



The Republic of Uganda

MINISTRY OF WATER AND ENVIRONMENT
FARM INCOME ENHANCEMENT AND FORESTRY
CONSERVATION PROGRAMME -PROJECT 2

**Procurement of Civil Works for Construction of Soil and Water
Conservation / River Training Structures for Wadelai, Doho II
and Ngenge Irrigation Schemes under FIEFOC 2 Project**

Lot 1: Doho II in Butaleja and Ngenge in Kween Districts

NCB No.: MWE/WRKS/19-20/00013

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Preface

This Bidding Document for Procurement of Goods has been prepared by Ministry of Water and Environment and is based on the Standard Bidding Document for Procurement of Goods issued by the Nordic Development Fund, dated June 2010.

The Standard Bidding Document for Procurement of Goods reflects the structure and the provisions of the Master Document for Procurement of Goods, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the Nordic Development Fund have required a change.

Standard Bidding Document

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Employer indicated in Section II, Bid Data Sheet (BDS) issues this Bidding Document for the procurement of Goods and related services as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the BDS.
 - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Nordic Development Fund (hereinafter called “the Bank”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. *Fraud and Corruption***
 - 3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Financing), Bidders, Suppliers, contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts¹. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

¹ *In this context, any action to influence the procurement process or contract execution for undue advantage is improper.*

- (i) “Corrupt Practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation;
- (iii) “Collusive Practice” is an arrangement between two or more parties⁴, designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “Obstructive practice” is
 - (v.1) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (v.2) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1(e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;
- (c) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of such Financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures⁶, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated⁷ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be included in Bidding Documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provisions stated in

⁶ A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the Nordic Development Fund Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid; or (ii) appointed by the Borrower."

Section VII, General Conditions.

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:
- a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
 - b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding

- process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid; or
 - (g) a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Borrower for the supervision of the contract.
- 4.4 A Bidder that is under a declaration of ineligibility by the Bank in accordance with **ITB 3**, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer or the Borrower.
- 4.6 Bidders shall not be under execution of a Bid-Securing Declaration in the Employer's Country.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Firms from an eligible country shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.10 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's policies on anti-

corruption and fraud and Bank's sanctions procedures⁸, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

- 5. Eligible Goods and Related Services**
- 5.1 All goods and related services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Employer's Requirements

- Section VI. Requirements

PART 3 Conditions of Contract and Contract Forms

⁸ See the Proposal for the Implementation of a Sanctions Process within the Nordic Development Fund Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."

- Section VII. General Conditions (GC)
 - Section VIII. Particular Conditions (PC)
 - Section IX. Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Bidder shall obtain the Bidding Document from the source stated by the Employer in the Invitation for Bids; otherwise the Employer is not responsible for the completeness of the Bidding Document.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the BDS. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the BDS, the Employer will organize a site visit.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be

in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise the following:

- (a) Letter of Bid ;
- (b) Completed Schedules as provided in Section IV, Bidding Forms;
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
- (d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence establishing the eligibility of the Goods and Related Services offered by the Bidder, in accordance with ITB 17.1 ;
- (g) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;
- (h) documentary evidence as specified in the BDS, establishing the conformity of the goods and related services offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms;
- (i) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners;
- (j) any other document required in the BDS.

- 12. Letter of Bid and Price Schedules**
- 12.1 The Bidder shall submit the Letter of Bid using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as well as the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's requirements as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer].
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be identified in the BDS, as will the method for their evaluation, and described in Section VI, Requirements.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified in ITB 14.2.
- 14.2 Unless otherwise provided in the BDS and the General Conditions (GC), the prices quoted by the Bidder shall be fixed.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid.
- 14.5 The terms *EXW*, *CIF*, *CIP*, and other similar terms shall be

governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.

14.6 Prices shall be quoted as required in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Employer. This shall not in any way limit the Employer's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country, in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) for Goods offered from within the Employer 's Country:
 - (i) the prices of the Goods, quoted as per Incoterms specified in the BDS;
 - (ii) sales tax and all other taxes applicable in the Employer's Country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Employer 's Country:
 - (i) the prices of the Goods, quoted as per Incoterms specified in the BDS;
 - (ii) all custom duties, sales tax, and other taxes applicable in the Employer 's Country and payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (c) for Related Services:
 - (i) the price of the Related Services inclusive of all customs duties, sales tax, and other taxes paid or payable in the Employer 's country, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any

account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 28. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated pursuant to ITB 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) for payment shall be as specified in the BDS.

16. Documents Establishing the Qualifications of the Bidder

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

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB 5**, Bidders shall complete the forms, included in Section IV, Bidding Forms.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

except as provided in **ITB 18.3**.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, at the option of the Employer, and as stipulated in the BDS, the original of either a Bid-Securing Declaration or a bid security using the relevant form included in Section IV, Bidding Forms. In the case of a bid security, the bid security amount and currency shall be as specified in the BDS.

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

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

- (a) an unconditional guarantee issued by a bank or surety;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

From a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Pursuant to the option stipulated at ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid

security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 38.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 37; or
 - (ii) furnish a performance security in accordance with ITB 38.

19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

19.9 If a Bid-Securing Declaration is executed in accordance with ITB 19.7, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries have been made shall be signed or initialled by the person signing the bid.

20.3 A bid submitted by a JVCA shall comply with the following requirements:

- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners; and
- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand. If so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. If so permitted in accordance with ITB 13, alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY" These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening

21.3 If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
- 25.1 The Employer shall conduct the bid opening in public, in the presence of Bidders` designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.
- 25.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be

opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

- 25.3 The Employer shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Examination of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence improperly the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

- 26.3 Notwithstanding ITB 26.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 29.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Determination of Responsiveness**
- 28.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB 11**.
- 28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 28.3 A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
- (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations

under the proposed Contract; or

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

28.4 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.

28.5 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28.6 Provided that a bid is substantially responsive, the Employer may waive any quantifiable nonconformity in the bid that does not constitute a material deviation, reservation or omission.

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

28.8 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

F. Bid Evaluation and Comparison

29. Correction of Arithmetical Errors

29.1 The Employer shall use the criteria and methodologies indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

29.2 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria.

29.3 If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited

or the Bid -Securing Declaration executed.

- 30. Conversion to Single Currency** 30.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in Section III, Evaluation and Qualification Criteria.
- 31. Bid Adjustments** 31.1 For evaluation and comparison purposes the Employer shall adjust the bid prices using the criteria and methodology specified in Section III. Evaluation and Qualification Criteria.
- 31.2 Unless otherwise specified in the BDS, no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria, and in accordance with the provisions stipulated in the Bank's Rules and Procedures for Procurement of Goods and Works.
- 32. Qualification of the Bidder** 32.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.
- 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 32.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price.
- 33. Comparison of Bids** 33.1 Subject to ITB 29, 30 and 31, the Employer shall compare all substantially responsive bids to determine the lowest evaluated bid.

- 34. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 34.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

G. Award of Contract

- 35. Award Criteria**
- 35.1 Subject to **ITB** 34.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 35.2 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.
- 36. Notification of Award**
- 36.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the works (hereinafter and in the Contract Forms called "the Contract Price").
- 36.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

36.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding process, and shall publish in UNDB online and at the Bank's website (www.ndf.int), the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

37. Signing of Contract

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

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

37.3 Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 38, the Employer will discharge its Bid Security, pursuant to ITB 19.

37.4 Notwithstanding ITB 37.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.

38. Performance Security

38.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of

contract, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

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

Section II. Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: MWE/WRKS/19-20/00013
ITB 1.1	The Employer is: Ministry of Water and Environment
ITB 1.1	<p>The name of the bidding process is: Procurement of Civil Works for Construction of Soil and Water Conservation/River Training Structures for Wadelai, Doho and Ngenge Irrigation Schemes under FIEFOC 2 Project: Lot 1: Doho II in Butaleja and Ngenge in Kween Districts</p> <p>The identification number of the bidding process is: MWE/WRKS/19-20/00013</p> <p>The number and identification of lots comprising this bidding process are: 1 Lot</p> <p>Lot 1: Lot 1: Doho II in Butaleja and Ngenge in Kween Districts</p>
ITB 2.1	The Borrower is: Government of Uganda, represented by Ministry of Water and Environment
ITB 2.1	The specific Bank financing institution is: Nordic Development Fund (NDF)
ITB 2.1	The name of the Project is: Farm Income Enhancement and Forest Conservation Programme -Project 2 (FIEFOC -2)
ITB 4.1 (a)	<i>The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.</i>
ITB 4.4	A list of debarred firms is available at: NDF's Website
B. Contents of Bidding Document	
ITB 7.1	<p>For clarifications purposes only, the Employer's address is: The Head, Procurement and Disposal Unit Street Address: Plot 3-7, Kabalega Crescent Road, Luzira City: Kampala ZIP Code: +256; Country: Uganda Telephone: 0417 889400, Electronic mail address: pdu@mwe.go.ug, kateregga9@hotmail.com</p>

