporting a pollutant (dissolved, colloidal or particles).   2. A pollutant is a given chemical compound that is at a concentration greater than the limit value established for that compound according to the Clause 9 of the present ESHS Specifications.   3. If no recognized threshold exists for a chemical compound pursuant to ESHS Specifications Sub-Clause 12.2, the Contractor provides proof that the concentrations of the chemical in effluents released (discharged) to the environment are harmless to it and human beings.   4. No effluent is discharged by the Contractor neither into water courses or bodies including marine environment nor to ground surface or infiltrated into subsoils, without prior treatment and without monitoring quality of the treatment’s performance to guarantee the absence of pollution in the effluent. Effluent discharge and flow rates into natural water bodies will be managed to control erosion/sediment freight.   5. The Contractor is responsible for carrying out or contracting the monitoring of the effluent quality pursuant to Sub-Clause 12.4 of the present ESHS Specifications by in situ measurements, and sampling and laboratory analysis. In the first case, the Contractor provides the ESHS manager with the resources, equipment and skills to carry out in-situ monitoring and laboratory analysis of the performance indicators. In the second case, the Contractor establishes a contract with a specialised laboratory, accredited with the Employer’s country authorities for this activity.   6. The physical and chemical parameters of an effluent that require quantity and quality monitoring are those listed in the Employer’s country environmental regulations or in additional international standards or guidelines, or if these do not exist, the parameters are based on the recommendations of specialised international organisations pursuant to Clause 9 of the present ESHS Specifications. The list of monitoring parameters requires approval from the Engineer.   7. The Contractor will list, locate, and characterise (flow, expected quality, discharge frequency) all sources of effluents and outlets to the natural environment in the Site Environment Management Plan(s).   8. The Contractor will submit to the Engineer an Effluent Quality Monitoring Report on a monthly basis, including documentation for the following for each effluent discharge point: (i) average flow rates of discharged effluents, (ii) discharge frequencies and durations over the month, and (iii) the physical and chemical quality of the effluent discharged, for the conformity with parameters listed in ESHS Specifications Sub-Clause 12.1above.   9. Wastewater run-off      1. The Contractor will take appropriate measures to ensure that discharges of process wastewater, sanitary wastewater, wastewater from utility operations or stormwater to surface water will not result in contaminant concentrations in excess of local ambient water quality criteria or, in the absence of local criteria, other sources of ambient water quality.   10. Rainwater run-off       1. Run-off consists of the rainwater flow on the surface or the soil and other technical surfaces at Project Areas.       2. In the context of the Contract, surface run-off is considered as an effluent unless demonstrated otherwise, as documented and substantiated by the Contractor, and approved by the Engineer.       3. All platforms where generators, hydrocarbon storage tanks and refuelling stations are installed have impervious and chemical resistant surfaces are drained separately and equipped with an oil removal treatment (oil-water-separator) to prevent pollution pursuant to ESHS Specifications Sub-Clause 12.4 above. For concrete batching plants, run-off will be drained to settling basin, where the pH will be buffered.   11. Contractors shall prohibit its workers and its subcontractors from bathing or washing clothes and vehicles/equipment in rivers or watercourses. |
| 1. Atmospheric emissions and dust | * 1. Emissions refer to any discharge into the air of solid substances, aerosols, gases, radiation, or energy, whether point sources (e.g. incineration stack) or diffuse (e.g. fugitive dust emissions from road use by trucks). |
|  | * 1. The Contractor will use equipment and adopt construction and transport methods with atmospheric emissions which are not in excess of the threshold emission values recommended by the Employer’s country standards, or the organisations mentioned in Clause 9. |
|  | * 1. Once having received the agreement from the Engineer, the Contractor will document the maintenance records for its fleet of vehicles, machinery and equipment. The records will be in the language of communication defined under CC Sub-Clause 1.4, or any other language approved by the Engineer, and will be at the disposal of the Engineer. |
|  | * 1. The fleet of vehicles or equipment emitting combustion gases will be maintained at the intervals and according to the methods specified by the manufacturer. |
|  | * 1. The Contractor shall exercise care to minimize emissions of dust from its activities, including traffic, at work sites, in residential areas and on access roads. Where it is deemed that dust is impacting or may have an impact on human, plant or animal receptors or where dust may cause sedimentation of watercourses/water bodies or unacceptable levels of soil loss, the Contractor shall apply water to the area creating the dust and consider implementing other dust control measures such as using windbreaks, netting screens or semi-permeable fences; controlling vehicle speeds to reduce traffic-induced dust dispersion and resuspension by setting and enforcing speed limits (Contractor vehicle speed limits are specified in ESHS Specifications Sub-Clause 50.10).   2. This shall include: posting speed limit signs in sensitive areas; ensuring trucks hauling sand, dirt or other loose materials are covered (sheeting trucks); suspending topsoil stripping and replacement during strong winds; using a dust collection system for bulk materials unloading; wet suppression (as needed, depending on the soil type) in the dry season, where unpaved roads and/or the working strip is located <200 m from settlements taking appropriate abatement measures.   3. The Contractor describes in the PA-ESMP the road sections designated for the application of dust suppression agents and the methods and frequencies programmed. The Contractor will implement the measures approved by the Engineer.      1. Where applicable, visual inspections of atmospheric emissions shall be conducted, especially dust and emissions from vehicles and machinery as agreed with the Engineer. The inspections shall identify areas where the implementation of dust reduction measures is required, |
|  | * + 1. When storage, transport and handling of bulk materials is made in the open air and exposed to the wind, the Contractor implements the necessary dust abatement measures. |
| 1. Noise and vibration | * 1. The Contractor uses equipment and adopts construction and transport methods so not to generate noise levels in excess of values recommended by the Employer’s country regulations and organisations mentioned in Clause 9. |
|  | * 1. The Contractor will plan high noise generating works (e.g. pile driving, blasting, rock clearing, drilling, percussion drilling) in line with national regulations and respect maximum ambient noise-levels and night time rest hours at the nearest receptor area. A receptor is defined as an area used for nocturnal socioeconomic activities (e.g. accommodation camps, residential areas, hotels, health centres).   2. The Contractor shall locate stationary equipment (such as power generators and compressors) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Equipment known to emit noise strongly in one direction, whenever possible, will be orientated so that the noise is directed away from sensitive receptors   3. The use of heavy vehicles at night is specified in ESHS Specifications Sub-Clause 50.9.   4. Standard noise abatement equipment shall be fitted to equipment by the Contractor, used and maintained in accordance with manufacturers’ instructions. |
| 1. Waste | * 1. The Contractor is responsible for identifying, collecting, transporting and treating all waste produced on the Project Areas.   2. The Contractor shall minimize the generation of waste and reuse, recycle and recover waste in a manner that is safe for human health and the environment.   3. The Contractor shall establish a Waste Management Plan which details a concept to manage non-hazardous and hazardous waste in line with the local legislations and adapted to the level of danger for human health or the natural environment. In absence of adequate legislation, waste shall be managed according to the guidance provided in the respective sections of the General World Bank Group EHS Guidelines with the objective of protecting soil and water resources. The Waste Management Plan shall include provisions for the training of workers. |
|  | * 1. Waste register and categorization:      1. The Contractor establishes and maintains a waste register which is at the disposal of the Engineer. This register will record all waste management operations: production, collection, transport, treatment. It will be available as of the Contractors mobilisation to any Project Area. Waste shall be categorized according to the following definitions:   2. Non-hazardous solid waste generated at construction and decommissioning sites includes excess fill materials from grading and excavation activities, scrap wood and metals, and small concrete spills. Other non-hazardous solid wastes include office, kitchen, and dormitory wastes when these types of operations are part of construction project activities.   3. Hazardous solid waste includes contaminated soils, which could potentially be encountered on-site due to previous land use activities, or small amounts of machinery maintenance materials, such as oily rags, used oil filters, and used oil, as well as spill cleanup materials from oil and fuel spills.   4. Hazardous liquid waste includes effluents and waste material containing "free liquids" (e.g used cutting oil or wastewater mixed with oil after cleaning machinery).   5. The following aspects are documented in this register:  1. Type of waste, using the nomenclature specified in Sub-Clause 16.3.1 above; 2. Waste quantities; 3. Name and address of the third party waste management facilities receiving waste or parties taking possession of the substances no longer considered as waste; 4. Name and address of waste transport Contractors; 5. Planned waste treatment. |
|  | * 1. In accordance with national regulations, the Contractor files and maintains at the disposition of the Engineer the waste manifests for the collection, transport, treatment and/or elimination of waste. |
|  | * 1. The Contractor assesses, document and effectively implements any local recycling or re-use options for its waste. |
|  | * 1. Waste is stored separately prior to removal from the Project Areas, depending on the level of danger, phase (liquid, solid or gas), the waste management solution to be applied and its potential in terms of recycling or reuse. |
|  | * 1. Waste is collected from each Project Area at the same rate that it is produced and is placed in temporary locations meeting the following criteria:   It shall be located at a distance of over 100 m from any natural sensitive area and over 500 m from any socioeconomic sensitive area (school, market, healthcare centre, water well or catchment area), with the exception of waste storage area in camps; and on a flat impervious surface to prevent infiltrations. |
|  | * 1. Unless otherwise specified in the Contract or instructed by the Engineer, waste incineration is prohibited on Project Areas. Two exceptions are medical waste and green waste, which unless instructed to the contrary by the Engineer, are managed pursuant to Clause 16.3 of the present ESHS Specifications.   2. The use of third party waste management services is subject to a documented prior audit of the treatment, storage and recycling facilities by the Contractor, to guarantee the conformity with the provisions of the present ESHS Specifications on waste. |
|  | * 1. Pursuant to Sub-Clause 1.5 of the present ESHS Specifications, the provisions applicable to the Contractor regarding waste management also apply to any third party waste management Subcontractor. The Engineer reserves its right to inspect third party waste management facilities and prohibit the Contractor from using the facilities if considered unacceptable.   2. Non-hazardous waste management      1. The management of non-hazardous waste shall comply with the following conditions:      2. The Employer will communicate information to the Contractor about the location of and distance to the nearest landfill area and the disposal conditions.      3. If no landfill area exists nearby, the Employer will communicate to the Contractor where the Contractor shall establish a temporary landfill area. The Employer is responsible for obtaining the respective permits. |
|  | * 1. Hazardous waste management      1. The Contractor shall develop a Hazardous Materials Management Plan for those hazardous materials the Contractor is directly responsible for, and detailed procedures for working with chemical products and hazardous materials and handling hazardous waste.      2. Hazardous materials are those that pose a potential risk to human health or the environment and include cleaning chemicals, solvents and fuels.      3. Fuel and hazardous chemicals/materials shall be stored in designated areas, pursuant to Sub-Clause 26.8 of the present ESHS Specifications, except for quantities generated or required for the daily construction activities. Fuel, oil or hazardous materials required to be temporarily stored onsite shall be stored within secondary containment located greater than 100m from a watercourse or water body.      4. Fuel and hazardous chemical storage areas shall not be allowed within 30m of a minor watercourse, within 100m of a major watercourse, within a floodplain or where there is the potential for spilled fuel to enter groundwater.      5. All fuel and hazardous chemical storage facilities shall be located on flat or gently sloping ground and shall be contained within a bund designed to contain at least 110% of the total capacity of the storage containers plus 10% of the aggregate tank volume within the containment area or as otherwise specified by regulatory requirements. The bund walls and floor shall be constructed of concrete or other suitably impermeable material. The filling connection must be within the bund. No drain valves or other connections through the bund walls shall be permitted. Tanks shall be fitted with a gauge to allow the fill level to be monitored during refilling and preferably with a high-level alarm.      6. When the Contractor´s hazardous waste management is conducted by third parties, they must be reputable and accredited in the Employer’s country for this activity. |
|  | * 1. If applicable and in the absence of an existing waste management solution for hazardous waste, the Contractor takes the following action:      1. Medical waste is incinerated in a specific facility constructed and accredited for this purpose. The Contractor will submit the technical specifications of the facility to the Engineer before importing or procuring the equipment. |
|  | * + 1. Hydrocarbons, lubricants, paints, solvents and batteries are transported in drums to suitable waste management facilities available, if available. |
|  | * + 1. If not otherwise instructed by the Engineer, contaminated soils from construction/demolition and drilling muds shall be treated, stabilized and disposed of to landfill. Prior approval is required from the Engineer regarding the method and site location. The Employer obtains authorization from the competent local authorities prior to any disposal to landfill. |
|  | * + 1. Prior approval from the Engineer is required before implementing waste management solutions on any other hazardous waste. |
|  | * + 1. Prior to the issue of the Taking Over Certificate for the Works, the Contractor provides documentation on hazardous waste, produced by the Contractor´s works, landfilled at other sites than accredited third party waste management facilities. The documentation includes a plan showing the location of landfill sites. The document is provided to the competent local authorities whose jurisdiction covers the landfill sites. |