	Requests for clarifications should be received by the Employer no later than 07 days prior to the deadline for submission of Bids.												
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date: 07th July 2022 Time: 11.00am (Local Time) Place: Ministry of Water and Environment Headquarters,</p> <p>A pre-bid sites visit conducted by the Employer shall be organized at the following dates, time and places:</p> <table border="1"> <thead> <tr> <th>Site/Scheme</th> <th>Date</th> <th>Time</th> <th>Place</th> </tr> </thead> <tbody> <tr> <td>Lot 1: Doho II Irrigation Scheme</td> <td>Thursday 28th June 2022</td> <td>11:00am</td> <td>Doho II Scheme Offices, Butaleja District</td> </tr> <tr> <td>Ngenge Irrigation Scheme</td> <td>Friday 29th June 2022</td> <td>11:00am</td> <td>Ngenge Scheme Offices, Kween District</td> </tr> </tbody> </table> <p>Bidders are encouraged to attend these site visits but it is not a mandatory requirement.</p>	Site/Scheme	Date	Time	Place	Lot 1: Doho II Irrigation Scheme	Thursday 28 th June 2022	11:00am	Doho II Scheme Offices, Butaleja District	Ngenge Irrigation Scheme	Friday 29 th June 2022	11:00am	Ngenge Scheme Offices, Kween District
Site/Scheme	Date	Time	Place										
Lot 1: Doho II Irrigation Scheme	Thursday 28 th June 2022	11:00am	Doho II Scheme Offices, Butaleja District										
Ngenge Irrigation Scheme	Friday 29 th June 2022	11:00am	Ngenge Scheme Offices, Kween District										
C. Preparation of Bids													
ITB 10.1	The language of the bid is: English												
ITB 11.1 (h)	<p>The Bidder must provide the following documentary evidence to establish the conformity of the <i>goods and Related Services</i> with the Bidding Document:</p> <ul style="list-style-type: none"> i) A Copy certificate of Incorporation/ Registration ii) An original copy of the bidder's Tax Clearance Certificate addressed to the Ministry of Water and Environment iii) An original copy of the Registered Powers of Attorney, that is specific to this assignment iv) A copy of the bidder's current trading license v) Audited Financial statements for the last three years vi) Properly filled Letter of bid 												
ITB 11.1 (j)	The Bidder shall submit with its bid the following additional documents: NIL												
ITB 13.1	Alternative bids are not permitted.												
ITB 13.2	Alternatives to the Time Schedule shall not be permitted.												
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Goods and Related Services, as further detailed in the Specification: none .												

ITB 14.2	Prices <i>shall be</i> fixed.				
ITB 14.6	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.				
ITB 14.8	Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100% of the quantities specified for this item of a lot.				
ITB 15.1	The currency of the bid and payment shall be: <i>Uganda Shillings (UGX)</i>				
ITB 18.1	The bid validity period shall be: 120 calendar days from the last day of submission of bids.				
ITB 19.1	The Bidder shall furnish a bid security in form of a bank guarantee as per format in this bidding document (section IV bidding forms) in the amount of specified for each lot being bid for <table border="1" data-bbox="418 850 1385 1014"> <thead> <tr> <th>Specific Lot</th> <th>Amount (UGX)</th> </tr> </thead> <tbody> <tr> <td>Lot 1 – Doho II and Ngenge Irrigation Schemes in Butaleja and Kween District</td> <td>36,000,000</td> </tr> </tbody> </table>	Specific Lot	Amount (UGX)	Lot 1 – Doho II and Ngenge Irrigation Schemes in Butaleja and Kween District	36,000,000
Specific Lot	Amount (UGX)				
Lot 1 – Doho II and Ngenge Irrigation Schemes in Butaleja and Kween District	36,000,000				
ITB 20.1	In addition to the original of the bid, the number of copies is: One (1) original and Three (03) copies				
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall be in form of: (a) Registered Power of Attorney or notarized Power of Attorney; and; (b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so, required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.				
D. Submission and Opening of Bids					
ITB 21.1	Bidders <i>shall not have</i> the option of submitting their bids electronically.				
ITB 21.1 (b)	The electronic bidding submission procedures shall be: <i>N/A</i>				
ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is: The Permanent Secretary, Ministry of Water and Environment				

	<p>Attention: Head, Procurement and Disposal Unit Street Address: Plot 3-7, Kabalega Crescent Road, Luzira Floor/Room number: Ground Floor/PDU Office City: Kampala Country: Uganda P.O Box 20026, Kampala-Uganda Telephone: +256-414-595041 Email: pdu@mwe.go.ug, kateregga9@hotmail.com</p> <p>The deadline for bid submission is: Date: 22nd July 2022 Time: 11:00a.m. (Local Time)</p>
ITB 25.1	<p>The bid opening shall take place at: Ministry of Water and Environment Headquarters Luzira Street Address: Plot 3-7, Kabalega Crescent Road, Luzira Floor/Room number: Ground Floor/PDU Office City: Kampala Country: Uganda P.O Box 20026, Kampala-Uganda Telephone: +256-414-595041 Date: 22nd July 2022 Time: 11:30a.m. (Local Time)</p>
ITB 25.1	The electronic bid opening procedures shall be: <i>Not Applicable</i>
F. Bid Evaluation and Comparison	
ITB 31.2	A margin of domestic or regional preference shall not apply.
G. Award of Contract	
ITB 35.2	<p>The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%</p>

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. *In accordance with ITB 28 and ITB 32, no other factors, methods or criteria shall be used.* The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1.	Evaluation Criteria and Methodology
1.1	Alternative Proposal (If permitted in accordance with ITB 13.1)
	Technical Alternative: Not Applicable
	Alternative Time for Completion: Not Applicable
1.2	Correction of Arithmetical Errors (In accordance with ITB 29.1)
(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly
(b)	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
(c)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(d)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
1.3	Conversion to a Single Currency (In accordance with ITB 30)
	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Uganda Shillings (UGX) The source of exchange rate shall be: <i>Bank of Uganda</i> The date for the exchange rate shall be: Prevailing BoU Exchange (selling rate) rate on the last date of bid submission
1.4	Discounts (In accordance with ITB 14.4)

	The Employer will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.
1.5	Quantifiable Nonmaterial Nonconformities (In accordance with ITB 28.8)
	The adjustment shall be made using the following methodology: <i>As described in the bidding document</i>
1.6	<i>Margin of Domestic or Regional Preference Not applicable</i>
1.7	Any other Criteria or Methodology
	<p>a) Site Organisation –</p> <p>Site Organisation Structure/Organogram should be indicated or included in the bid.</p> <p>b) Method Statement –</p> <p>Satisfactory method statement for the whole works is required.</p> <p>c) Mobilization Schedule –</p> <p>This is required.</p> <p>d) Construction Schedule –</p> <p>The Construction schedule shall show the work program of all major activities and sub-activities consistent with the works. It shall clearly show the key milestones and the Critical Path Activities.</p> <p>e) Contractor’s Equipment –</p> <p>Detailed under section qualification Section 2.6</p> <p>f) Personnel –</p> <p>Detailed under section qualification Section 2.5</p>
1.8	1. Methodology
	<i>1.1 The evaluation methodology to be used for the evaluation of bids received shall be Technical Compliance Selection (TCS) methodology</i>
	2. Summary of Methodology
	2.1 The Technical compliance selection methodology recommends lowest priced bid, which is eligible, compliant and substantially responsive to technical and commercial requirements of the bidding document, provided that the bidder is determined to be qualified to perform the

	<p>contract satisfactorily.</p> <p>2.2 The evaluation shall be conducted in three sequential stages –</p> <p>(a) A preliminary examination to determine the eligibility of the bidders and the administrative/commercial responsiveness of the bids</p> <p>(b) A detailed technical evaluation to determine technical responsiveness of the eligible and compliant bids; and</p> <p>(c) A financial comparison to compare costs of the eligible, compliant, responsive bids received in order to determine the best evaluated bid.</p> <p>2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass</p>
	<p>3. Preliminary Examination Criteria</p>
	<p>3.1 Eligibility Criteria</p>
	<p>The eligibility requirements shall be determined</p> <p>(a) Eligible bidders in accordance with ITB Clause 4</p>
	<p>The documentation required to provide evidence of eligibility shall be:</p> <p>(a) A certificate of registration issued by the Authority for bidders currently registered with the Authority or a copy of the bidder’s trading licence or equivalent and a copy of the bidder’s certificate of registration or equivalent for bidders not currently registered with the Authority;</p> <p>(b) A statement in the letter of bid that the bidder meets the eligibility criteria stated in 4.3;</p> <p>(c) A declaration in the letter of bid of nationality of the bidder;</p> <p>(e) Fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable.</p>
	<p>Administrative Compliance</p>
	<p>The PDE shall confirm that the following administrative compliance documents and information have been provided in the bid. If any of these documents or information is missing or contrary to the requirements in the bidding document, the bid shall be rejected.</p> <p>(a) Properly filled Letter of Bid, including:</p> <p>i. A brief description of the works and related services offered;</p> <p>ii. The total price of the bid; and</p> <p>iii. The appropriate duration of the bid validity;</p> <p>(b) Signature of the bid with Power of Attorney</p> <p>(b) Acceptable Bid security (both format, amount and validity)</p> <p>(c) Other documentary evidence establishing the bidders qualifications by filling the relevant forms furnished in section IV, Bidding Forms (required technical staff, equipment)</p>

	<p>4. Detailed Evaluation Criteria</p> <p>4.1 Commercial Criteria</p> <ul style="list-style-type: none"> a) A statement declaring acceptance of conditions of the proposed contract b) Acceptable completion schedule; c) Acceptability of the proposed program (work method and schedule), including relevant drawings and charts. <p>4.2 Technical Criteria</p> <p>The technical specifications detailed in section VI describe the minimum technical criteria requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section VI and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a Pass</p> <p>The bidder should submit documentation that shows he has completed at least 3 projects successfully of the same nature and complexity in the last 8 years accompanied with proof of signed contracts (attach signed agreement forms and certificates of completion) - verification of this information shall be carried out during the evaluation. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section IV, Bidding Forms.</p> <p>The bidder should provide letters of recommendation from previous Employer/Client for at least two major similar projects in the last 8 years with regard to:</p> <ul style="list-style-type: none"> (i) timely completion of the works (ii) nature o the scope of works (iii) quality of works (iv) cost of works <p>4.3 Financial Comparison</p> <p>4.3.1 Costs to be included in bid price</p> <p>The costs to be included in the bid price are;</p> <ul style="list-style-type: none"> (a) The total price given in the Activity Schedule/Bills of Quantities; (b) Taxes, duties and levies indicated separately. <p>4.3.2 Determination of best evaluated bid</p> <p>The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.</p>
	<p>Post qualification – Post qualification evaluation will be carried out by examination of the documentary evidence of the Bidder's <i>qualifications submitted by the Bidder in their bid. The employer shall conduct post qualification test prior to award of contract to assess and verify the authenticity of bidders' eligibility, capacity and suitability to satisfactorily meet the employer's requirements as submitted in the bidding document. Post qualification shall be done on the best evaluated bidder only</i></p>

2. Qualification Criteria

N.B.: This SBD for Procurement of Goods assumes that no Prequalification has taken place before bidding. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Bidder and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

2	<i>Qualification (Without Prequalification)</i>
2.1	<i>Eligibility (TABLE)</i>
2.2	<i>Historical Contract Non-Performance (TABLE)</i>
2.3	<i>Financial Situation (TABLE)</i>
2.4	<i>Experience (TABLE)</i>
2.5	Personnel (TABLE)
2.6	Equipment (TABLE)

2. Qualification Tables (Without Prequalification)

Qualification Criteria

Factor	2.1 Eligibility							
Sub-Factor	Criteria	Documentation Required						
	Requirement					Bidder		
						Single Entity	Joint Venture, Consortium or Association	
			All partners combined	Each partner	At least one partner			
2.1.1 Nationality	<i>Nationality in accordance with ITB 4.2.</i>	<i>Must meet requirement</i>	<i>Existing or intended JVCA must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Form ELI -1.1 and 1.2, with attachments</i>		
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JVCA must meet requirement	Must meet requirement	N / A	Letter of Bid		
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	N / A	Letter of Bid		

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Borrower's country law	Not having been excluded as a result of <i>the Borrower's country laws</i> or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria				Documentation Required	
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner		At least one partner
2.2.1 History of non-performing contracts	<i>Non-performance of a contract did not occur within the last three (03) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.</i>	Must meet the requirement itself or as partner to a JVCA	Must meet requirement	Must meet requirement	N/A	<i>Form CON - 2</i>

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.2.2 Failure to Sign Contract	Not being under execution of a Bid-Securing Declaration pursuant to ITB 4.6 for three years	Must meet the requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than Sixty five percent (65%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVCA	Must meet requirement	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON – 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
				All partners combined	Each partner	At least one partner
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last Five [05] years to demonstrate the current soundness of the bidders financial position and its prospective long-term profitability.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form FIN – 3.1 with attachments
2.3.2. Average Annual Turnover	Minimum average annual turnover of: Lot 1: Doho II and Ngenge Schemes UGX. 2,500,000,000 , calculated as total certified payments received for contracts in progress or completed, within the last Five (05) years	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form FIN –3.2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.3.3. Financial Resources	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(i) the following cash-flow requirement: Lot 1: Doho II and Ngenge Schemes UGX. 850,000,000 or equivalent;</p> <p>and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments.</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet Twenty five percent (40%) of the requirement</p>	<p>Must meet Forty percent (60%) of the requirement</p>	<p>Form FIN –3.3</p> <p>+</p> <p>Form CCC</p> <p>Form FIN –3.3</p> <p>+</p> <p>Form CCC</p>

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, <i>Consortium or Association</i>			
All partners combined			Each partner	At least one partner		
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form EXP 2.4.1
2.4.2 Specific Experience	(a)Participation as contractor, management contractor, or subcontractor, in at least Two (02) similar contracts, within the last Ten (10) years, with a value of at least UGX.1,000,000,000 or equivalent, that have been successfully and substantially completed (at least 80 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in	Must meet requirements for all characteristics	Must meet requirements for all characteristics	Must meet requirements for all characteristics	N / A	Copies of signed Contracts, Purchase Orders, Completion Certificates, Letters of satisfactory performance or equivalent

Factor	2.4 Experience					
Sub-Factor	Criteria	Bidder				Documentation Required
	Requirement	Single Entity	Joint Venture, <i>Consortium or Association</i>			
			All partners combined	Each partner	At least one partner	
	Section IV, Bidding Forms.					
2.4.2 Specific Experience	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>(i) Construction of soil and water conservation/River Training Structures</p> <p>OR</p> <p>(ii) Construction of hydraulic works comprising of storage dams, diversion weirs, valley tanks, flood control structures.</p> <p>For the above specific experience Bidders are required to:</p> <p>(i) Attach corresponding recommendations from the previous employers of the similar projects with specific</p>	Must meet requirement	Must meet requirements for all characteristics	Must meet requirements for all characteristics	N/A	Form EXP 2.4.1

Factor	2.4 Experience					
Sub-Factor	Criteria				Documentation Required	
	Requirement	Bidder				
		Single Entity	Joint Venture, <i>Consortium or Association</i>			
All partners combined			Each partner	At least one partner		
	highlight on quality of work done, timely execution, and financial strength of the firm (ii) Attach corresponding certified certificates/awards/letters/agreements of similar projects. Contracts stated must have attained atleast 80% works completion.					

2.5 Personnel

The Bidder for **each lot** must demonstrate that it will have the personnel for the key positions that meet the requirements below. For multiple lots, aggregate capacity will be required.

No.	Position	Minimum qualification	No.	Total Similar Work Experience (years)	In Similar Works Experience (years)
1	Project Manager	Degree in Civil Engineering, MSc in Civil Engineering/Construction Management, Registered with Engineers' Registration Board (ERB) or relevant body in other country	1	10	5
2	Site Engineer	Degree in Civil Engineering (Should have experience in construction of soil & water conservation/ river training structures,	2	10	5

		hydraulic works comprising of storage dams, diversion weirs, valley tanks, flood control structures)			
3	Site Surveyor	Degree in Land Surveying	2	8	5
4	Environment Health and Safety and (EHS) Officer	Degree in Environmental Science, Occupational Health or related discipline	2	6	3
5	Social Development Officer	Degree in Sociology or Social Sciences	2	6	3
6	Foreman Hydraulic/Drainage works	Higher Diploma in Civil Engineering	2	8	5
7	Foreman Earthworks	Higher Diploma in Civil Engineering	2	8	5
8	Materials Technician	Ordinary Diploma in Civil Engineering	2	8	5

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. The Bidders should attach certified copies of academic certificates and relevant certified professional registration certificates and passport size photo of proposed personnel.

2.6 Equipment

The Bidder **for the Lot** must demonstrate that it will have access to the key equipment listed hereafter (either by ownership, lease, hire).

No.	Equipment Type and Characteristics	Capacity	Minimum Number required (for the 2 sites)
1	Bull Dozer,	D6 or bigger	2
2	Excavators with bucket	1.5 m3 bucket or bigger	4
3	Grader	Minimum of HP150	2
4	Wheel loaders,	1.5 m3 bucket or bigger	2
5	Self-propelled water bowser,	7,000ltr min capacity	2
6	Dumpers/Tippers,	10-20 ton	4

7	Dewatering pumps,	8m ³ /hr	4
8	Surveyor's equipment (Total Station)		2

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

The Bidder should attach with the Form EQU documentary evidence of ownership, lease, hire such as registration books, agreements or memoranda or purchase order for the required equipment to be specifically provided for the proposed works for the Lot

Section IV. Bidding Forms

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Letter of Bid

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (**ITB**) Clause 8: _____;
- (b) We offer to supply, in conformity with the Bidding Document, the following Goods and Related Services: _____
_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
[amount in figures],
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to furnish a performance security in accordance with ITB 38 and GC 13, for the due performance of the Contract;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries, in accordance with **ITB** 4.2;
- (h) We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **ITB** 4.3, other than alternative offers submitted in accordance with **ITB** 13

- (j) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract), has not been declared ineligible by the Bank, or under a Bid-Securing Declaration in the Employer’s country, or under the Employer’s country laws or official regulations, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITB 4.4, 4.6 and 4.8, respectively. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **ITB** 4.3, other than alternative offers submitted in accordance with **ITB** 13;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of **ITB** 4.5;
- (l) We are / are not under sanction by the World Bank, the INDF, EBRD or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the country of the Employer, as such laws have been listed by the Employer in the bidding documents for this contract. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Price Schedule for Goods and Related Services

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

Name of the Bidder: _____

1	2	3	4	5	6	7	8
<i>Item No.</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin ¹</i>	<i>Quantity (No. of units)</i>	<i>Unit price ²</i>	<i>Import Duties, Sales Taxes and other Taxes, per unit ²</i>	<i>Total Price ³</i>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Notes:

¹ In accordance with margin of preference ITB Clause 31, if applicable

² In accordance with ITB Clauses 14 and 15

³ Indicate % of total amount to be paid in foreign currencies and exchange rates

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of

Dated on _____ day of _____, _____.

Form of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____ [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the *Letter of Bid*; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with **ITB 38**.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

Name: [insert complete name of Signatory]

Title: [insert title]

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Technical Proposal

Technical Proposal Forms

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Contractor's Equipment

Personnel

Others

Site Organization

Method Statement

Construction Schedule

Contractor's Equipment

Form EQU

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. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type 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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not 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	

Proposed Personnel

Form PER – 1

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

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

- 1.
- 2.