| 1. Vegetation clearing | * 1. The works, including the opening up of the right of way and other worksites (e.g. camps, access roads, storage yards) may require vegetation clearance in work areas. Vegetation includes crops, trees, shrubs, bushes, grasses and other minor vegetation. Supervisors shall be trained in the controlled felling of trees to prevent impacts beyond worksites. They shall also be trained on the importance of identification and preservation of wild fauna encountered and disturbed during the stripping operation.   2. The Contractor describes in the PA-ESMP the planned methods and schedule for vegetation clearing. Specific agreement from the Engineer is obtained prior to any clearing works.   3. Vegetation clearing using chemicals is not permitted.      1. Vegetation clearing using bulldozer is not permitted in zones less than 30 m from areas designated as sensitive by the Engineer, where only manual clearing is authorised.      2. Where it is not possible to restrict the timing of construction practices, vegetation shall be removed outside the breeding period so that works can carry on into this period unhindered.      3. The felling of trees shall be avoided where possible. Felled trees may be used for building gabions if required for land stabilization. Vegetative material (slash) is not to be used for construction purposes and shall be stockpiled at the edge of worksites. Areas of gathered plant material shall be separated to prevent flames spreading in the event of a fire.      4. Unless otherwise specified in the Contract or if otherwise instructed by the Engineer, burning vegetation is not permitted. Green waste can be burnt with prior approval from the Engineer regarding the location, method and schedule.      5. The collection of wild plants is prohibited.      6. Lighting fires in work areas is prohibited unless specifically authorised by the Employer.      7. It is prohibited to introduce foreign/non-adapted vegetation to the worksites.      8. Removed vegetation will be placed far from surface water. Large woody debris will be stored along the outside edge of worksites in clear areas. Small twigs, branches and pieces of vegetation shall be used for composting along with biodegradable waste generated in the camp and work areas.      9. Clearing of vegetation shall be limited to that which is strictly necessary.      10. Where possible, cutting of vegetation on steep hillsides will be minimal. |
|  | * 1. Areas cleared prior to undertaking earthworks are shown on a plan with a minimum scale of 1/10,000. Plans are submitted to the Engineer, for validation prior to starting clearing works.   2. The Contractor undertakes physical demarcation of zones to be cleared using a method approved by the Engineer. |
|  | * 1. The characteristics (location, species, diameter at chest height) of trees not to be cut down are defined by the Engineer in coordination with the Employer. Such trees are marked with paint and protected against clearing machinery using a method approved by the Engineer. |
|  | * 1. Trees and areas to be cleared are to be marked precisely so that clearing is undertaken without damage to adjacent non-cleared areas. Topsoil is stored within the cleared areas at the edge of the cleared zone. Clearing is undertaken working from the edge of the zone inwards.   17.7.1 During clearing, the Contractor stockpiles separately:  (i) tree trunks with a diameter at chest height greater than the size defined by the Engineer, and  (ii) trunks with a smaller diameter, branches, leaves, stumps and roots. |
|  | 17.7.2 Unless instructed otherwise by the Engineer the trunks of trees exceeding the diameter defined by the Engineer are the property of the Contractor. |
| 1. Biodiversity | * 1. The Contractor shall ensure that all personnel are informed and aware of the importance to protect species, habitats, fauna and flora and are informed about wildlife encounter procedures. Information and awareness training is documented.   2. If applicable, the Employer will provide to the Contractor a range of ecological surveys prior to the start of construction, conducted by the Employer. These will include but not be limited to the type and location of identified species and habitats of conservation interest within the Project Area, and any resulting measures that are required by Contractor.   3. The Employer will provide to the Contractor a constraints map, showing the areas where sensitive, endangered or breeding species are known to occur, including protected areas, sites of importance for nature conservation, wildlife refuges, nature and national parks, important bird areas.   4. The Employer will inform the Contractor about seasons for the protection of birds and wildlife. If applicable, the Employer will inform the Contractor if, as a result of protecting birds and wildlife, construction is restricted during a certain period and/or the Contractor must take precautionary measures in compliance with respective national laws and/or as stipulated by the respective local authorities.   5. The Employer may update information on the presence of wildlife or sensitive or endangered species’ in the Project Area following any additional wildlife/endangered species´ survey. If any are identified, the Employer will notify the Contractor who will ensure that all personnel are informed and aware of the required mitigation procedures as communicated by the Employer.   6. The Contractor shall apply the Contracting Authority’s procedures with regards to fauna and flora management prior to clearing activities.   7. The Employer will communicate to Contractor his specific responsibilities related to protecting endangered species, biodiversity and wildlife, present within the Project Area. Responsibilities may include but not be limited to the following measures:      1. The Contractor´s personnel shall not approach, injure, hunt, capture, possess, feed, transport, rear or trade wild animals and/or collect birds’ eggs on the Project Areas      2. The Contractor´s personnel shall avoid where possible breeding, feeding and nesting sites of endangered species, as identified by the Employer´s environmental experts and as communicated to the Contractor by the Employer.      3. The Contractor personnel shall not collect flora or fauna species on the Project Areas.      4. The Contractor shall report any sighting or finding of dead wildlife killed by the works to the Engineer immediately.      5. The Contractor shall protect excavations with temporary fencing to prevent injury to animals.      6. The Contractor shall release any trapped uninjured animals immediately.      7. The Contractor shall report injured endangered and/or larger animals to the Engineer who will inform the appropriate Environmental Authority.      8. The Contractor shall not disturb natural habitats outside the Project Areas.      9. The Contractor shall only use designated roads or paths and abide by speed limits.      10. The Contractor shall not start forest fires.      11. The Contractor shall not introduce Invasive Alien Species (IAS)      12. All construction machinery imported from overseas shall be inspected to detect IAS and washed before dispatching to the Project Areas.      13. Where necessary, the Contractor shall develop IAS control procedures (e.g. physical removal, slashing, mulching, herbicides, etc.). Methods used to control or prevent such species shall not cause adverse impacts on the environment or communities.      14. To limit the risk of introducing marine invasive species, the Contractor shall control the ballast water and anti-fouling systems of vessels arriving from other bioregions in accordance with International Maritime Organization (IMO) conventions and guidelines.   8. For impacts to biological resources:   9. development of a specific mitigation plan for endangered species in the wider area   10. trenches or holes created during site works must be covered at night   11. Regarding habitat loss/degradation and habitat fragmentation Contractor will:   12. site permanent infrastructure on unused land of no particular ecological value   13. take no construction materials from the surrounding environment unless otherwise specified in the respective management plan   14. monitor the impacts on flora and fauna at sensitive locations   15. The Contractor will adopt best construction site practices to minimize the risks of adverse effects on neighbouring habitats/species from construction activities (dust, noise, waste disposal etc.). This will include appropriate toilet and litter collection facilities as inspected by the environmental coordinator. |
| 1. Erosion and sediment transport | * 1. Erosion and sediment control shall be taken into consideration from the beginning of the construction phase, i.e. from site clearance.   2. The Contractor plans earthworks and optimises the management of space to ensure that all cleared surfaces and areas exposed to soil erosion are minimised on all Project Areas and erosion is minimised as far as practical.   3. The Contractor shall determine the appropriate locations and the type of erosion control measures required, to be agreed with the Engineer.   4. If not instructed otherwise by the Employer, the Contractor shall install erosion matting to provide an immediate protection for slopes against erosion, prevent the washing-out of seeds and enhance the micro-climatic conditions in the soil for plant growth. Erosion matting is used to provide temporary protection of the soil surface until sufficient natural vegetation cover has been established. |
|  | * 1. Topsoil      1. Topsoil is the uppermost and most fertile portion of the soil (unless indicated otherwise, the top 25 centimetres), containing organic matter, seeds and nutrients that promote vegetation growth. Its presence is a key factor in promoting revegetation success. Consequently, preserving topsoil is a key component of revegetating worksites and restoring the soil’s ability to protect itself against erosion. Contractor shall observe the following basic principles of good topsoil management:      2. Topsoil shall be removed from working areas only when absolutely necessary and in accordance with Project guidelines. Areas subject to topsoil stripping will be identified prior to grading activities.      3. Any plant, turf layer or root mass will be stripped together with the topsoil, except in wetlands where the turf will be stripped separately from the topsoil layer where practical. Topsoil will be removed using backhoes only.      4. Topsoil is stored according to the provisions approved by the Engineer to enable reuse during Project Area rehabilitation. |
|  | * 1. Draining rainwater run‑off      1. Run-off from the working corridor will be intercepted. Surface water run-off will not be permitted to enter surface watercourses. Contractor will take appropriate measures.      2. The gradient of Project Areas allows the collection and drainage of rainwater from the entire surface area to one or several discharge points. No pools of water are created. |
|  | * + 1. Suspended solids in rainwater are removed using sediment traps / settling ponds. Rainwater from vehicle parking areas, machinery areas, workshops is subject to treatment with oily water separators. |
|  | * + 1. Rainwater pre-treatment units are sized, cleaned, maintained and accessible to ensure compliance with the effluent quality criteria defined in ESHS Specifications Sub-Clause 12.9 and to allow monitoring of performance. |
|  | * 1. Sediment control      1. The Contractor installs sediment control barriers to slow the flow of water and control sediment transport at Project Areas with (i) a gradient of more than 20%, and (ii) where land is disturbed by the works or where stockpiled mineral material exposed to sheet or rill erosion. |
|  | * + 1. Sediment control barriers are installed on the slope or at the base of the slope to protect the natural drainage system from sediment accumulation at levels higher than the natural situation. These barriers comply with the following principles: |
|  | 1. Made with geotextiles or straw bales or any other means pre‑approved by the Engineer; 2. Deployed before the start of works and removal of topsoil. Barriers can be used for the physical demarcation of working areas; 3. Installed, cleaned, maintained and replaced according to manufacturer recommendations; 4. If applicable, drainage surface area does not exceed 1,000 m² per 30 m of barrier. The length of the slope behind the barrier is less than 30 m, and is not used for flows in excess of 30 l/s. |
|  | * + 1. For the dredging of marine sediments, if applicable and unless specified otherwise in the Contract, or instructed otherwise by the Engineer, and particularly if the working area is exposed to currents, the Contractor will install a geotextile silt curtain, or any other technique approved by the Engineer to control turbidity clouds. |
|  | * 1. Backfilling and stockpiling of backfill materials      1. In case mineral material stockpiles do exceed a height of 6 m, with a maximum slope of 3:2 (height: volume), the slope has to be crossed at a height of 3 m by a berm with a minimum width of 2 m and with a peripheral drainage trench, to ensure stability and resistance to rainwater runoff erosion. |
|  | * + 1. For permanent backfill material stockpiles, the stockpile is shaped and compacted every 30 cm to ensure long-term stability.     2. Temporary stockpiles in place for more than 60 days are protected against runoff erosion by (i) revegetation using fast‑growing grass species, either by direct seeding or by hydro-seeding, or (ii) using other natural anti-erosion cover with prior approval from the Engineer. |
|  | * 1. Side casting during the construction of linear structures (roads, pipelines, transport lines), will be permitted in the following conditions:      1. For natural gradients with a slope <40%, the side cast materials are piled to create a slope of less than 2H:1V.      2. For natural gradients with a slope >40%, to ensure stability 3m wide berms will be installed perpendicular to the slope and onto which the side cast material is deposited. Regular earthworks to maintain the form of the side case and long term stability of the side cast is carried out. The slope of the side cast in general does not exceed 3H:2V.      3. The provisions of Clauses 10 and 19.6 for the protection of water courses exposed to erosion induced by the works apply. |
| 1. Site rehabilitation | * 1. Unless instructed otherwise by the Engineer, the Contractor will rehabilitate all Project Areas and landscapes disturbed by the works, to their original condition where possible upon completion of construction and prior to the provisional acceptance of the works. Close collaboration with all statutory stakeholders will be conducted in cooperation with the Employer during the reinstatement.   2. The Contractor describes in the PA-ESMP the planned revegetation works to ensure sustainable Project Area rehabilitation: methods, plant species to be used and their origins, activity schedule based on a progressive taking over of Project Areas.   3. As a minimum, the Contractor shall carry out the following reinstatement activities:      1. If not otherwise instructed by the Engineer, all buildings, campsites and free standing and underground structures (e.g. piping, underground tanks, sumps and basins) are removed pursuant to the provisions of Sub-Clause 4.23 of the CC. All waste and rubble is removed in accordance to the provisions of Clause 16 of the present ESHS Specifications. After removal of buildings structures and rubble, the Contractor returns Project Areas to their original condition, according to the following provisions. |
|  | * + 1. Land is levelled to ensure that run-off water drains without eroding soil or stagnating in pools. |
|  | * + 1. Rehabilitated Project Areas do not represent hazards for people. Areas near steep drops at quarries are fenced off and indicated with permanent concrete warning signs. Holes are refilled. Sharp or unstable items are rendered inoffensive. |
|  | * + 1. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor undertakes revegetation of all Project Areas disturbed by the works and bears the cost of such work.   1. Fertiliser application shall be limited to areas where it is necessary to establish a rapid vegetative cover for erosion control purposes in areas of high risk. Any fertiliser applications must be formulated and performed so that natural nutrient balances in adjacent ecosystems are not altered, particularly where there are nearby water bodies.   2. The Contractor shall perform routine maintenance of revegetated areas until such time that occupation of the land is officially handed back to the Employer or third parties.   3. The Contractor shall control noxious weeds and invasive species within revegetated areas. |
|  | * 1. Prior approval by the Engineer is required regarding the origin of seeds and plants proposed by the Contractor. The species used for revegetation must be suitable for the local environmental conditions, and selected according to the rehabilitation programme: stabilisation of backfill, landscaping, drainage, prevention of erosion, etc. |
|  | * 1. Revegetation is undertaken throughout the duration of construction works, and is not limited to the rehabilitation of Project Areas at completion of the works. |
|  | * 1. The present Clause applies to the side casting of waste mineral materials generated during the construction of linear structures (roads, pipelines, transport lines). |
| 1. Documentation on site conditions | * 1. The Constructor documents changes in condition of all Project Areas from the start of works until the Performance Certificate is issued. Documentation comprises dated and geo-referenced colour photographs taken from a constant angle and viewpoint. |
|  | * 1. The Project Area condition is documented as a minimum for the following stages:  1. Before any Project Area disturbance at the start of works; 2. On completion of works, but prior to starting rehabilitation; 3. On completion of rehabilitation and revegetation, if necessary, but prior to the Taking Over Certificate issuing; 4. After the end of the Defects Notification Period and prior to the Performance Certificate issuing. |
|  | * 1. The Contractor specifies in the PA-ESMP (i) the list of viewpoints to be used, (ii) areas to be photographed, and (iii) methods used for taking and archiving photographs, according to industry photographing and archiving standards. |
|  | * 1. Adjacent areas (100 m from the perimeter of the Project Area) are included in photographic documentation. |