Others

Code of Conduct for Contractor’s Personnel Form

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

We....., [*enter name of Bidder*], undertake that once we are awarded the contract for[*enter description of the works*] to be carried out at [*enter the site and other locations where the works will be carried out*] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

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

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

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

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. Maintain a safe working environment including by:

- a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
 6. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
 7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 8. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
 9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
 11. Report violations of this Code of Conduct; and
 12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at

this address[] or by telephone at [.....] or in person at [.....]; or

2. Call [.....] to reach the Contractor's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Bidder's Qualification

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

Bidder Information Sheet

Form ELI – 1.1

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of Joint Venture, Consortium or Association (), legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, <i>or Registration</i> :
4. Bidder's Year of Constitution, Incorporation, <i>or Registration</i> :
5. Bidder's Legal Address in Country of Constitution, Incorporation, <i>or Registration</i> :
<p>6. Bidder's Authorized Representative Information</p> <p>Name:</p> <p>Address:</p> <p>Telephone/Fax numbers:</p> <p>Email Address:</p>
<p>7. Attached are copies of original documents of:</p> <p>Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of <i>JVCA</i>, letter of intent to constitute a legally-enforceable <i>JVCA</i>, including a draft agreement, or <i>JVCA</i> agreement, in accordance with ITB Clauses 4.1.</p> <p><input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Clause 4.5.</p>

Partner to JVCA Information Sheet
--

Form ELI – 1.2

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name:
2. JVCA Partner's legal name:
3. JVCA Partner's Country of Constitution, Incorporation, or Registration:
4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::
5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:
6. JVCA Partner's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Constitution, Incorporation or <i>Registration</i> of firm named in 1, above, in accordance with ITB Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Clause 4.5.

Historical Contract Non-Performance

Form CON – 2

Bidder’s Legal Name: _____ Date: _____

JVCA Partner’s Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
Pending Litigation, in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Current Contract Commitments

Form CCC

Bidders and each partner to a *JVCA* 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.

Name of contract	Employer, contact address/tel/fax	Value of outstanding supply (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation

Form FIN – 3.1

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____ ICB No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JVCA, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ (____) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

--

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- (a) Must reflect the financial situation of the Bidder or partner to a *JVCA*, and not sister or parent companies;
 - (b) Historic financial statements must be audited by a certified accountant;
 - (c) Historic financial statements must be complete, including all notes to the financial statements;
 - (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Average Annual Turnover

Form FIN – 3.2

Bidder's Legal Name: _____ Date: _____
 JVCA Partner Legal Name: _____ ICB No.: _____
 Page _____ of _____ pages

Annual turnover data		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for supply in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.

Financial Resources

Form FIN – 3.3

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 cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Experience

Form EXP – 2.4.1

Bidder's Legal Name: _____ Date: _____
 JVCA Partner's Legal Name: _____ ICB No.: _____
 Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ _____
If partner in a JVCA, specify participation in total contract amount	_____ %	US\$ _____
Employer's Name:	_____	
Address:	_____ _____	
Telephone/fax number:	_____	
E-mail:	_____	

Experience (cont.)

Form EXP – 2.4.1 (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
 JVCA Partner's Legal Name: _____

Similar Contract No. __ [insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Sub-Factor 2.4.1) of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

Section V. Bank Policy – Corrupt and Fraudulent Practices**NORDIC DEVELOPMENT FUND****POLICY ON
ANTICORRUPTION
AND
INTEGRITY**

Adopted by the Board of Directors
of the Nordic Development Fund 4 September 2012 with entry into force as of
1 October 2012



NDF Policy on Anticorruption and Integrity

1. Purpose and General Principles

- 1.1 This document (the “Policy”) sets forth the general principles, requirements and sanctions of the Nordic Development Fund (“NDF” or the “Fund”) in relation to deterring and combatting fraud and corruption that may occur in connection with NDF’s operations.

NDF is committed to ensuring that its funds are used solely for the purposes intended and that its operations are free from fraud and corruption. NDF expects that all persons and entities involved in activities financed or executed by NDF observe the highest standards of ethics and take all appropriate measures to prevent and combat fraud and corruption.

NDF takes all allegations of fraud and corruption seriously and will take appropriate measures to investigate and follow up on any such allegations. NDF’s Anticorruption Committee and Sanctions Committee handle allegations of fraud and corruption in accordance with the NDF Anticorruption Guidelines⁹.

In its work to prevent and deter fraud and corruption, NDF will cooperate with lead agencies, local authorities and other relevant third parties. NDF adheres to the principles and definitions commonly applied by international financial institutions and is committed to participating in the joint efforts of international financial institutions to combat fraud and corruption.

2. Scope

- 2.1 The provisions of this Policy cover fraud and corruption that may occur in connection with the use of any proceeds provided by NDF (“NDF Proceeds”) during the preparation and/or implementation of an activity financed and/or executed in whole or in part by the Fund (a “Project”).

The provisions of this Policy apply to:

- i. the entity which enters into a financing agreement¹⁰ with NDF (the “Recipient”);
- ii. all other persons or entities which receive NDF Proceeds as beneficiaries or end users;
- iii. persons or entities taking or influencing decisions regarding a Project or the use of NDF Proceeds;
- iv. persons and entities which are bidding or submitting proposals for contracts financed by NDF Proceeds;
- v. persons and entities executing or in any other way participating in a Project;
- vi. persons or entities which are responsible for the deposit or transfer of NDF Proceeds (whether or not they are actual beneficiaries of such proceeds).

⁹ Nordic Development Fund Anticorruption Guidelines, approved by the NDF Board of Directors 4 September 2012.

¹⁰ The term “financing agreement” shall include credit – and grant agreements but also any other agreement which result in NDF funds being committed for the purpose of one or more Projects.

All such persons and entities shall be regarded as “Participants”, whether or not they are in actual physical possession of any NDF Proceeds.

3. Definitions

3.1 The practices (each a “Prohibited Practice”) defined in this Section 3 are prohibited when engaged in by a Participant in connection with a Project or to NDF Proceeds. A Prohibited Practice is any corrupt, fraudulent, collusive, coercive or obstructive practice in a Project as such terms are defined below:

- a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- e) An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an NDF investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of NDF’s contractual rights of audit or access to information.

The above Prohibited Practices, as so defined, may be referred to collectively also as “fraud and corruption.”

4. Recipient Actions to Combat Prohibited Practices

4.1 In order to adhere to the general principles of this Policy the Recipient shall:

- a) Take all appropriate measures to prevent Prohibited Practices in connection with the use of NDF Proceeds, including, but not limited to:
 - (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that NDF Proceeds are used only for the purposes for which the NDF Proceeds were granted, and

- (ii) ensuring that all of its representatives¹¹ involved in the Project, and all Participants in the NDF Proceeds with which it enters into an agreement related to the Project, receive a copy of this Policy and are made aware of its contents;
- b) Immediately report to NDF any allegation or finding of Prohibited Practices in connection with a Project or with the use of NDF Proceeds that comes to its attention;
- c) If NDF determines that any person or entity referred to in (a)(ii) above has engaged in Prohibited Practices in connection with the use of NDF Proceeds or a Project, take timely and appropriate action, satisfactory to NDF, to address such practices when they occur;
- d) Include such provisions in its agreements with each Participant of NDF Proceeds as NDF may require to give full effect to this Policy, including but not limited to provisions:
 - (i) requiring such Participant to abide by Section 5 of these Guidelines;
 - (ii) requiring such Participant to permit a representative appointed by NDF to inspect all of their accounts and records and other documents relating to the Project required to be maintained pursuant to the financing agreement (between NDF and the Recipient) and to have them audited by, or on behalf of NDF;
 - (iii) providing for the early termination or suspension by the Recipient of the agreement with the Participant if such Participant is declared ineligible by NDF under Section 6 below; and
 - (iv) requiring restitution by such Participant of any amount of the NDF Proceeds with respect to which Prohibited Practices has occurred ;
- e) Cooperate fully with representatives of NDF in any investigation into allegations of Prohibited Practices in connection with the use of NDF proceeds; and
- f) In the event that NDF declares any Participant in NDF Proceeds ineligible as described in Section 6 below, take all necessary and appropriate action to give full effect to such declaration by, among other things exercising the Recipient's right to terminate early or suspend the agreement between the Recipient and such Participant and/or seeking restitution.

5. Actions of Other Participants to Combat Prohibited Practices

- 5.1 In order to adhere to the general principles of this Policy, each Participant, as defined in Section 2 above, shall:
- a) Carry out its Project-related activities in accordance with the general principles of this Policy and the provisions of its agreement with the Recipient referred to in Section 4 (d) above, and include similar provisions in any agreements related to the Project into which it may enter with other Participants;

¹¹References in this Policy to "representatives" of an entity also include its officials, officers, employees and agents as well as any consultants hired by the entity.

- b) Immediately report to NDF any allegation or finding of Prohibited Practices in connection with the use of NDF Proceeds that comes to its attention;
- c) Cooperate fully with representatives of NDF in any investigation into allegations of Prohibited Practices in connection with the use of NDF proceeds;
- d) Take all appropriate measures to prevent Prohibited Practices by its representatives in connection with the use of NDF proceeds including but not limited to:
 - i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the NDF Proceeds are used only for the purposes for which the NDF Proceeds were granted, and
 - ii) ensuring that all its representatives receive a copy of this Policy and are made aware of its contents;
- e) In the event that any representative of such Participant is declared ineligible as described in Section 6 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, either removing such representative from all duties and responsibilities in connection with the Project or, when requested by NDF or otherwise appropriate, terminating its contractual relationship with such representative; and
- f) In the event that it has entered into a Project-related agreement with another person or entity which is declared ineligible as described in Section 6 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, exercising its right to terminate early or suspend such agreement and/or seeking restitution.