1. Health and Safety

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| 1. Health and Safety Plan | * 1. In application of Clauses 4 and 6 of the CC, the Contractor shall develop a Health and Safety Plan (HS Plan) section of the PA-ESMP, its organization for managing health and safety, pursuant to its Health and Safety Management system (HSMS).   2. Pursuant to Clause 6 of the CC, the HS plan identifies and specifies:   3. That Contractor understands and manages all health and safety risks relating to the execution of the works, including gender-specific risks;   4. Prevention and protection measures to control risks related to the execution of the works, by differentiating, where necessary, measures concerning the protection of women and men;   5. Human and material resources involved;   6. Works requiring a permit (e.g. blasting, butting of trees);   7. Emergency plans to be implemented in the case of an accident.   8. The Contractor implements prevention, protection and monitoring measures, as described in the health and safety plan.   9. The Contractor shall have in place a Behavioural Safety Based Programme and actively train and encourage Personnel to intervene on unsafe behaviours and situations and report on deviations. |
| 1. Health and Safety Reporting | * 1. The Contractor shall document in a structured system (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations which shall be available at all times for inspection by the Engineer.   2. The Contractor shall investigate any incident and record and report systematic follow-up of relevant findings and recommendations. Problem areas related to HS shall be recorded with information about status, responsible person(s) and alternative solutions.   3. As specified in Sub-Clause 4.21 of the CC, the Contractor includes in the Progress Report to the Engineer a monthly HS Performance Report. The format and content of the HS Performance Report shall be agreed with the Engineer prior to the commencement of the works and report them to the Engineer.   4. In pursuance to clauses 4 and 6 of the CC, this report shall contain the following data, as related to the works:   5. Progress against implementation of the Contractor`s HS Plan   6. A list, including a brief description, of all incidents and dangerous occurrences   7. Number of fatalities   8. Number of serious incident frequency   9. Total Recordable injury frequency   10. Number and type of accidents with and without lost-time   11. Serious illness   12. Total number of ‘near miss events;   13. Number of theft incidents;   14. Number of security and number and type of other incidents;   15. In the event that the Contractor receives communication from the Engineer on HS under-performance, the Contractor shall prepare and implement an HS Improvement Plan to rectify such. |
| 1. Accident reporting procedure | * 1. The Engineer is informed within one hour day/night 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.   2. The Engineer is informed as soon as possible of any near-accident (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.   3. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer as soon as possible.   4. A reportable accident shall include any accident to any person on Site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted in injury, damage or a danger to the Works, persons, property or the environment. Contractors will also notify and report of incidents of Subcontractors and Suppliers (in particular those for major supply items) and their Contractors Sites.   5. The Contractor shall report any HS accident, related to Contractor activities or personnel, to national or local authorities as required by relevant legislation. A copy of all such reports shall be provided to the Engineer.   6. The Contractor shall not notify or give any information to the media or other units or people without the employer’s consent.   7. The Contractor shall immediately rectify any situation or condition that could result in injury or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment. |
| 1. Health and Safety meetings | * 1. Contractor shall ensure efficient and effective HS communication and consultation with all Personnel involved in the Work. This includes but is not limited to toolbox meetings prior to the start of the Work, worksite HS meetings on a regular basis with all parties involved (including Subcontractors, the Engineer and third parties). It may also comprise other forms of communication.   2. Contractor shall ensure that supervision, directly in charge of construction activities, fully brief and discuss with Personnel at HS Tool Box Talks at the start of each work day and prior to commencing new activities. These talks shall be conducted in a language understood by the workforce. A checklist shall be utilised for this purpose. At a minimum it shall include the following;   3. Nature of the job   4. Associated hazards   5. Safe working methods to be adopted   6. Requirements of the Permit to Work   7. The Contractor shall convene weekly team talks, extended to Subcontractors if applicable. |
| 1. Security | * 1. The Contractor shall evaluate the security strategy and arrangements required for all worksites including transport. This evaluation shall be performed by qualified security experts and shall form the basis for the Worksite Security Strategy and Plan which shall be submitted and approved by the Engineer as part of the PA-ESMP. The Security Strategy and Plan shall describe: * Security risks and the identified mitigation / management measures * Roles and responsibilities including details of the Contractor and Subcontractors * Detection, monitoring and management procedures * Escalation plans including resources |
| 1. Equipment and operating standards | * 1. The facilities and equipment used by the Contractor are installed, maintained, revised, inspected and tested pursuant to the manufacturer’s recommendations. The recommendations are available in the language of communication defined under CC Sub-Clause 1.4 (or any other language approved by the Engineer). |
| 1. Work permit | * 1. The Contractor puts in place a work permit procedure, prior to the starting of the works. The procedures define the approval process between the person qualified to issue the work permit and the personnel (or Subcontractors) carrying out the work.   2. Permits are issued in writing. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, works which require a work permit are defined in the health and safety plan. All other work permits required by the Engineer will be implemented by the Contractor. |
| 1. Personal protective equipment | * 1. The Contractor ensures that all personnel, visitors or third parties entering a Project Area are equipped with Personal Protection Equipment (PPE) pursuant to the practices and standards specified in Clause 9.   2. Where appropriate, PPE must be worn by women as well as by men.   3. The Contractor describes in the PA-ESMP the PPE to be used per Project Area and per activity.   4. Personnel and visitors to Project Areas are equipped with a safety helmet, safety shoes and a reflective jacket as a minimum.   5. Adequate quantities of PPE are available on the Project Areas. Storage conditions must be compatible with usage pursuant to the provisions of ESHS Specifications Clause 30.   6. Contractor personnel are trained in how to use and care for PPE and the Engineer has access to training certificates.   7. When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection shall be worn to prevent accidental contact with the substance. |
| 1. Dangerous substances | * 1. A substance is considered dangerous if one or several of its properties render it dangerous, as defined in Appendix 2 of the present ESHS Specifications. The Contractor identifies and manages dangerous substances planned for use on the Project Area in the manner described in the present Clause.   2. The assessment of the impact of the toxicity of dangerous substances on the reproductive functions of women and men must be taken into account.   3. The transport to the Project Area and use of dangerous substances requires prior authorisation from the Engineer.   4. Details of risks and related prevention and protection measures are included in the health and safety plan.   5. The Contractor obtains all necessary authorisations and/or licenses for the storage and use of dangerous substances from local authorities. A copy of the authorisations is provided to the Engineer.   6. For each dangerous substance used, the Contractor will implement the recommendations described (i) in the Material Safety Data Sheets (MSDS), and (ii) by the Globally Harmonized System of Classification and Labelling of Chemicals established by the United Nations for hazardous chemicals.   7. Copies of MSDSs are kept on the Project Area, and made available to personnel. The Contractor provides the Engineer with copies of all MSDSs.   8. Storage of dangerous substances      1. Storage areas are designed and equipped by the Contractor based on the chemical and physical properties of the substances, on the types of containers stored, the number of people requiring access, the ventilation requirements, the quantities of the substance used and potential chemical reaction with other substances (see ESHS Specifications Sub-Clause 30.8.5 below).      2. Pursuant to ESHS Specifications in Clause 16.12, the Contractor anticipates and plans for the storage and management of hazardous waste.      3. Storage areas for dangerous substances are subject to strict rules, which are regularly checked by the ESHS manager. The rules include the following as a minimum:  1. Access to the storage area is limited to trained and authorised individuals; 2. An inventory is maintained up‑to‑date; 3. MSDSs must be available for all stored dangerous substances, and the substances must be clearly labelled; 4. A strict and methodical storage system is implemented (storage plan posted, large or heavy packaging may not be stored at heights, equipment and tools may not be stored in the dangerous substance storage room); 5. Compliance with product expiry dates and implementation of a disposal procedure for substances which are not needed or which have expired; 6. Entrances, exits and access to emergency equipment are kept clear at all times.    * 1. Storage areas are clearly identified with warning signs at the entrance. The Contractor displays the storage plan (location of the different products, maximum inventory), a summary of labelling system and information on chemical incompatibilities.      2. Chemicals which could react together (leading to explosions, fire, projections or the emission of dangerous gases) are physically separated.      3. Products that react violently with water are stored so as to prevent contact with water, even in the event of flooding.      4. Inflammable products are stored separately in a dedicated area with adequate ventilation at all times.      5. Buildings used to store large quantities of dangerous substances are isolated from other buildings to avoid the spreading of fire. Such buildings are constructed using solid and non-combustible building materials, and are equipped with evacuation systems and the appropriate firefighting equipment. Access to the buildings is clear, allowing for rapid evacuation in the event of an accident. The electrical systems are reduced to the essential minimum, and access points are equipped with adequate lighting (300 lux).      6. All storage areas are equipped with secondary retentions. Each storage area acts as a general secondary retention. Suitable absorbents (neutralising and non-combustible) are available in the storage area to clean up any spills and leaks.      7. The Contractor maintains the storage area at a suitable temperature for dangerous substances to prevent overpressure and bursting of containers. |
| 1. **Planning for emergency situations** | * 1. The Contractor shall establish an emergency plan as a section of the PA-ESMP. It covers the following emergency situations as a minimum:  1. e.g. Fire or explosion; 2. e.g. Collapse of structures, or scaffolding; 3. e.g. Loss of the containment of dangerous substances; 4. e.g. Safety incident or malicious act.    1. The Contractor shall maintain fit-for-purpose Emergency Response Capability, which shall be clearly documented.    2. At a minimum, the Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and the nearest hospital shall be prominently displayed in the Contractor´s office.    3. The Contractor ensures that all personnel are informed and aware of how to react in an emergency situation, and responsibilities are defined. Information and awareness training is documented, and available on all Project Areas.    4. The Contractor organises and documents emergency simulation exercises within 3 months of the physical start of the works, and subsequently once every 12 months up to the issue of the Taking-Over Certificate. The Engineer is invited to participate in each of these exercises.    5. Fire protection       1. Based on a fire safety risk assessment, the Contractor will ensure that adequate and appropriate fire safety measures are in place to minimise the risk of injury or loss of life in the event of a fire. Appropriate actions include: Keeping sources of ignition and flammable substances apart; Avoiding accidental fires; Ensuring good housekeeping at all times, e.g. avoiding build-up of rubbish that could burn; Installing smoke alarms and fire alarms or bells; Installing fire warning systems; Having correct fire-fighting equipment; Keeping fire exits and escape routes clearly marked and unobstructed at all times; Ensuring workers receive appropriate training on procedures they need to follow, including fire drills.       2. Fire will not be used as a method of forest or vegetation clearance.       3. Fire extinguishers are made available in each building at clearly identified locations, and fires are strictly forbidden outside of the cooking area.       4. If applicable, the Contractor makes arrangements with local fire-brigades for emergencies |
| 1. Medical check‑ups | * 1. The Contractor organises medical check-ups carried out by a doctor or an appropriately qualified nurse for all Contractor’s Personnel prior to the initial mobilisation to the Project Area to check aptitude for the work. Medical check-ups are adapted to the anticipated occupied positions and carried out pursuant to the recommendations of the International Labour Organization. Subsequent to the check-up, a written medical certificate is issued declaring the aptitude of the worker for the allocated tasks.   2. Hearing tests are conducted for the Contractor’s personnel exposed to noise levels above 80 dB(A) in order to establish initial audiograms. Annual tests are carried out to monitor any changes and detect any deterioration.   3. The Engineer can request additional medical examinations for the Contractor’s Personnel if considered necessary, all costs to be borne by the Contractor.   4. A medical examination is carried out on any Contractor’s Personnel returning to work after leave caused by a work related accident. A written medical certificate is issued confirming the Contractor’s Personnel’s aptitude to return to work at the designated workstation.   5. The Contractor can produce a copy of its Contractor’s Personnel’s work aptitude certificates at the request of the Engineer or any competent authority.   6. Specific arrangements for tasks’ assignments or workstations shall be made for pregnant Personnel. |
| 1. First-aid | * 1. The Contractor ensures a minimum of first-aid provisions on any work site, including: suitably stocked first-aid kits; a person, respectively an adequate number of staff appointed and trained to take charge of first-aid arrangements and ensure that staff and workers are informed about first-aid arrangements. . |
|  | * 1. The Contractor equips the Project Area with a communication system exclusively for the purposes of communication with the first aid services. Information on how to communicate with the first aid services is clearly indicated near the communications equipment. |
| 1. Medical Services and Personnel | * 1. The Employer will inform the Contractor about the presence and number of medical personnel in the Project Area. If not otherwise instructed by the Engineer, in application of clause CC 6.7, the Contractor shall collaborate with local health authorities and make arrangement with an appropriate number of local doctors, and/or nurses, hospitals and ambulance services to ensure that medical staff, first aid facilities, sick bay and ambulance service are available at a minimum within 45 minutes at the Site, and at any accommodation for Contractor’s and Employer’s Personnel or if appropriate, be based in the Project Area. |
| 1. Health care | * 1. The Contractor guarantees access to health care for all personnel in case of accident or illness occurring during the execution of the works.   2. In absence of a health or health post in the vicinity, or within the Project Area, the Contractor shall make contingency arrangement for transporting injured persons to a hospital in application of ESHS specification Clause 36. |
| 1. Emergency medical evacuations | * 1. The Contractor allocates rapid emergency transportation for first aid purposes to the first aid station pursuant to standard NF EN 1789:2007.   2. In cases where there is no first aid emergency vehicle available to evacuate severely ill or injured personnel, the Contractor establishes an agreement with a specialised company for the handling of personnel in the event of a serious accident requiring an emergency medical evacuation and ensures that transport is guaranteed any time and as fast as possible. The Contractor will provide a copy of the agreement to the Engineer within one month of the physical start of works.   3. The agreement includes a convention with a referring hospital where the member of personnel evacuated in emergency conditions will be treated. |
|  | * 1. In highly remote areas or in demonstrably life threatening cases, the agreement may cover the use of air transportation (if available) in order to evacuate the injured patient(s) to the referring hospital.   2. The telephone numbers of the emergency services and the name of the service providers and the doctors shall be prominently displayed in the Contractor´s site office |
| 1. Access to health care and training | * 1. The Contractor guarantees access to health care as defined in Clause 34 for all personnel in case of accident or illness occurring during the execution of the works, i.e.:  1. Medical check‑ups: initial (recruitment), annual and upon returning to work after sick leave; 2. Screening, vaccinations and preventive healthcare; 3. General healthcare during the execution of the works; 4. Medical assistance in the event of an accident and assistance for emergency evacuations. |
|  | * 1. Subcontractor’s personnel, other contractors, the Employer or the Engineer, present at the Project Area, must never be refused medical assistance, under the pretext that they are not directly employed by the Contractor. The Contractor may however define a unit rate cost per medical act for personnel, other than its own Contractor’s Personnel, display this rate in the healthcare centre and forward the information to the Engineer.   2. In the event of accident or serious illness, medical personnel must be trained, available and equipped with the necessary material, medicines and consumables to provide first aid for the patient, stabilise their condition, until the patient is:  1. Either treated or discharged; or 2. Hospitalized at the camp or in a larger hospital; or 3. Evacuated to a medical centre which is well equipped for intensive care, if necessary. |
| 1. Health monitoring | * 1. The Contractor cannot recruit workers in poor health.   2. The initial pre‑recruitment examination must confirm that applicants are physically able to carry out the tasks required for the position.   3. The detection of pregnancy during the initial pre-recruitment examination of female applicants shall not constitute grounds for declining recruitment, unless medical risk is proven.   4. The Contractor organises annual medical check-ups for its Contractor’s Personnel and keeps up to date a medical record for each Contractor’s Personnel. The presence of Contractor’s Personnel for medical check-ups, treatment and hospitalisation is incorporated into the Contractors planning.   5. If applicable and as recommended by a doctor or instructed by the Engineer, the Contractor provides the Contractor’s Personnel with prophylaxis and vaccinations against local diseases and vectors. In particular, the Contractor will promote the use of impregnated mosquito nets by its Contractor’s Personnel in camps or offsite lodging, and distributes these nets appropriately.   6. The health and safety plan includes a Contractor’s Personnel health risk assessment based on exposure to dangerous substances and describes the medical monitoring implemented. |
| 1. Sanitary repatriation | * 1. The Contractor is responsible for the sanitary repatriation of Contractor’s Personnel in the event of a serious injury or illness, based on a diligent examination and a statement of the doctor in charge. The Contractor will take out the necessary insurance to cover the cost of the sanitary repatriation of its Contractor’s Personnel. |
| 1. Hygiene, accommodation and food | * 1. Drinking water      1. Pursuant to Sub-Clause 6.14 of the CC, the Contractor provides personnel with drinking water at all Project Areas. The quantity and quality of this water complies with the standards of the World Health Organization at supply points.      2. Unless the supply of drinking water is provided by a certified supplier, the quality of the drinking water provided to workers is tested at least at the start of the works and then on a monthly basis. The protocol for taking and analysing samples is based on the recommendations of the World Health Organization. The results shall be documented and made available on the Project Areas.   2. Accommodation conditions      1. The accommodation provided for non-resident Personnel in a camp or an alternative structure outside of the Project Areas, such as a hotel or rented house, will comply with the conditions of the present ESHS Sub-Clause in pursuance of Sub-Clause 6.6 of the CC.      2. The person in charge of managing the accommodation has a specific duty to report to the ESHS manager or if existent, the HS manager, the outbreak of any contagious diseases, food poisoning and other important casualties. The ESHS Manager in turn will inform the appropriate health authorities.      3. Rooms are lit and equipped with power sockets, beds and windows fitted with mosquito nets. Flooring is of a hard and impervious material.      4. The temperature in rooms and common areas shall be kept at an appropriate level during occupied hours (20 degrees in moderate to cold zones and providing adequate ventilation in hot zones).      5. The Contractor provides one drinking water tap per 10 Contractor’s Personnel, one shower per 10 Contractor’s Personnel as a minimum, one individual toilet for 15 Contractor’s Personnel as a minimum, and one urinal per 25 Contractor’s Personnel at accommodation camps. Separate showers and toilets must be made available for women.   3. Hygiene in shared areas      1. Sanitary areas (showers, sinks, urinals, toilets) are cleaned and disinfected by the Contractor’s cleaning service at least once every 24 hours. Cleaning operations are documented.      2. The canteen, kitchen and kitchen utensils are cleaned after each meal service.      3. The number and location of toilets on Project Areas shall be adapted to the number of employees and the configuration of the Project Areas (distance, isolated area, etc.). For urinals and toilets, usual standards are 1 unit to max15 persons.      4. Toilet facilities are conveniently located and easily accessible. In addition, all toilet rooms shall be well-lit, have good ventilation or external windows, have sufficient hand wash basins and be conveniently located.   4. Food      1. In application of Sub-Clause 6.13 of the CC and ESHS Specifications Sub-Clause 46.1 of the present ESHS specification, the Contractor provides meals at a reasonable cost or free of charge to its Contractor’s Personnel per shift in a canteen area and according to a procurement system which complies with the provisions of this ESHS Specifications Sub-Clause.      2. The Contractor defines and implements actions in order to guarantee (i) the quality and quantities of food stuffs, (ii) compliance with health rules when preparing meals, (iii) fitting out and servicing premises and equipment, both in the kitchen and food storage areas.      3. The Contractor inspects the cleanliness of food transport vehicles, temperature control and the cold chain, as well as best‑before dates, and takes the necessary corrective actions. The temperatures of chillers are regularly checked.      4. The Contractor checks that health requirements are met for food storage conditions in the kitchen or other locations, food cooking times and temperatures, and the conditions in which prepared products are left prior to consumption, to ensure no health risks. Prepared food is eaten or thrown away, no food remains are reused.      5. The Contractor recruits trained canteen personnel and ensures that supervisors monitor compliance with sanitary instructions. The Contractor ensures that canteen personnel have means of ensuring compliance with health rules (changing rooms, linen, hand washers, the condition of flooring and paint, and the existence of a cleaning plan).   5. At the request of the Engineer, the doctor at the health centre specified in Clause 35.2.2. of the present ESHS Specifications, carries out an audit on all Project Areas every 3 months, and documents the results, and includes the conditions of hygiene in which meals are prepared and food conserved. The results of this audit are provided to the Engineer.   6. The Contractor, on the basis of the advice of the doctor at the health centre, informs Contractor’s Personnel on appropriate behaviour in terms of workplace hygiene. The occasional distribution of information is not sufficient, the Contractor regularly reiterates the importance of hygiene, documents these reminders, and ensures that the information is understood, easy to apply and scrupulously complied with. |
| 1. Substance abuse | * 1. Pursuant to Sub-Clause 6.16 of the CC, the use, possession, distribution or sale of illegal drugs, controlled substances (as per local regulations) and alcohol is totally prohibited on the Project Areas. The Contractor implements a zero tolerance policy for the consumption of these substances.   2. Any person suspected by the Engineer to be under the influence of alcohol or controlled substances on any Project Area is immediately suspended from his position by the Contractor, pending the results of medical tests. |
|  | D. Local labour and relations with local communities |
| 1. Labour conditions | * 1. The Contractor shall ensure decent labour conditions for workers and notably compliance with applicable law and regulations in the country of implementation of the contract, and with the fundamental conventions of the International Labour Organisation (ILO). This includes workers’ rights related to wages, working hours, rest and leave, overtime, minimum age, regular payment, compensation and benefits, equal opportunities, a non-discriminatory workplace, best practice on human resource management and occupational health and safety. Wages, benefits and conditions of work will be comparable to employers in the relevant region of that country/region and sector concerned.   2. The Contractor shall respect and facilitate workers' rights to organize and provide a Worker Grievance Mechanism for all workers, including the workers of subcontractors, shall receive an induction on their rights and on the Worker Grievance Mechanism. The Contractor will display the contact details of the Worker Grievance Mechanism at well visible places in all camps and work sides.   3. The Contractor shall issue and implement internal policies and procedures to assure that no employee or job applicant will be subject to discrimination and/or harassment.   4. The Contractor shall establish for their personnel and those of their main contractors a system to monitor hours worked on the Project and seek to identify and remedy any practices which lead to long working hours in excess of national legislation. |