6. Sanctions and Related Actions by NDF in Cases of Prohibited Practices

6.1 In order to adhere to the general principles of this Policy, NDF shall have the right to impose one or more of following measures or sanctions if at any time NDF determines that an individual or entity (the “Respondent”) has engaged in Prohibited Practices in connection with the use of NDF Proceeds:

- a) Reprimand: NDF may send a formal letter of censure of the Respondent’s behaviour.
- b) Debarment: NDF may declare a Respondent, either indefinitely or for a stated period of time ineligible:
 - (i) to be awarded future financing from NDF;
 - (ii) to be awarded a contract financed by NDF Proceeds;
 - (iii) to benefit from a contract financed by NDF Proceeds, financially or otherwise, for example as a sub-contractor; and
 - (iv) to otherwise participate in the preparation or implementation of the Project or any other Project financed, in whole or in part, by NDF.
- c) Restitution of Funds: NDF may require restitution of NDF Proceeds, where the Prohibited Practice is connected to a quantifiable amount which may be restored to NDF or the Recipient.

- 6.2 An individual or entity is debarred by NDF in accordance with Section 6.1 (b) above
- (i) if such entity or individual has been debarred by an international finance institution that has entered into the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 (“Agreement for Mutual Enforcement”), either as an original participating institution or as an additional signatory¹², provided the criteria for mutual enforcement in section 4 of that agreement are fulfilled.
 - (ii) for the purpose of a specific Project, if NDF’s lead agency for that specific Project has debarred or otherwise declared ineligible on grounds of fraud and corruption that entity or individual.

The period and terms for such cross-debarment will be in accordance with the decision of the sanctioning institution. However, should a debarment in accordance with this Section 6.2 be inconsistent with any legal or institutional considerations of NDF, NDF may decide not to enforce such debarment.

- 6.3 NDF may also debar an individual or entity if such individual or entity has been debarred or otherwise declared ineligible on grounds of fraud and corruption by another financing institution. Such debarment will be decided upon in accordance with the procedure set out in the NDF Anticorruption Guidelines.

7. General provisions

- 7.1 The provisions of this Policy do not limit any other rights, remedies, administrative measures or obligations of NDF or the Recipient under a financing agreement or any other document to which NDF and the Recipient are Parties.

- 7.2 If a sanction or measure is imposed on an individual or an entity in accordance with this Policy, information concerning the identity of each sanctioned party, the findings related to the Prohibited Practice and the sanctions imposed may be disclosed by NDF to Recipients, other international organisations, governmental authorities and such other parties, including the public, as deemed appropriate by NDF.

- 7.3 If NDF believes that the laws of any country may have been violated by the Respondent, NDF may at any time refer the matter to appropriate governmental authorities.

¹²Currently African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group, World Bank Group

PART 2 – Employer’s Requirements

Section VI. Requirements

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1. SCOPE OF WORKS

DOHO IRRIGATION SCHEME IN BUTALEJA DISTRICT

- (ii) Construction of levees to both banks of Manafwa River.
- (iii) Construction of box culverts
- (iv) Excavation of drainage channels
- (v) Construction of structural walls to protect river side walls and banks
- (vi) Manafwa River dredging and training

NGENGE IRRIGATION SCHEME IN KWEEN DISTRICT

- (i) Construction of a dyke
- (ii) Construction of box culverts
- (iii) Excavation of drainage channels and lining
- (iv) Construction of Gabion walls to protect river side walls and banks
- (v) Kabachirya River dredging and training

2. Technical Specifications

INTRODUCTION

Preamble

The following Specification describes the Quality of Work expected of the Contractor during Construction. The specification describes various aspects of Work and Structure Components for the **Construction of Soil and Water Conservation/River Training Structures in Doho & Ngenge Irrigation Schemes** and is supplemented by the Bill of Quantities. The bidder shall include the performance bond, insurance of works and insurance of contractor's equipment in its estimates.

Entry onto the Sites

Prior to the commencement of construction, the Client or his authorized representative shall supply to the Contractor, the names and addresses of contact persons. The Contractor shall notify the Client or his authorized representative 14 days in advance of his intention to start work at the site.

The Contractor shall keep records of the dates of his entry onto and departure from site, together with the date of removal of all the enclosures, and shall furnish copies of these records when required by the Resident Engineer.

Survey of Properties and Lands

Where appropriate, the Client or his authorized representative shall arrange for surveys to be carried out, in conjunction with the Contractor, owners or occupiers, of the properties, lands or crops that may be affected by the works.

Before any work affecting such properties, lands or crops commences, the Contractor shall confirm to the Client or his authorized representative in writing that the relevant survey is a true and accurate record of their condition.

Site Fencing

Where the types and locations of temporary fencing are described in the contract, the Contractor shall erect such fencing as soon as he is given possession of the relevant portions of the site. The Contractor shall regularly inspect and maintain all fencing and any defects made good without any delay.

Access shall be provided in temporary fencing as necessary for the occupiers of the adjacent lands where necessary. Temporary fencing shall remain in place until either permanent fencing or the works are sufficiently completed to enable that portion of the site to be brought into use.

Levels and Reference Points

The Contractor shall supply to the Client or his authorized representative details of location of the temporary benchmarks and reference points that he intends to use.

The Contractor shall satisfy himself that the existing ground levels as indicated in the contract are correct. Should the Contractor wish to dispute any levels, he shall submit to the Client or his authorized representative, the position of the levels considered being in error and re-submitting a new set of revised levels. The existing ground levels shall not be disturbed before the Client or his authorized representative's decision as to the correct levels is given.

Bill Posting and Advertising

The Contractor shall not undertake or allow billposting or advertising of any kind upon the works without the written consent of the Client or his authorized representative.

Interference with Land Interests

The Contractor shall confine his constructional operations within the site, or such other areas of land as may be negotiated, and shall instruct his employees not to trespass.

Subject to any unavoidable disturbance that may be necessitated by the execution of contract, the Contractor may not interfere with any other activities.

Before exercising any right negotiated in connection with way leaves or accommodation outside the site, the Contractor shall notify the Client or his authorized representative in writing of such arrangements.

Interference with Access to Properties

Before interfering with access to any property, the Contractor shall provide alternative arrangements. The Contractor shall notify the Client or his authorized representative and the relevant occupiers in writing 14 days in advance of any such interference and shall confirm to the Resident Engineer that alternative arrangements have been made.

Terms and Conditions

Procedure for Complaints and Claims for Damage

Details of all claims or warnings of intended claims that the Contractor may receive in respect of matters against which he is required by the contract to indemnify the employer shall be notified without delay to the Resident Engineer, who shall likewise pass to the Contractor any such claims or warnings which may be submitted directly to the Client or his authorized representative.

A similar exchange of information shall also be made in relation to all complaints that may be received.

The Contractor shall notify the Client or his authorized representative in writing immediately following any damage or injury arising out of execution of works.

Protection against Damage

The Contractor shall take all necessary precautions to avoid causing any unwarranted damage to roads, lands properties, trees and other features and during the currency of the contract, shall deal promptly with any complaints by the owners or occupiers.

Tidiness of the Site

The Contractor shall be responsible for the proper upkeep and maintenance of the site and the works and shall remove from the site rubbish and other waste as it accumulates. Materials and equipment shall be positioned, stored and stacked in an orderly manner.

Emergency Arrangements

The Contractor shall maintain arrangements whereby he can quickly call out labour outside normal working hours to carry out any work needed for an emergency associated with the works.

The Contractor shall acquaint himself and his employees with any relevant local arrangements that are in existence for dealing with emergencies.

Explosives and Dangerous Substances

No explosive or other dangerous substance shall be brought onto the site or used for any purpose unless the Contractor has previously obtained the written approval of the Client or his authorized representative.

The location of each explosives magazine and store of any other dangerous substances on site shall be approved in writing by the Client or his authorized representative.

The storage of blasting explosives shall be in accordance with the conditions of the statutory license obtained by the Contractor and the relevant provisions of BS 5607.

Contractor's Campsite

The Contractor's camp, shop, office and the yard area shall be located and arranged in a manner to preserve trees and vegetation to the maximum possible extent. On abandonment, all camp, storage and construction buildings, including concrete footings and slabs, and all construction materials and debris shall be removed from the site. The camp area shall be left in a neat and natural appearing condition.

British Standards and Other Documents

British regulations and other documents referred to in the contract shall be deemed to be those current 42 days prior to the date of return of the tenders.

Any reference in the contract to a standard published by the British standards Institution, or to the specification of another body, shall be construed equally as reference to an equivalent one.

Diversion and Care of Water Resources

The Contractor shall construct and maintain all necessary cofferdams, drains, sumps and other temporary diversion and protective works; shall furnish all materials required therefore; and shall furnish, install and maintain, and operate all necessary pumping and other equipment for the removal of water from the various parts of the work and for maintaining the foundations and other parts of the work free from water.

All protective works constructed are not part of the permanent structure shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatever of the flow of water over the spillway or outlet works.

Plan for Diversion Works or Drainage

Prior to starting on any work on the diversion and care of the river and removal of the water from the valley tanks or foundations, the Contractor shall submit for approval a water control plan showing his proposed method for diversion and care of the stream or river during construction and removal of water from the foundations or existing ponds /tanks.

The plan may be placed in operation upon approval, but nothing in this section shall relieve the Contractor from full responsibility for the adequacy of the diversion and protective works.

Removal of Water from Foundations

The Contractor's method of removal of water from foundation excavations shall be subject to the approval of the Client or his authorized representative. Where excavations for cut off trenches in embankment foundations extend below the water table in common material; the portion below the water table shall be de-watered in advance of the excavation.

The de-watering shall be accomplished in a manner that will prevent the loss of fines from the foundation, will maintain the stability of the excavated slopes and bottom of the cut off trench, and will result in the construction operations being carried out in the dry.