| 1. Local recruitment | * 1. Local recruitment is defined as the number of positions actually allocated to people residing in the region of the Works (less than two hours by land transport to the Project Area) for more than one year and citizen of the Employer´s country.   2. Pursuant to Sub-Clause 6.1 of the CC, and if requested by the Employer, the Contractor, and/or respectively the Subcontractor hiring local workers, establishes and initiates a local recruitment policy and a procurement plan to ensure that recruitment procurement procedures are transparent and disseminated to the project affected communities for the duration of the Works.   3. The policy and plan shall be enforced by the Subcontractors and suppliers of major supply items, responsible for hiring local workers.   4. The Contractor demonstrates the effective implementation of this policy to the Engineer in its monthly activity report as defined in Sub-Clause 6.1 of the present ESHS Specifications.   5. Pursuant to Clause 8 of the present ESHS Specifications and if requested by the Employer, the Contractor develops a training programme aiming to support the local recruitment policy.   6. This training programme must be available to women and adjusted to their level of education.   7. An incentive mechanism to increase the share of women recruited by the Contractor and the Subcontractors may be established.   8. Local labour needs are estimated prior to the start of works and described in the PA-ESMP with the following information:   a) Identification of positions that could be filled by local staff and the level of qualification required;  b) Definition of the planned procedure for the effective recruitment of these members of staff;  c) Establishment of mechanisms to ensure non-discrimination of women in accessing recruitment procedures;  d) Deployment schedule for these positions;  e) Initial training to be provided by the Contractor for each job description.   * 1. In order to prevent outsiders from entering the Project Area, local recruitment at the Project Area, including at the entrance, is prohibited.   2. Local recruitment office      1. One month prior to the start of Works, the Contractor establishes a local recruitment office in the district where the main Project Area is located, at a location pre-approved by the Engineer.      2. A representative of the Contractor is present in this office at least two mornings each week, from the start of the works to a date pre-approved by the Engineer.      3. The representative provides information on job vacancies with the Contractor for the execution of the works (required qualifications, duration, and location) and on the information to be provided in applications.      4. Lists of local candidates are drafted by the representative allocated to the office and forwarded to the Contractor’s Humans Resources manager on a weekly basis.   3. The Contractor’s Human Resources manager selects candidates listed by the local recruitment office based on requirements for the Works and the Contractor’s recruitment procedures. A written contract between the Contractor and the local Contractor’s Personnel is drafted, signed and archived by the Contractor.   4. If the Project Areas are located near to several different communities, the Human Resources manager ensures a fair distribution of local recruitment between the different communities.   5. The Human Resources manager will ensure that recruitment campaigns in local communities have been spread to women and that the latter have not been discriminated in recruitments.   6. Pursuant to Sub-Clause 6.22 of the CC, the Contractor maintains one record per local Contractor’s Personnel indicating the hours worked per person allocated to the works, the type of tasks carried out, the wages paid and any training provided. Records are available at the main Project Area at all times, so the Engineer and the authorised representatives of the government can assess the content. |
| 1. Transport | * 1. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor provides or enables access to daily transport for Contractor’s Personnel not housed in the camps managed by the Contractor and living more than 15 minutes' walk from the Project Area and less than one hour by land transport.   2. The transport is organised under conditions which comply with local regulations and which ensure the safety of the people transported.   3. The Contractor organises collective transport: pick-up times and locations are defined and services organised appropriately.   4. Transport from the living facilities to his wages worksite is safe and free. If the Project Area is moved during the working season and if the Contractor retains the local personnel trained at the start of the works, the accommodation of the Contractor’s Personnel is managed by the Contractor:   a) Within a mobile camp with the other non-local Contractor’s Personnel; or  b) In villages located near to the mobile Project Area, in this case, each local Contractor’s Personnel will receive a housing allowance in addition areas within each camp and a sports field for use by Personnel. |
| 1. Workers´accommodation | * 1. Living facilities are located to avoid flooding and other natural hazards.   2. Living facilities are located to avoid flooding and other natural hazards.   3. Where possible, living facilities are located within a reasonable distance from the worksite.   4. The living facilities are built with adequate materials, the sites are adequately drained to avoid the accumulation of stagnant water, kept in good repair and kept clean and free from rubbish and other refuse.   5. Rooms shall not be mixed: separate rooms must be made available for both men and women.   6. Separate toilets and locker rooms shall be provided for women and men.   7. The Contractor constructs and maintains a range of recreational facilities and shared leisure   8. The Contractor ensures that at campsites:      1. Workers have access to an adequate and convenient supply of free potable water,   b) that drinking water meets national/local or WHO drinking water standards,  c) that all tanks used for the storage of drinking water are constructed and covered as to prevent water stored therein from becoming polluted or contaminated,  d) that drinking water quality is regularly monitored.   * 1. Dormitories      1. A separate bed for each worker is provided. The practice of “hot-bedding” shall be avoided. Rooms shall not host more than 8 individuals.      2. There is a minimum space between beds of 1 metre.      3. Double deck bunks are not advisable for fire safety and hygiene reasons, and their use is minimised. Where they are used, there must be enough clear space between the lower and upper bunk of the bed. Standards range from to 0.7 to 1.10 metres.      4. Triple deck bunks are prohibited.      5. Each worker is provided with a comfortable mattress, pillow, cover and clean bedding.      6. Bed linen is washed frequently and applied with repellents and disinfectants where conditions warrant (malaria).      7. Facilities for the storage of personal belongings for workers are provided, including 0,5 m3 and 1 meter of shelf unit.   2. The Contractor shall mitigate impacts of activities (e.g. those that create noise or light) at worksites in order to avoid any public disturbance or disturbance of camp residents. |
| 1. Meals | * 1. Food supplies for the meals of the Contractor personnel will exclude any meat obtained from hunting or poaching, with the exception of fish.   2. The Contractor provides for at least two meals per shift to local Contractor’s Personnel pursuant to the hygiene conditions specified in Clause 40 of the present ESHS Specifications, at reasonable price for the Contractor’s Personnel. If no canteen is available, the Contractor at least pays for a minimum of 2 meals per day per shift.   3. The Contractor shall avoid any local disputes through respecting local culture and values. The Contractor shall ensure that workers are aware of local issues and sensitivities, and respect local culture and values in order to avoid any local disputes and crime. |
| 1. Community Interaction | * 1. Commensurate with the size of Construction activities and unsolved potential disturbances of the community and risks to public health and safety, the Contractor shall produce an Implementation Plan related to Community Interaction and submit it to the Engineer for review and acceptance prior the commencement of any works or traffic related to works.   2. The plan shall include a schedule of planned work activities which may impact a neighbouring community and describe (i) the activities per task and phase which may impact the neighbouring communities (ii) the approach to engage and communicate with stakeholders related to the works defined in (i); (iii) responsibilities for community interaction per task and phase.   3. When meeting stakeholders in neighbouring communities, minutes of meetings shall be produced and recorded as by Employer’s guidelines;   4. The Contractor shall disclose relevant information related to the involved impacts and risks to communities (e.g. related to Traffic Management or e.g. to entering of private property for surveys) in local language and at a level of complexity that is commensurate with local realities to ensure that stakeholders fully understand the content.   5. The Contractor shall include information about the Employer´s grievance mechanism and the contact details in all community communication materials. |
| 1. Damage to people and property | * 1. The Contractor shall implement a worker´s Code of Conduct and not disturb or interfere with the inhabitants of local communities close to or in the Project Area, and shall respect their houses, cultures, animals, properties, customs and practices.   2. The Contractor`s personnel shall be trained to understand the requirements about use of unapproved land and the need to stay strictly within site boundaries and within the working areas, using only approved access and service roads.   3. Pursuant to Clauses 4.14 and 17.1 of the CC, the Contractor is responsible for damages to people and property caused by the execution of the works or the procedures used for execution (e.g. project vehicles demolishing local fences or houses, driving accidentally over crops or causing any other material grievances).   4. Access to the Project Areas is prohibited to unauthorized persons. The Contractor is responsible for the security and access control of the Project Areas.   5. The Engineer is informed of any damage caused to people, or the property of individuals, other than the Contractor’s personnel, within 6 hours of the event, regardless of the value of the prejudice.   6. The Contractor shall establish procedures to manage and rectify and record incidents related to community disturbances.   7. Blasting      1. Housing existing before the start of the works, located within a minimum radius of 800 m around the perimeter of the quarries and within a minimum radius of 500 m around the other Project Areas that will be subject to blasting, will be examined by a bailiff unless agreed upon otherwise with the Engineer.      2. The bailiff’s sworn statement is prepared and provided to the Engineer with the Site-ESMP.      3. Should any problems be detected due to the intensity of blasting, the Engineer is entitled to request that the Contractor carry out seismic measurements of the intensity of the vibrations induced by the blasting, at variable distances from the blasting points, under the supervision of the Engineer, and at the cost of the Contractor. |
| 1. Land acquisition and land take | * 1. Pursuant to Sub-Clause 7.8 of the CC, the Contractor will cover (i) occupancy indemnities for the extraction or use of construction materials and (ii) the cost of acquiring the necessary land to stockpile excess backfill material.   2. The Contractor provides compensation for any prejudice suffered by the owners of the land mentioned in Sub-Clause 48.1 of the present ESHS Specifications, but also for any prejudice incurred by users of this land, if these users are not the same parties as the owners.   3. If not otherwise instructed by the Employer, the Contractor demonstrates to the Engineer (i) who are the owner and the users, if different parties have been identified, and (ii) a written agreement governing the temporary occupancy or acquisition of this land has been negotiated and duly paid up to the two parties, if different. |
| 1. Traffic manage-ment | * 1. The Contractor defines the characteristics of its fleet of vehicles and site machinery in the PA-ESMP, in the form of a traffic management plan with the aim to prevent construction site vehicle incidents by the effective management of transport operations throughout the construction process.   2. The Contractor defines in the traffic management plan the itineraries used on a map for each route between the different Project Areas and for each phase of the construction works, and obtains the validation of the Engineer. The Contractor requests that the Employer obtain the authorisations of the competent administrative authorities if public roads are used. Any Engineer’s instruction to update the traffic management plan shall be implemented.   3. The Contractor defines in the traffic management plan the itineraries used on a map for each route between the different Project Areas and for each phase of the construction works, and obtains the validation of the Engineer. The Contractor requests that the Employer obtain the authorisations of the competent administrative authorities if public roads are used. Any Engineer’s instruction to update the traffic management plan shall be implemented.   4. To reduce accidents, the Contractor will ensure that:  1. Pedestrians and vehicles are kept apart (e.g. through providing separate entrances, walkways, signals) 2. Vehicle movements are minimized 3. Drivers are adequately trained and have the appropriate permits for driving vehicles 4. Turning circles for turning vehicles are installed.    1. Within one month of the physical start of works, the Contractor informs the administrative authorities of areas crossed by the Contractor’s vehicles, of the itinerary and characteristics (frequency of passing, size and weight of trucks, materials carried) of the Contractor's fleet of vehicles.    2. If public roads are used, and unless approved otherwise by the Engineer, the Contractor mandates a bailiff to make a sworn report regarding the state of the road prior to use by the Contractor's vehicles. The report is annexed to the PA-ESMP.    3. The Contractor describes in the traffic management plan the expected traffic created by its fleet of vehicles (frequency of trips between Project Areas, working hours, convoys).    4. The Contractor also describes the number and positioning of flagmen.    5. Unless specified otherwise in the Contract or instructed otherwise by the Engineer, heavy vehicles (i.e. with a GVWR of more than 3.5 tons) may not be used at night between 22:00 and 06:00.    6. Speed limits       1. The Contractor takes action to limit and check the speed of all vehicles and machinery used to execute the works at an appropriate level.       2. The maximum speed of all machinery and vehicles of the Contractor comply with the lowest of the following: the speed limit defined according to the Employer’s country regulations or the following limits.       3. 20 km/h within the Project Areas;       4. 30 km/h in villages or hamlets, in towns, from 100m before the first house;       5. 80 km/h on unpaved roads outside of towns, villages, hamlets and camps.       6. Pursuant to Sub-Clause 4.15 of the CC, and in coordination with the competent Employer’s country authorities, the Contractor provides and installs signs for the fleet of vehicles along public roads, when public signs are inadequate.       7. The Contractor provides each of its drivers with a map at the appropriate scale of the roads authorised for the execution of the works, clearly indicating the maximum speeds authorised, and ensures their understanding.    7. It is strictly prohibited to transport people, equipment or products other than those required for the Works and the management of Project Areas, on board any of the Contractor's vehicles. This provision also applies to the transport of live animals and meat obtained from hunting, fishing or poaching.    8. The trailers and skips used to carry materials which could be projected (sand, crushed material, aggregates, selected materials) are covered with a tarpaulin for the entire itinerary between two Project Areas. |
| 1. Fossils/ Archaeolo-gical Chance Finds | * 1. The Contractor shall establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils as stipulated in Sub-Clause 4.24 of CC. |