The Contractor will also be required to control seepage along the bottom of the cut off trench, which may require supplementing the approved de-watering systems by pipe drains leading to sumps from which the water shall be pumped.

During the placing and compaction of the embankment material in a cutoff trench, the water level at every point in the trench shall be maintained below the bottom of the embankment until the compacted embankment in the cut off trench at that point has reached a depth of 3m. When the embankment has been constructed to an elevation which will permit the de-watering systems to maintain the water at that level or at below the designated elevations as determined by the Client or his representative, the drains including the surrounding gravel shall be filled with mortar or clay.

Prevention of Water Pollution

The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage of solid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, underground water sources and the reservoir or tank areas. Such pollutants include but are not restricted to, refuse, garbage, cement, concrete, oil and other petroleum products, aggregate processing tailings and thermal pollution.

Un-watering work for earthwork operations adjacent to, or encroaching on, streams or water courses shall be conducted in a manner that will prevent muddy water and eroded materials from entering water courses by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means.

The required construction work may include such works as diversion of the stream construction and removal of coffer dams, specified earth work in or adjacent to a stream channel, and construction of turbidity control structures. Mechanized equipment shall not be operated in flowing water except as necessary to construct crossings or to perform the required construction.

Wastewaters from construction operations shall not enter streams, watercourses, or other surface water without the use of such turbidity control measures such as settling ponds. Any such wastewaters discharged into surface waters shall be essentially free of settleable material. For the purpose of these specifications, settleable material is defined as that material which will settle from the water by gravity during 1-hour quiescent detention period.

Site Drainage

All drains shall be constructed at the locations shown on the drawings or as directed. Care shall be exercised to avoid clogging of the drains during the progress of the work, and should any drain become clogged or obstructed from any cause before final acceptance of the work, it shall be cleaned in a manner approved by the Client or his authorized representative or replaced by at the expense of the Contractor.

The Contractor shall not allow water to lie in any parts of the works unless required to do so under the contract; water arising from or draining into the works shall be drained or pumped to an approved disposal point.

The Contractor shall take all necessary precautions to prevent any adjacent ground from being adversely affected by loss of fines through any de-watering process.

Where temporary drains are required, they shall be laid in a narrow trench formed below the bottom of the excavation in an approved position. The pipes shall be open-jointed and shall be surrounded with free draining granular materials.

Records shall be kept of all drainage system reinstatement work carried out, and a copy shall be given to the Client or his authorized representative.

DEMOLITION AND SITE CLEARENCE**General**

This shall include the demolition and removal of natural and artificial objects and obstructions to construction, which are above the original surface. It shall cover landscape preservation, clearing of site works and all other areas related to the works of trees and all other unwanted vegetation as determined by the Client or his authorized representative.

Landscape Preservation

The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction or defacing of the natural surroundings in the vicinity of the work

Except where clearance is required for permanent works, for approved construction of roads and for excavation operations, all trees, native and vegetation shall be preserved and shall be protected from damage which may be caused by the contractors operations and equipment.

Movement of crews and equipment within the right of way and over routes provided for access to the work shall be performed in a manner to prevent damage to crops or property.

No special replanting will be required under these specifications; however on completion of works and in addition to all other requirements of these specifications, all work areas should be smoothed and graded in a manner to conform to the natural appearance of the landscape.

Where unnecessary destruction damage or defacing may occur as a result of the Contractors operations the same shall be repaired or corrected at the Contractor's expense.

Clearing the Earth Dam (Bund), Weir & Canal network Sites

The areas to be occupied by the permanent construction required under these specifications and the surfaces of all borrow pits shall be cleared of all trees, stumps, (exposed) roots and other objectionable matter as determined by the Client or his authorized representative.

Disposal of Materials

Materials from clearing operations shall become the property of the Contractor and shall be at the Contractors option, buried or burned, removed from the site of work before the completion date or otherwise disposed off as approved.

Materials disposed off by burying shall be buried at locations approved by the Client or his authorized representative and shall be covered with not less than 600mm of earth material. Approved locations will be natural or excavated depressions in the farm areas which are not subject to erosion from stream flow or wave action.

Burning will be permitted only at times when conditions are considered favourable for burning and at locations approved by the Client or his representative. Materials to be burned shall be neatly piled and when in a suitable condition shall be burned completely. Piling should be located in a position as to prevent the least fire risk. The Contractor shall at all times take special precautions to prevent the fire from spreading to limits beyond the cleared areas and shall have available at all times suitable equipment and supplies for use in preventing and suppressing fires.

Cut timber, dead timber and other floatable or combustible material over 100 mm in diameter, to be disposed off by cutting to lengths, shall be trimmed and cut into approximate 2.0 m lengths. Such cut material may be sold off by the Contractor or hauled to stockpiles at locations as approved by the Client or his authorized representative. Cut material shall be neatly stacked into piles. All other similar material less than 100mm shall be chopped up and used in making barricades along the fence line.

Payment

Payment for clearing the areas to be occupied by the permanent construction and the surfaces of borrow pits, stockpile and waste pile pits will be made at the rate for site clearance in the bills of quantities.

The cost of clearing shall not be included in the rates in the schedule for other items of work.

EARTHWORKS

Introduction

Earthworks shall include excavation of suitable materials, filling, disposal of waste material and landscaping. It shall also include transportation of materials and backfill for trenches.

Classification of Excavation

General

Except as otherwise provided in these specifications, materials excavated will be measured and classified in excavation, to the lines shown on the drawings or as provided in these specifications, and will be classified for payment as follows

Common Excavation

Common excavation includes all material other than rock excavation. All boulders or detached pieces of rock less than 0.70m³ in volume will be classified as common excavation.

No additional allowance above the unit rate bid in the schedule for excavation will be made on account of the material being wet.

The Client or his authorized representative and the Contractor shall be present during the classification of the excavated material. On written request of the contractor made within 10 days after the receipt of the monthly estimate, a statement of the quantities and classifications of excavations between successive stations or in otherwise approved locations included in the said estimate will be furnished to the Contractor within 10 days of receipt of such a request. This statement will be considered as satisfactory.

Definition of Materials

Common Material: All earth material, which does not meet the requirement of rock.

Cobbles: Rounded pieces of rock, which are not greater than 300mm, but are larger than 75mm in maximum dimension.

Boulders: Detached pieces of rock generally rounded but may be sub rounded to angular, which are larger than 300mm in maximum dimension.

Soil Components: Soils in nature usually consist of a number of components. They are identified by the predominance of one of the components and other criteria given in the unified soil classification system.

- Clay- Plastic soil which passes a United states Standard No.200 sieve
- Silt- Non- plastic soil which passes a United States No.200 sieve
- Sand- Mineral grains which pass a United States No.4 sieve and retained on a United States Standard No.200 sieve
- Gravel- Pieces of rock which are not greater than 75mm in maximum dimension, and are retained on a United States Standard No.4 sieve.

Excavated Materials

So far as practicable, as determined by the Client or his authorized representative, all suitable materials from excavations for specified permanent construction shall be used in the permanent construction required under these specifications.

The Contractor's blasting and other operations in excavations shall be such that the excavations will yield as much suitable material as practicable, and shall be subject to the approval of the Client or his authorized representative.

Where practicable as determined by the Client or his authorized representative, suitable materials shall be excavated separately from the materials to be wasted and loads shall separate suitable materials during the excavation operations.

The suitable materials shall be placed in approved final locations directly from excavation, or shall be placed in the designated locations as directed by the Client or his authorized representative.

In excavating materials, which are suitable for embankment, the Contractor will carry out the necessary tests to designate the depths of cut which contain the best gradation for materials, and the cuts shall be made to such depths.

Excavated materials which after drainage or drying are suitable for the impervious portion of the embankment but which when excavated are too wet for immediate compaction shall be placed temporarily in stockpiles until the moisture content is reduced sufficiently to permit them to be placed in the embankment.

If after excavation, sand, gravel or cobble fill material has a moisture content greater than that required for placement and compaction in the embankment, the material shall not be placed on the embankment, but shall be placed temporarily in stockpiles and allowed to drain or dry until the moisture content is sufficiently reduced to permit it to be placed on the embankment.

Measurement and Payment

Excavated material shall be measured for payment, to the lines shown on the drawings, and will include material that is actually removed within the prescribed pay lines

Where concrete is to be placed directly on the excavations, such excavations shall be sufficient at all points to provide for the minimum dimensions of the concrete. Where dimensions of a concrete structure are shown on the drawings, such dimensions shall be considered as the minimum dimensions of the structure. Where a dimension is not indicated on the drawings, the Client or his authorized representative shall establish minimum dimensions.

Where concrete is to be placed directly upon or against the excavations and the character of the material cut into is such that the material can be trimmed efficiently to accurate dimensions by ordinary excavation, finishing methods to the required lines of the concrete structure as determined by the Client or his authorized representative, measurement for payment will be made only of the excavation within the lines of the concrete structure.

Where concrete is to be placed directly upon or against the excavations and the character of the material cut into is such that the material cannot be trimmed efficiently to accurate dimensions by ordinary excavation, as determined by the Client or his authorized representative, measurement of payment thereof will be made to the prescribed average dimension lines. The prescribed average dimension shall be considered as 75mm outside the neat lines for the concrete for purposes of measurement, for payment and excavation.

Where concrete protective coating is required to be placed for protection of finished structure foundations, the minimum excavation lines shown on the drawings or established by the Client or his authorized representative shall be increased by 50mm and measurement for payment and excavation for the structure will be made to the prescribed average dimension as prescribed above.

Measurement, for payment, of excavations upon or against which concrete is not required to be placed and excavation for trenches and pipe drains, including excavation for bedding, will be limited to the neat lines shown on the drawings or, where not shown on the drawings, to the most practicable lines, grades, and dimensions as established by the Client or his authorized representative.

Except for the diversion and care of the river during construction and the removal of water from foundations, the rates in the schedule for the excavation in open cut shall include the cost of all labour, equipment, and materials for the cofferdams and other temporary construction and of all pumping, draining and all other work necessary to maintain excavations in good order during and of removing such temporary construction where required.

The rates in the schedule for excavation shall also include the entire cost of:

- a) Excavation to approved depths.
- b) Draining or drying otherwise suitable materials.
- c) Transportation of materials from excavation to points of final use, when specified to disposal areas, to temporary stockpiles, and from temporary stockpiles to points of final use.
- d) Re-handling excavated materials, which have been deposited temporarily in stockpiles when directed.
- e) Removal of oversize materials from otherwise suitable materials and disposal of the same.
- f) Disposal of excavated waste materials.

All excavated materials actually placed in completed earthwork and embankment construction will again be included for payment under appropriate items of the schedule covering such construction. A bulking factor shall be deemed to have been included in the rates.

Borrow Areas

General

All materials required for construction, which are not available from excavations required for permanent construction under these specifications shall be obtained from chosen, borrow areas.

The Contractor must assume all responsibility for deductions and conclusions concerning the nature, moisture content, and texture of the materials, the percentage of oversize materials, the total yield of suitable materials, the difficulties of making the excavations, of breaking down or removal of oversize materials, and any other undesirable organic matter of obtaining a satisfactory moisture content and of obtaining a uniform mixture of materials.

Some exploratory test pits in the borrow areas will be open for inspection and the bidders should inspect the borrow areas and examine the test pits. Bidders are urged to sample and test materials from borrow areas prior to submitting bids at their own cost.

The type of equipment used and the Contractor's operations in the excavation of material from borrow pits shall be such as will produce the required uniformity of the mixture of each of the types of the materials at the borrow pits.

The location and extent of all the borrow pits within the borrow areas shall be as directed, and the Client or his authorized representative reserves the right to change the limits or location of the borrow pits within the limits of the borrow areas in order to obtain the most suitable materials, to minimize stripping, or for other reasons.

To avoid the formation of pools in borrow pits during excavation operations, drainage ditches from borrow pits to the nearest outlets shall be excavated by the Contractor where in the opinion of the Client or his authorized representative such ditches are necessary.

Borrow pits shall be operated and left in a condition so as not to impair the usefulness or mar the appearance of any part of the work or any other property by the Client or his authorized representative. The surfaces of the wasted materials shall be left in a reasonably smooth and even condition and shall be left with stable slopes and grassed to avoid erosion.

Roads, Buildings and Utility Lines in Borrow Areas

Prior to the relocation of a road, the Contractor shall not excavate within 16 m of the centerline of the road. The Contractor shall conduct his operations in such a manner as to permit continued use of the road and to provide safety to the public until such a time that the road has been relocated. The Contractor shall permit access as necessary to others for the purpose of relocation of this road.

Prior to the disposal of buildings, they shall be protected from damage from the contractors operations. The Contractor shall permit access as necessary to others for the purpose of disposal of these buildings.

Moisture and Drainage

The moisture content of the earth fill material prior to and during compaction shall be in accordance with the following properties

As far as practicable, the material shall be conditioned in the borrow pits before excavation. If required moisture shall be introduced into the borrow pits for the earth fill material by irrigation or any other appropriate method as may be proposed by the Contractor and approved by the Client or his authorized representative.

When moisture is introduced into the borrow pits for earth fill material prior to excavation, care shall be exercised to moisten the material uniformly to produce the required moisture content during compaction and avoiding both excessive runoff and accumulation of water in depressions.

The Contractor is cautioned to control carefully the application of water so as to avoid over-irrigation. If at any location in the borrow pits for earth fill material, before or during excavation operations, there is excessive moisture, as determined by the Client or his authorized representative, steps shall be taken to reduce the moisture by selective excavation to secure drier materials, by excavating and placing in temporary stockpiles materials containing excessive moisture, by excavating drainage ditches, by allowing adequate additional time for drying or by any other approved means.

To minimize operations with overly wet materials, the Contractor will be permitted to utilize portions of the borrow areas which contain dry material and which have been designated as suitable borrow pits to the greatest practicable extent consistent with obtaining a suitable mix of materials as to obtain the required moisture content as specified for the fill material.

The Contractor shall be entitled to no additional allowance above the unit rates in the schedule on account of the requirement for the excavation of drainage ditches, for stock piling, and re-handling of excavated materials which have been deposited in stock piles.

No additional allowance above the unit rate in the schedule will be made because of variation in the proportion between the wet and dry material, which is required to be excavated in order to obtain adequate suitable material.

Stripping and Waste

Borrow pit sites shall be cleared as provided in section of dam site clearing. They will be approved by the Client or his authorized representative as the work progresses, and the stripping operations shall be limited to only designated borrow pits.

The Contractor shall carefully strip the sites of the approved borrow pits of boulders, top soil, loam and other matter which is unsuited for the purposes for which the borrow pit is to be excavated.

The Contractor shall maintain the stripped surfaces free of excavation until excavation operations in other borrow pits are completed. The Contractor shall be entitled to no additional allowance above the unit rate in the schedule because of this requirement.

Materials from stripping which are suitable for top soil shall be selected during stripping operations, temporarily stock piled adjacent to the borrow pits if necessary, and spread over exhausted portions of borrow pits as directed by the Client or his authorized representative.

If materials unsuitable or not required for permanent construction purposes are found in the borrow pits, such materials shall be left in place or excavated and wasted as directed, payment for such excavation and disposal of unsuitable or excess materials will be made at the applicable unit rate per cubic meter bid in the schedule for excavation in borrow areas and transportation to the dam embankment.

Excavation and Transportation

The Client or his authorized representative will approve the depth of cut in all parts of the borrow pits, and the cuts shall be made to designated depths.

The earth fill materials delivered on the embankment shall be equivalent to a mixture of materials obtained from approximately uniform cutting from the full height of the designated face of the borrow pit excavation. Shallow cuts will be permitted in the borrow areas if un-stratified materials with a uniform moisture content are encountered.

The Contractor shall transport the materials to the embankment location designated by the Client or his authorized representative.

Measurement and Payment

Measurement for payment, of excavation, stripping borrow pits will be made in excavation and will include only the stripping in locations and to the depths as directed by the Client or his authorized representative.

Payment for excavation, stripping borrow pits will be made at the applicable unit rate per cubic meter bid in the schedule for excavation in borrow areas and transportation to the dam embankment, which price shall include the costs of selecting, stock piling, and spreading top soil over the exhausted portions of the borrow pits or otherwise disposing of the materials from stripping.

Disposal of Excavated Materials

Excavated materials that are unsuitable for or are in excess of permanent construction requirements shall be wasted.

The disposal of all excavated materials that are to be wasted shall be subject to the approval of the Client or his authorized representative, but the Contractor shall not be required to haul material to be wasted not more than 250m along the most practicable routes to the approved disposal areas.

Waste piles are to be located where they will not interfere harmfully with the natural flow of the stream and drainage channels, with construction operations in borrow areas, with the operation of the reservoir, or with the flow of water to or from the spillway or outlet works, and where they will neither detract from the appearance of the completed project nor interfere with the accessibility of the structures for operation. Waste piles shall be leveled and trimmed to reasonably regular lines.

The cost of transporting excavated materials from excavations to disposal areas, or to points of final use, including stockpiling and re-handling, if required, and of disposing of the excavated materials that are to be wasted, as provided in this section, shall be included in the applicable unit rate per cubic meter in the schedule for excavation.

CONCRETE WORKS

General

Concrete shall be used for wier mainetannce, inlet structures, lining of canals and for foundations works.

Materials

Concrete shall be composed of cement, sand and coarse aggregate, water as required and well mixed and brought to the proper consistency. In general, cement will be accepted on manufacturer's certification of compliance with specification requirements. Concrete shall except where otherwise described in the contract, be produced transported and assessed for compliance with the specification in compliance with the relevant provisions of BS 5328 Parts 3 and 4.

Cement

Cement serves as an adhesive and glues together the sand and stone in the concrete mix. Cement shall be ordinary Portland cement .It shall be factory produced by the manufacturer and shall comply with the provisions of the appropriate British Standard below:

Type	BS
Ordinary Portland	12
Masonry	5224

Storage of Cement

Cement easily absorbs moisture from the air and as a result loses strength during long periods of storage. Typical loses are given in the table below.

Period of Storage	Loss of Strength
3 Months	20%
6 Months	30%
12 Months	40%

Cement on a project site shall be stacked in a closely packed pile, not greater than 10 bags high (to prevent bottom bags from bursting) Close packing reduces air circulation between the bags. The cement pile shall be raised on a platform above the floor. Aged cement forms lumps. All lumps should be screened out of the cement before use; lumps, which cannot crumble by fingers, should not be used.

Water

Water in the concrete mix serves two purposes. First to take part in the hydration reaction of the cement and secondly to make the mix fluid and plastic enough so that it can easily be worked and placed. Water shall be free from objectionable quantities of silt, organic matter, salts and other impurities.

Sand and Coarse Aggregate

Sand and coarse aggregate shall be furnished by the contractor from any approved source. The sand particles shall be clean, hard, dense, durable, uncoated rock fragments that will pass a screen having 4 - 6.50 mm openings. The

sand shall be well graded from fine to coarse and shall be free from injurious amounts of dirt, organic matter and other deleterious substances.