Appendix 1  
Example for the Contents of a PA-ESMP

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| **1.** | **Environmental policy** | * Declaration of ESHS policy signed by the Managing director of the Contractor and clearly defining the commitment of the Contractor in terms of (i) ESHS management for its construction sites and (ii) compliance with the ESHS Specifications of the Contract. |
| **2.** | **PA-ESMP** | * Target and content of the Project Area Environmental and Social Management Plan (including Health and Safety) * Preparation and updating schedule * Quality assurance and validation |
| **3.** | **ESHS resources** | * Human resources: * ESHS manager * ESHS supervisors * Person in charge of relations with stakeholders * Medical personnel * Logistics & communications: * ESHS vehicles * IT stations * In situ noise, air and water measuring equipment * Analysis laboratory used * Reporting: * Weekly inspections * Monthly * Accident/ Incident |
| **4.** | **ESHS regulations** | * Definition of standards for the applicable national ESHS regulations and the ESHS recommendations of institutions affiliated to the United Nations (WHO, ILO, IMO, IFC), applicable to the execution of works: * Environment..... * Noise and Vibration Soil Erosion * Air Quality * Solid Waste * Hazardous Materials * Wastewater Discharges * Contaminated Land * Occupational Health and Safety * Community Health and Safety * General Site Hazards * Disease Prevention * Traffic Safety * Discharge standards * Minimum wage * Day and/or night traffic restrictions * Other * Definition of ESHS standards for the industry applied |
| **5.** | **ESHS operational inspection resources** | * Site tracking procedure: * Frequency * Personnel * Assessment criteria * Non‑conformity handling and detection procedure: * Distribution of information * Notification depending on the level of importance allocated to non‑conformities * Tracking of the closing of the non‑conformity * Management of data on tracking and non‑conformities : * Archiving * Use as a performance indicator |
| **6.** | **Project Areas** | * Description of Project Areas (as per definition in ESHS Specifications Sub-Clause 1.3: * Number * Location on a topographical map * Activities * Opening & closing schedule * Access * Reference to the Appendix: a Site-ESMP for each Project Area. |
| **7.** | **Health and safety plan** | * Identification and characterisation of health and safety risks, including the exposure of personnel to chemicals, biological hazards and radiation. * Description of working methods to minimise hazards and control risks. * List of the types of work for which a work permit is required * Personal protection equipment * Presentation of the medical facilities at Project Areas: * Healthcare centre, medical equipment and allocation of medical staff * Medical treatments that can be carried out on‑site * Ambulance, communications * Referring hospital * Evacuation procedure for medical emergencies * Description of the internal organisation and action to be taken in the event of an accident or incident |
| **8.** | **Training plan** | * Basic training for non‑qualified staff * Health and Safety inductions * Health & safety training |
| **9.** | **Labour Conditions** | * Description of Human Resource Policy for construction works of direct and indirect workers |
| **10.** | **Local Recruitment** | * Local labour requirements: * Job descriptions and the levels of qualifications required * Recruitment procedure and deployment schedule * Initial training to be provided by the Contractor for each job description * Location and management of the local recruitment office(s) |
| **11.** | **Project machinery and vehicle traffic** | * Description of the fleet of vehicles/machinery used for the execution of the works and emission levels and safety requirements * Deployment (Project Area & schedule) and maintenance sites for each vehicle and machine * Mapping of itineraries, travel times, and areas where speeds are limited * Dust suppression: * Mapping or road sections where dust reduction initiatives apply * Water points identified or to be created for refuelling tanker trucks * Capacity of the tanker trucks used and calculation of the number of trucks required * Width of the track to determine if one watering run or equivalent is adequate (narrow track) or if two runs are required (wide track) * Number of watering or equivalent operations proposed per day depending on the climate |
| **12.** | **Dangerous substances** | * Inventory of dangerous substances per Project Area and per period * Transport and storage conditions and chemical incompatibility |
| **13.** | **Effluents** | * Characterisation of effluents discharged to the receiving environment * Facilities for the treatment or pre-treatment of effluents including sufficient run-off * Measures for reducing the sediment content of rainwater runoff * Measures for monitoring the efficiency and performance of facilities for reducing sediment content of rainwater runoff * Resources and methods for monitoring effluent and rainwater runoff quality |
| **14.** | **Noise and vibrations** | * Estimation of the frequencies, duration, days of the week and noise levels per Project Area |
| **15.** | **Waste** | * Inventory of waste per Project Area and per period * Collection, intermediate storage, handling and treatment methods for ordinary or inert waste * Storage and handling methods for dangerous waste |
| **16.** | **Clearing and revegetation** | * Methods & schedule for clearing vegetation and earthwork activities * Methods, species and schedule for the revegetation of Project Areas disturbed by the works |
| **17.** | **Biodiversity** | * Schedule for adequate fauna and flora management * Measures for minimizing impact on fauna and flora species based on the Contracting Authority procedures * Measures for monitoring the efficiency and performance of the plan in place * Measures for limiting IAS * Measures for monitoring the efficiency and performance of the plan in place |
| **18.** | **Prevention of erosion** | * Location of zones suffering from erosion * Methods and schedule for the implementation of anti-erosive actions, including topsoil storage |
| **19.** | **Documenta-tion of site condition** | * List and cover of viewpoints * Imaging method * Archiving photographs |
| **20.** | **Rehabilitation** | * Method and schedule for Project Area rehabilitation |
| **21.** | **Appendices** | * Site-ESMP (number and location specified in Section 6 “Project Areas” above): * Marking out of the Project Area perimeter on a map * Definition of zones for vegetation clearing, zones for the storage of usable timber, zones for burning of green waste * Definition of on-site activities: construction, storage areas, accommodation areas, offices, workshops, concrete making units * Layout of activity areas on the Project Area: construction works, production/operation areas, rehabilitation and closure * Zones for the storage of topsoil, spoil from earthworks, materials * Access routes and checkpoints * Project Area occupancy schedule * Organisation of Project Area preparation * Liquid discharge outlet points * Proposed sampling points for monitoring water quality * Atmospheric emission outlet points * Location of the storage site for dangerous products * Location and mapping of waste treatment facilities when handled by an external service provider * Any other information relating to the environmental management of the Project Area * Emergency plan * Description of facilities * Characterisation of hazards * Emergency situations * Organisation structure - roles and responsibilities * Emergency procedures * Human and material resources * Triggering of the plan * Reporting |

Appendix 2 - Properties rendering a product dangerous

|  |  |  |
| --- | --- | --- |
| **1.** | **Explosive** | substances and preparations which could explode in the presence of a flame or which are more sensitive to impacts and friction than dinitrobenzene. |
| **2.** | **Combustive** | substances and preparations which, when in contact with other substances, particularly inflammable substances, undergo strongly exothermic reactions. |
| **3.** | **Easily inflammable** | substances and preparations (i) in liquid phase (including extremely inflammable liquids), with a flash point below 21°C, or which can heat up to the extent of spontaneous combustion in ambient air; or (ii) in solid phase, which can burst into flames easily in the brief presence of a source of inflammation and which will continue to burn after the removal of the source of inflammation or (iii) in gaseous phase, which are inflammable in air at normal pressure; or (iv) – which, when in contact with moist air or water, produce dangerous quantities of gases which are easily inflammable. |
| **4.** | **Inflammable** | liquid substances and preparations, with a flash point equal to or above 21°C and less than or equal to 55°C. |
| **5.** | **Irritant** | non-corrosive substances and preparations which, when in immediate, extended or repeated contact with the skin and mucosa, can cause inflammation. |
| **6.** | **Harmful** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to risks of limited severity. |
| **7.** | **Toxic** | substances and preparations (including highly toxic substances and preparations), which, in case of inhaling, swallowing or cutaneous penetration, can lead to serious, acute or chronic risks, and even death. |
| **8.** | **Carcino­genic** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to or increase the frequency of cancer. |
| **9.** | **Corrosive** | substances and preparations which, in case of contact with living tissues, can destroy the latter. |
| **10.** | **Infectious** | substances containing viable micro-organisms or their toxins, for which it is known or we have good reasons to believe that they cause disease in humans or other living organisms. |
| **11.** | **Harmful to reproduction function** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can induce or increase the frequency of undesirable non-hereditary effects in offspring or have a negative effect on reproductive functions and abilities. |
| **12.** | **Mutagenic** | substances and preparations which, in case of inhaling, swallowing or cutaneous penetration, can lead to hereditary genetic disorders or increase the frequency of these disorders. |
| **13.** | **React with water** | substances and preparations which, in case of contact with water, air or an acid, release a toxic or highly toxic gas. |
| **14.** | **Sensitivising** | substances and preparations which, in case of inhaling or cutaneous penetration, can lead to a hypersensitation, so that renewed exposure to the substance or preparation will cause characteristic harmful effects. This property can only be considered if test methods are available. |
| **15.** | **Ecotoxic** | substances and preparations with inherent or potential immediate or deferred risks for one or several environmental components. |
| **16.** | **Dangerous for the environment** | substances and preparations which are likely, after elimination, to lead to another substance, by any means, e.g. a lixiviation product, with one of the above characteristics. |

ENVIRONMENTAL AND SOCIAL

MANAGEMENT PLAN (ESMP)

c) Personnel Requirements

*[Insert here the project-specific minimum personnel requirements.]*

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: *[Specify requirements for each lot as applicable]*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Experience (years)** | **In Similar Works Experience**  **(years)** |
|  | ESHSE Manager *[if the ESHS risks and impacts are assessed as moderate and no specialized expertise is required, otherwise consider separate specialized ES, HS, and External Stakeholders Relations Managers, as per below]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | Environmental and Social (ES) Manager *[if the environmental and social risks and impacts of the works are assessed as significant and/or specialized expertise is required]*  *[Commensurate with the risks and impacts, one or several experts for each topic (Environmental and Social may be assigned to fulfil this position.]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | Health and Safety (HS) Manager *[if the health and safety risks and impacts of the works are assessed as significant and/or specialized expertise is required]*  *[Minimum requirements for appointing a separate Health and Safety (HS) Manager shall be as follows:*   * *Workforce on Site of over 250: full time HS Manager* * *Workforce on Site of 100-250: 50% HS Manager’s time* * *Workforce on Site from 20 to 100 workers: as required for the works but a minimum of 5 hours per week the ESHS Manager shall devote to Health and Safety aspects]* | 10 years in designing and monitoring the implementation of ESHS management plans for construction works | 5 |

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Experience (years)** | **In Similar Works Experience**  **(years)** |
|  | External Stakeholders Relations Manager *[if the requirement with interact with or the impact on the external stakeholders are assessed as significant and/or specialized expertise is required]* | 10 yearsin designing and monitoring the implementation of ESHS management plans for construction works | 5 |
|  | ESHS Supervisor *[for Sites with more than 100 workers on site, one ESHS supervisor for each shift on each Project Area, respecting the provisions of 4.1.3.]* | 5 years |  |
|  | Community Liaison Officer  *[Fluency in local languages should be mandatory for this position]* | 5 years |  |
| … | … | … | … |

*[Insert in the table (i) the list of key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, or earthworks, as required for each particular project) (ii) a minimum number of years of experience (10 to 15 years), and (iii) a minimum number of years of experience of comparable projects (5 to 10 years).]*

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms.

d) Equipment Requirements

*[Insert here the project-specific minimum equipment requirements.]*

The Bidder must demonstrate that it can obtain (purchase, lease or rent) the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| … |  |  |

*[Insert in the table (i) the list of the critical equipment required for project implementation and (ii) the minimum number of each of those equipment]*

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

2. Drawings

*[Insert here the works drawings.]*

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General Conditions

|  |  |
| --- | --- |
| **1.** **DEFINITION AND INTERPRETATION** | |
| **Defined Terms** | 1.1. Defined terms in the context of this contract have following meaning: |
|  | 1.1.1. The **Client** is the party stated in the Award Acceptance Notice;  1.1.2. “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].  1.1.3. The **Contractor** is a party whose bid has been accepted by the Client, and whose name is stated in the Award Acceptance Notice;  1.1.4. The **Contractor Representative** is a competent person appointed by the Contractor who is responsible for administering the contract performance except amending or changing its provisions, and termination;  1.1.5. The **Parties** refers to the Client and the Contractor together;  1.1.6. The **Law** refers to the Public Procurement of Goods, Works, and Services Law of Mongolia;  1.1.7. The **Works** are what is required by the Terms of Reference and the Technical Specification documents;  1.1.8. The **Site** is the place where the Works are performed;  1.1.9. The **Defects Liability Period** is the Contractor covered quality assurance period for the Works;  1.1.10. The **Remedy Period** is the timeframe when the Contractor requests remedy for defects discovered within the Defect Liability Period;  1.1.11. The **Force Majeure** is unforeseeable and unavoidable natural disasters, action /inaction/ of the authority, emergency situations due to highly contagious diseases or pandemic, that are beyond the Parties control and interrupt the Contract performance and prevent the Parties from fulfilling obligations. |
| **Interpretation** | 1.2. In interpreting the Contract following provisions apply:  1.2.1. Singular connotes plural, and vice versa for the definitions provided herein apply equally to the singular and plural forms of the terms and expressions defined.  1.2.2. Headings have no significance and serves to a sole purpose of arranging the text.  1.2.3. A provision, clause, word, sentence to be interpreted in the context of the defined terms and considered in the Contract context. If it fails the Civil Code shall govern in its interpretation.  1.2.4. The SCC governs when there is a discrepancy in the Contract general and specific terms.  1.2.5 Mongolian is the governing language for the Contract performance. |
| **2.** **CLIENT** | |
| **Client’s Common Obligations** | 2.1. The Client provides payments due date as specified in the Contract after the Works performed.  2.2. The Client provides documents, licenses, permits stipulated by the legislation and the Contract.  2.3. The Client is responsible for the effects occurred due to errors or inaccuracy made in the Terms of Reference and the Technical Specification. |
| **Client’s Representative** | 2.4. The Client appoints a competent person to represent itself in administering the contract performance.  2.5. The Client’s Representative information is stated in the Notification of Award.  2.6. The Client’s Representative shall not delegate its authority in any form to a third party, unless granted a written consent.  2.7. The Client shall give a possession permit to the Contractor for the access and operation on the Site in writing.  2.8. If possession of the Site is not given to the Contractor the Client is responsible for any effect caused by the delay. |
| **3. CONTRACTOR** | |
| **Contractor’s Common Obligations** | 3.1. The Contractor performs the Works according to the Technical Specifications within the Contract specified due dates and hands it over to the Client.  3.2. The Contractor provides detailed workforce information (management, engineers, technicians etc.) and equipment and machinery lists operated on the Site to the Client.  3.3. The Contractor is responsible for management of materials, equipment, machinery, repair parts, documentation, permanent and casual workforce, and service provisions required for the operation.  3.4. The Contractor is responsible for water, gas, electricity, communication and other supply services during the Works performance.  3.5. The Contractor may sublet up to 10 (ten) percent of the Works to subcontractors.  3.6. The Contractor shall not delegate its contractual obligation to a third party.  3.7. The Contractor shall allow the Contractor, or its authorised person access to the Site. |
| **Contractor’s Representative** | 3.8. The Contractor appoints a competent person in charge for administering the contract performance. His/her information shall be stated in the Notification of Award Form.  3.9. The Contractor’s Representative must have relevant work experience and competency to perform the assigned duties.  3.10. The Contractor Representative shall not delegate its authority to a third party unless the Contractor granted a written consent. |
| **Site Characteristics** | 3.11. The Client provides available data concerning the Site’s geographical, geological hydrogeological, and climate characteristics and weather condition prior the start of the Works. |
| **Site Security** | 3.12. The Contractor manages security arrangements for the Site access.  3.13. The Contractor bears costs related to the security provisions on the Site, including lighting, fencing, patrolling. |
| **Waste Management and Land Rehabilitation** | 3.14. The Contractor is responsible for the waste management on the Site, including disposal and transfer of excess materials and goods, removal of equipment and machinery and keeping the Site tidy.  3.15. Hazardous materials must be handled and disposed strictly following standard procedures.  3.16. The Contractor is responsible for effect caused by not honouring the GCC Clause 3.14-3.15. |
| **Discoveries** | 3.17. Anything of archaeological or historical or other interest or of significant value (fossils, coins, treasure, mineral deposits) unexpectedly discovered on the Site must be handed in to the authority following the standard procedure. The Contractor shall notify the Client of such discoveries.  3.18. The Contractor shall take measures to secure and safeguard the discovery. |
| **Safety** | 3.19. The Contractor is responsible for application of the legislation, standards concerning occupational health and safety and fire safety.  3.20. The Contractor is responsible for workplace safety on the Site.  3.21. The Works and its parts must be protected against weather and other adverse affecting conditions.  3.22. Workplace safety is the priority throughout the Works operation.  3.23. The Contractor is fully responsible for any occupational health and safety breach.  3.24. The Contractor is responsible for the effect caused by not honouring fully and partially to the GCC Clause 3.19-3.22.  3.25. Dangerous, poisonous, contaminated materials and substance used for or produced by the Works shall be stored and disposed strictly following the standard procedure on the Client’s demand. |
| **4. TIMELINE, PROGRESS REPORT** | |
| **Start Date** | 4.1. The Works shall start on the date specified in the SCC and follow timeline.  4.2. The Contractor shall submit a detailed program (plan) on the due date specified in the SCC.  4.3. The program shall contain the general procedure, arrangements, order, work progress timeline from the start to the end dates and other necessary information for operational activities concerning the Works.  4.4. The Client Representative must be informed on any updates made to the program (plan). |
| **Intended Completion Date Extension** | 4.5. The Contractor may request the extension of the intended completion date under these circumstances:  4.5.1. In a Force Majeure event interrupting planned operation;  4.5.2. Legal acts modification or annulment affecting the Works planned performance;  4.5.3. The Client fails to do payment on time;  4.5.4. The Client fails to provide required permits and clearance documents on time.  4.6. The Contractor requests the Client submitting extension application with supporting documents.  4.7. It is the Contractor’s obligation to provide evidence that supports the extension, pursuant to the GCC Clause 4.5.1.  4.8. The Contractor may grant the extension of the intended completion date when one of the conditions stated in the GCC Clause 4.5 present. |
| **Work Progress Report** | 4.9. The Contractor submits work progress reports as scheduled in the SCC to the Client Representative.  4.10. The report shall indicate planned and actual performance in percent, if any delay occurred, background information on the delay and remedy and other information requested by the Client’s Representative.  4.11. The Contractor provides operational manuals for the Works and its parts operation, maintenance service, repair works and tuning to the Client. |
| **5. CONTRACT PRICE AND PAYMENT** | |
| **Contract Price** | 5.1. The Contract Price is stated in the Notification of Award.  5.2. When there is a price adjustment considered following the Article 40.4 of the Law, the adjustment method must be specified in the SCC.  5.3. The Contract Price is the price after adjustment pursuant to SCC Clause 5.2. |
| **Advance Payment** | 5.4. When there is an advance payment option in the procurement documents and the Contractor requests it, the Client transfers the fund as specified in the SCC.  5.5. The Client releases the fund to the Contractor within the dates specified in the SCC upon receiving an advance payment security. |
| **Payment Condition** | 5.6. The Client pays the bill upon receiving an invoice/payment request within the dates specified in the SCC.  5.7. The Client may request a copy of receipt for the Works performance to accompany the invoice/payment request.  5.8. A payment schedule is extended accordingly when the Client extended the intended completion date on the Contractor’s request, pursuant to the GCC Clause 4.8.  5.9. The payment is not equal to accepting the Works performance or its parts.  5.10. The invoice must be in Mongolian national currency: MNT.  5.11. The client has the right to deduct a penalty or retain a fee from the payments. |
| **6. SECURITY AND WARRANTY** | |
| **Advance Payment Security** | 6.1. The advance payment provision, pursuant to the GCC Clause 5.4, the advance payment security defined in the SCC on time in a form specified in the Law. |
| **Performance Security** | 6.2. The Contractor shall provide the Performance Security pursuant to the BDS, worth 5 (five) percent of the Contract Price in the format of the template provided within the timeframe specified by the Client.  6.3. Following conditions become the incontestable justification for the Performance Security appropriation by the Client:  6.3.1. The Contractor fails to honour the Contract for any reason;  6.3.2. The Contractor fails to perform the Contract as specified;  6.3.3. The Contractor is unable to perform its contractual obligations.  6.4. The Performance Security appropriation does not limit the Client’s right to demand a penalty or a damage claim.  6.5. Extension of the intended completion date pursuant to the GCC Clause 4.8 applies to the Performance Security validity.  6.6. The Performance Security is released when the Quality Assurance Bond pursuant to the GCC Clause 6.8 applies. |
| **Bond** | 6.7. For the Works quality assurance, the Client may demand warranty. The quality assurance warrant value shall be specified in the SCC.  6.8. The quality assurance may be warranted as stipulated in the Article 43.7 of the Law.  6.9. The Client releases the deposit equal to the amount specified in the warrant when it is pursuant to the GCC Clause 6.9.  6.10. Quality assurance bond released when no defect detected for the period it covers.  6.11. The Client releases the bond after deducting the cost of remedy or loss pursuant to the GCC Clause 8.6.  6.12. When remedy pursuant to the GCC Clause 8.5, original warranty and damage claim application due dates remain the same. |
| **Warranty** | 6.13. Warranty must be applied to the Works and its parts and shall be indicated in the SCC.  6.14. The Client has the right to demand the Contractor remedy action under warranty. |
| **7. RISK AND INSURANCE** | |
| **Third Party Damage** | 7.1. The Contractor is responsible for any material and non-material (death, and injury) damage, the result of action (inaction) of the Contractor or sub-contractor or its authorised person during the Works operation and performance.  7.2. The Contractor is not responsible for any material and non-material (death, and injury) damage, the result of action (inaction) of the Client or its authorised person. |
| **Client Risk** | 7.3. The Client risks are limited to:  7.3.1. Damages or loss due to Force Majeure events after the Works handed over;  7.3.2. Damages or loss of the Works or its parts when the Contractor issued the hand-over notice but the Client fails to honour its obligation;  7.3.3. Damages and loss of the Works, materials, equipment caused by the Client’s wrongdoing action (inaction);  7.3.4. Risks related to design errors and inaccuracy.  7.4. The Client is not responsible for risks associated with its refusal to accept the Works due to defects. |
| **Insurance** | 7.5. The Contractor shall have insurance specified in the SCC covering the Works from the start to the completion dates.  7.6. The Contractor shall have third party insurance against health and property damages caused by the Contractor or its subcontractor action (inaction).  7.7. The Contractor submits to the Client’s Representative an insurance agreement and insurance policy copies.  7.8. When the Contractor fails to submit the insurance agreement and the policy, the Client buys the insurance policy and associated costs to be recovered from the Contractor’s payments.  7.9. The terms of insurance policy shall not be modified without the Client’s Representative’s approval. |
| **8. DEFECTS** | |
| **Defect Identification and Remedy** | 8.1. The Works and its parts shall not have any mismatch or defects.  8.2. The Client’s representative gives test and examination instructions to identify or to reveal the Works defects or mismatch suspected or hidden to the Contractor.  8.3. The Client shall give a notice to the Contractor of any defects for remedy before the Defects Liability Period ends.  8.4. The Contractor shall start remedy action upon receiving the notification of defects.  8.5. After receiving notification of defects, the Contractor shall remedy the defect at own expense within the timeframe specified in the notification.  8.6. When the Contractor fails to remedy the defect within the timeframe specified in the notification, the Client may take remedy action at own expense.  8.7. The Client’s expense of remedy action shall be compensated by the Contractor in an incontestable manner.  8.8. Warranty extends for the duration of time when the Client was not able to use the Works or its part under the remedy. |
| **Hidden Defects** | 8.9. The Contractor is responsible for hidden defects or its effects of the Work or its part revealed after the Works acceptance document (certificate) signed by the Client. |
| **Design Defects** | 8.10. When the design and the drawings were provided by the Client, it is responsible for any consequences or effects (error or inaccuracy in design drawings) of such defects.  8.11. The Contractor is responsible for the Detailed Design and other associated documentation, information data accuracy. |
| **9. CONTRACT TERMINATION** | |
| **Client Initiation** | 9.1. The Client has the right to terminate the Contract for following actions:  9.1.1. The Contractor leaving the Site five (5) and more days without justification;  9.1.2. The Contractor fails to complete the Works within the extended deadline set by the Client;  9.1.3. The Contractor delegates its contractual obligation fully or partially to a third party;  9.1.4. The Contractor is charged for corruption for the procurement by a court and other authority;  9.1.5. A penalty specified in the SCC reached 50 (fifty) percent of remaining payments under the Contract;  9.1.6. The Contractor let subcontractors to perform 10 (ten) and more percent of the Works;  9.1.7. The Contractor’s business license ends, annuls, suspends and it fails to renew.  9.2. The Client has the right to terminate the Contract anytime beyond GCC Clause 9.1. |
| **Contractor Initiation** | 9.3. The Contractor has the right to terminate the Contract for following actions:  9.3.1. The Client fails to honour its contractual obligation on time and in an extended deadline;  9.3.2. A penalty specified in the SCC reaches 50 (fifty) and more percent of the remaining payments;  9.3.3. The Works suspension by the Client affects the Contractor’s rights and business interests. |
| **Termination Procedure** | 9.4. The party that initiates the Contract termination shall notify the other party on a new deadline for remedy actions, which must be a reasonable timeframe for the Works completion.  9.5. No further extension granted when the party fails to honour its obligation to the new deadline or no progress in performance, or the Client provided a deadline extension pursuant to the GCC Clause 4.8.  9.6. The party issues the Contract termination notice to the other party when there is no further extension granted, or no response to the notification granting deadline extension, or no remedy action performed within a deadline.  9.7. The Contractor receiving the notice specified in the GCC Clause shall halt all the operation except provisions related to the Site safety and security, handing in the Works related documentation to the Client in exchange of a receipt of notice. |
| **Payment Upon Termination** | 9.8. The party has a right to demand the payment for the Works performed up until the Contract termination date, for the termination pursuant to the GCC Clause 9.1.  9.9. Following costs shall be reimbursed to the Contractor for the termination pursuant to the GCC Clause 9.2:  9.9.1. For the Works performed up until the Contract termination date ;  9.9.2. For the expense related to removal of the Contractor equipment from the Site;  9.9.3. Reimbursements to subcontractors related to the Contract termination;  9.9.4. The cost of the Site safety and security;  9.9.5. Direct cost related to the Contract termination. |
| **10. OTHER PROVISIONS** | |
| **Notification** | 10.1. The Parties communication, notice, instruction, information shall be performed via the Representatives.  10.2. Notifications (not limited to license, permit, refusal, warranty, certificate, security, invoice, decision, request, notice, letter) concerning the Contract performance shall be made in writing.  10.3. The notification must be personally delivered or via certified mail to a party’s representative, indicated in the Notice of Award.  10.4. The notification deemed received in following situations:  10.4.1. A receipt date for a certified mail;  10.4.2. A notice of receipt signed date when personally delivered.  10.5. A party changing its office and/or postal address, contact telephone shall inform the other party immediately in writing.  10.6. Cost of effects caused by failure to honour obligation pursuant to the GCC Clause 10.5 shall be borne by the responsible party.  10.7. In emergency notification may take a form different to that of pursuant to the GCC Clause 10.2, nonetheless a written form must replace it when convenient. |
| **Representative Replacement** | 10.8. The Parties may replace its representative.  10.9. A party shall inform immediately the other party on replacement decision.  10.10. The letter shall contain a new representative’s information: Family name, given name, position, contact telephones (office and mobile), e-mail address.  10.11. A previous representative authority ceases to exist upon the replacement notification issued. |
| **Conditions for the Works Modification and Adjustment** | 10.12. For quality, efficiency, safety improvement the Works modification may be considered for technically and technical and technological upgrades within the Works’ scope, but not affecting the Contract performance deadline and the Contract price.  10.13. When the Parties agreed to modify the Works, the Contractor shall propose the modification.  10.14. The Client issues the modification notice when the modification proposal meets specifications pursuant to the GCC Clause 10.2.  10.15. The Contractor is responsible for the effects of modification not endorsed by the Client, including technological errors, the performance overrun, price increase. |
| **Force Majeure** | 10.16. The Contractor shall immediately inform the Client Representative in writing on a Force Majeure delaying the Contract performance. In an emergency, a communication form pursuant to the GCC Clause 10.7 may be used.  10.17. The Contractor seeks every opportunity to continue the Contract performance till the Client gives an instruction.  10.18. The Client gives an instruction concerning the Force Majeure within reasonable time and the parties seek every opportunity to continue the Contract performance.  10.19. When the parties efforts fails to produce desired outcomes, the Contractor may take an action pursuant to the GCC Clause 4.5. |
| **Intellectual Property Right Violation** | 10.20. Intellectual property right violation case ruled by the authority is the responsibility of the party involved and related expense shall be borne by that party. |
| **Penalty** | 10.21. A penalty applies to the Client for a late payment based on the number of days overdue, and its rate as the percentage of the payment must be specified in the SCC.  10.22. A penalty applies to the Contractor for a failure of meeting the performance deadline based on the number of days overdue, and its rate as the percentage of the payment must be specified in the SCC.  10.23. The Parties shall not disclose information relevant to the Contract performance and filed under confidentiality to a third party except the other party agreed to its disclosure or requested by the authority.  10.24. The party stamps its confidential document with a mark and its disclosure shall accompany a confidentiality agreement to be signed by other party. |
| **Conflict Resolution** | 10.25. Negotiation is the preeminent mode of conflict resolution for the Parties concerning the Contract or its part.  10.26. After unsuccessful negotiation the case must be filed to the Mongolian court. |

# SECTION IX. PARTICULAR CONDITIONS (PC)

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

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| --- | --- |
| GCC 4.1. | Start of the works**:** Within 3 days of the Contract signing |
| GCC 4.2. | Detailed work plan (schedule) submission date: October 30th, 2022 |
| GCC 4.9. | Progress report submission date: Quarterly |
| GCC 5.2. | Price adjustment application***:*** Not applicable  If price adjustment is applicable, it shall only reflect changes in the cost of labour and material components using the formula below where adjustment value is Pc:  Pc = Ac + Bc Imc / Ioc  Pc– Contract Price adjustment value in currency “c”;  Ac ба Bc– The Contract Price fraction in currency “c”, specified in the Special Contract Condition;[[27]](#footnote-27)  Imc– End of month invoice “c” currency exchange rate;  Ioc– “c” currency exchange rate prevailing on the day of bid opening  If the rates changed since the last calculation, it will be reflected in the next invoice. Rates reflect in full cost fluctuation. |
| GCC 5.4. | Advance payment: No |
| GCC 5.5. | Advance payment schedule: Not applicable |
| GCC 5.6. | Payment schedule: Quarterly  Instalment schedule:   * Issues an invoice after the Design Engineer endorses a progress report quarterly. * Quality assurance bond, 5% of the Contract Price is withheld till it due. |
| GCC 6.1. | Advance payment security: Not applicable |
| GCC 6.8. | Quality assurance bond:  Application of quality assurance bond: Applicable  When it is applicable its value: 5% of the Contract Price |
| GCC 6.14. | Quality assurance covers:  As specified in the Construction Law of Mongolia. |
| GCC 7.5. | Insurance coverage:   1. Construction works. 2. Third party indemnity. 3. Professional indemnity for professionals and tradesmen subject to Article 44.3.2 and 44.3.3 of the Construction Law of Mongolia. 4. Life insurance for labour at construction site. |
| GCC 10.21. | The Client delay damage:  Late fee: Daily, 0.5% of the delayed contract performance cost, daily |
| GCC 10.22. | The Contractor delay damage:  Late fee: Daily, 0.5% of the delayed contract performance cost |
| **Other terms not reflected in the General Contract Condition** | |
| The Contractor documentation | The contractor prepares and submits to the Client/Employer required documents with its detailed report in soft and hard forms after construction work completion. |
| Geological, geotechnical, hydrogeological, climate conditions | The Contractor is agreed to natural and man-made landscape conditions, work conditions concerning geological, geotechnical, hydrogeological and climate conditions, regardless of having technical data and site related background information. The work to be performed based on geological and soil investigation information. |
| Access | The Contractor shall ensure safety of access routes, loading docks, adjacent roads and bridges, loading docks to protect individuals and property and responsible for site access maintenance and repair. |
| Material | The Contractor shall take a sample for material testing, and only with satisfactory material test results the Consultant or a design company representative authorizes its use/application.  The Consultant or a design company representative has a right to deny the material use/application that partially or fully damaged, or not up to hygiene and environmental standards requirements.  The Consultant or a design company representative is to monitor usage/application of only authorized materials and may carry testing and examination of it.  For the material partially or fully damaged, or not up to standard, the Consultant or a design company representative shall issue a Notice of Dissatisfaction with follow up action. |

1. A brief description of the type(s) of Works should be provided, including quantities, location of Project, delivery/construction period, application of margin of preference and other information necessary to enable potential Bidders to decide whether or not to respond to the Invitation. [↑](#footnote-ref-1)
2. Not applicable to direct contracting procurement. [↑](#footnote-ref-2)
3. *The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.* [↑](#footnote-ref-3)
4. *Substantial completion shall be based on 80% or more works completed under the contract.* [↑](#footnote-ref-4)
5. *For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant’s share, by value, shall be considered to meet this requirement.* [↑](#footnote-ref-5)
6. *Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).* [↑](#footnote-ref-6)
7. *Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).* [↑](#footnote-ref-7)
8. *Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.*  [↑](#footnote-ref-8)
9. *Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.* [↑](#footnote-ref-9)
10. *Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.* [↑](#footnote-ref-10)
11. *Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.* [↑](#footnote-ref-11)
12. *Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.* [↑](#footnote-ref-12)
13. For prepaid procurement replace with “*5. Valid without a specified date according to the bidding documents”*. [↑](#footnote-ref-13)
14. Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “*Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-14)
15. The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. [↑](#footnote-ref-15)
16. 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. [↑](#footnote-ref-16)
17. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder. [↑](#footnote-ref-17)
18. If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified. [↑](#footnote-ref-18)
19. If applicable [↑](#footnote-ref-19)
20. See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant / Bidder / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions. [↑](#footnote-ref-20)
21. For freelance experts (e.g. with retainer contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For sub-consultant staff indicate “Sub”. Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff. [↑](#footnote-ref-21)
22. The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-22)
23. The amount is equal to that of specified in the Prov. 22.1 of the ITB. [↑](#footnote-ref-23)
24. The amount is equal to that of specified in the Prov. 22.1 of the ITB. [↑](#footnote-ref-24)
25. The Government bond and/or security grace period is at least 3 month after the bid opening date. [↑](#footnote-ref-25)
26. 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. [↑](#footnote-ref-26)
27. AC and BC – The sum of these two fractions is always equal to 1 (one) for each currency. These fractions are like for most currencies. Fraction A consisting of constant price and other non-adjustable elements is approximate value (mostly 0.15). Adjusted total price to be added to the contract price. [↑](#footnote-ref-27)