The coarse aggregate shall consist of natural gravel or crushed rock and shall be clean, hard, dense, durable, uncoated rock fragments, free from injurious amounts of thin pieces, organic matter, or other deleterious substances. The coarse aggregate shall be reasonably well graded from 5 - 37.5 mm, and shall be separated into two sizes by an intermediate screen having 20 mm square openings. Screens having openings of other sizes and shapes may be used, if equivalent results are obtained.

The Client or his authorized representative reserves the right to test the sand and coarse aggregate and, if required, the Contractor shall submit, for preliminary tests and approval, representative samples of the sand and coarse aggregate proposed for use in the concrete works.

Composition

Sand and coarse aggregate shall be mixed in proportions as directed by the Client or his authorized representative.

The slump of concrete shall not exceed 50 mm for slabs, and 75 mm for all other concrete.

Concrete Mixes

Typical concrete mixes are given below:

Concrete Mix	Cement m ³	Sand m ³	Aggregate m ³
1:2:4	0.25	0.50	1.0
1:3:6	0.16	0.50	1.0

Batching and Mixing

The sand and coarse aggregate shall be weighed and proportioned on the basis of integral bags of cement unless the cement is weighed. Weighing equipment of the beam type shall be used. The Contractor shall provide equipment and shall maintain and operate the equipment as required to accurately determine and control the amount of each ingredient entering the concrete.

Batching shall be such that the combined inaccuracies in feeding and measurement of materials will not exceed 1.5% for water and weighed cement and 2% for sand and each size of coarse aggregate.

The concrete shall be uniform in composition and consistency throughout the mixed batch, and from batch to batch, except where changes in composition or consistency are directed. The mixing time shall be at least 1.5 minutes.

Excessive over-mixing requiring the addition of water to preserve the consistency will not be permitted. The mixers will and their operation are such that the concrete throughout the mixed batch and from batch to batch is uniform with respect to both consistency and grading. Any concrete retained in truck mixers so long as to require additional water to permit satisfactory placing shall be wasted.

Where a mixing pad is used it shall be as close to the final placing point as possible so as to prevent segregation (heavier aggregate sinking to the bottom and water rising to the surface). Concrete shall be re-mixed with a steel trowel prior to placing.

Forms, Preparations for Placing, and Placing

Forms shall be used to shape the concrete to the required lines. The surfaces of construction joints shall be clean, rough and surface dry when covered with fresh concrete or mortar. Cleaning shall consist of the removal of all laitance, loose or defective concrete, coatings, sand, sealing compound if used, and other foreign material.

The methods and equipment used for transporting the concrete, and the time that elapses during transportation, shall be such as will not cause appreciable segregation or slump loss in excess of 25mm in the concrete as it is delivered to work. Re-tempering of concrete will not be permitted. Any concrete, which has become so stiff that proper placing cannot be assured, shall be wasted. Formed concrete shall be placed in continuous approximate horizontal layers, the depth of which shall not exceed 500mm.

Concrete shall be vibrated until it has been consolidated to the maximum practicable density, is free from rock pockets of coarse aggregate, and closes snugly against all surfaces of forms and embedded materials.

All porous and fractured concrete shall be removed by chipping openings into the concrete shall be filled with dry pack, mortar or concrete as directed.

Exposed unformed surfaces of concrete shall be brought to uniform surfaces and worked with suitable tools to a reasonably smooth wood float or steel trowel finish as directed.

Reinforcement and Binding Wire

General

Steel reinforcement bars shall be placed in the concrete where shown on the drawings. Before reinforcement is placed, the surfaces shall be cleaned of heavy flaky rust, dirt, grease or other foreign substances. Reinforcement shall be accurately placed and secured in position so that it will not be displaced during the placing of concrete.

Reinforcement will be inspected for compliance with requirements as to size, shape, length, splicing, position and amount after it has been placed.

Binding wire for the steel reinforcement shall be 1.6mm diameter finally annealed mild steel wire complying with BS 105.

Steel reinforcement shall comply with the relevant provisions of the appropriate British Standard, as set out below:

Type	BS
Carbon steel bars	4449
Cold reduced steel wire	4482

Spacing of the Reinforcement

Spacing of the steel in the concrete should distribute the cross sectional area of the steel uniformly for a floor slab the bar area should not exceed 0.23% of the total cross sectional area. The following schedule will be used.

Table showing reinforcement schedule

Type of slab	Thickness mm		Spacing
	8mm	10mm	
Floor	80	15	
	30		40

Mortar

Mortar is a mixture of cement lime and sand in various proportions depending on the desired strength. It is used in masonry and to plaster walls for water proofness. Mortar shall be mixed only and when as required in the relevant proportions indicated in the following table, until its color and consistency are uniform. The constituent materials shall be accurately gauged allowing for the bulking of sand.

Nominal Mix by Volume

Class	Cement: Lime: Sand
M1	1:1/4:3
M2	1/2:4:4 1/2

Surface Finishes Produced without Formwork*Screeded Finish*

The concrete shall be levelled and screeded to produce a uniform plain or ridged surface as required. No further work shall be applied to the surface unless it is a first stage for a wood float or steel trowel finish.

Wood Float Finish

The screeded finish shall be wood floated under light pressure to eliminate surface irregularities.

Steel Trowel Finish

When the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface. The surface to the wood float finish shall be steel trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

Where the type of finish is not given it shall be wood float finish.

Surface Finishes Produced with Formwork*Rough Finish*

This finish shall be obtained by the use of moulds or properly designed forms of closely jointed sawn boards. The surface shall be free from substantial voids, honeycombing or other large blemishes.

Fair Finish

This finish shall be obtained from forms designed to produce a hard smooth surface with true clean arises. Only very minor blemishes shall be permitted and there shall be no staining.

Fair Worked Finish

This finish shall be obtained by first producing a fair finish and then filing all the surface blemishes with fresh, specially prepared cement and fine aggregate paste while the concrete is still green where possible. After the concrete has been properly cured the faces shall be rubbed down, if required to produce a smooth and even surface. If the surface is to be exposed during the final work, every effort shall be made to match the color of the concrete.

Curing of Concrete

Concrete shall be cured for a period not less than that given in the following table, by methods that shall ensure that cracking, distortion and efflorescence are minimized.

Type of Cement	Ambient Conditions after Casting	Minimum Period of Curing and	Protection Above
BS 12 and BS 4027	Average	3 days	
	Poor	4 days	

Environmental, Social, Health and Safety Requirements
The Ministry of Water and Environment's Environmental and Social
Safeguards Policy 2018 will apply to this project.



MINISTRY OF WATER AND ENVIRONMENT

ENVIRONMENT AND SOCIAL SAFEGUARDS POLICY

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2018

Forward

The Ministry of Water and Environment (MWE) prepared the Environmental and Social Safeguards (ESS) Policy Framework, to ensure that, in implementing development programs, positive social impacts are maximized while negative ones are minimized or avoided. Experience, has shown that different Entities encounter risks therefore the appropriate social safeguards should always be incorporated in their programmes.

Currently the MWE follows the Uganda Environmental Impact Assessment guidelines derived from the National Environment Management policy and Act (1994) as well as donor specific Environmental and Social Safeguard Frameworks (ESMF) as may be required by specific projects to address ESS issues arising from projects being implemented by the Ministry.

This framework will be applied to all projects/programmes funded by Government of Uganda, Development Partners including Climate Financing such as Adaptation and Green Climate Fund, for which the MWE has overall responsibility for monitoring their implementation. The Ministry at the same time will ensure transparency and accessibility of information, in addition to facilitating the resolutions of disputes with respect to environmental and social risks.

This ESS Policy Framework was prepared in a participatory manner involving all stakeholders, leading to ownership and readiness to implement it for sustainable social benefits.

I therefore, on behalf of the Ministry of Water and Environment and all executing entities wish to express our commitment and readiness to implement the ESS Policy requirements.



Alfred Okot Okidi
Permanent Secretary

Executive Summary

Currently, the Environmental and Social issues are being addressed basing on the National Environment Management Policy and other guiding documents including the Environment Impact Assessment (EIA) guidelines and other Tools developed by National Environment Management Authority (NEMA) while some projects have been using the World Bank Environment and Social Safeguards Policies and other donor -specific ES policies. These are normally actualized through development of Environment and Social Management Frameworks (ESMF) for specific projects and programmes. Other key existing laws and policies relating to the safety of environment and people are prescribed in the Uganda Constitution (1995), the National Environment Management Policy (1994), the Resettlement Policy, the Environment Management Act (1994), National Climate Change Policy (2015), National Gender Policy (2007), Equal opportunities Policy (2008), National Land Policy (2013), Water Policy (1997) among others.

In order to harmonize the current trend, MWE has developed an ESS framework based on 15 ESS principles. The Environmental and Social-Safeguards Framework (ESSF), document is intended to provide the general framework within which Government and Donor funded projects in the Ministry are to be implemented / executed, as far as consideration of Environmental and Social Safeguards are concerned. At this stage, all MWE's projects and other executing entities will be required to follow this framework to ensure that ESS aspects are adequately addressed. Where the need arises, project specific ESMF will be developed to ensure maximum benefits to the intended communities without compromising the 15 ESS principles.

The ESS is aimed to ensure that in implementing development programs, positive outcomes are maximized and negative outcomes are minimized. This framework will therefore ensure integration of environmental and social concerns in all stages of project development and all levels including national, district and local levels, with full participation of the people as means of minimizing environmental and social impacts. It will further ensure identification of key environmental and social issues/aspects that will affect or will be affected by the projects/programmes and ensuring that risks are screened against the 15 principles as well as specification of appropriate roles and responsibilities, and outlining the necessary reporting procedures, for managing and monitoring environmental and social concerns including compliance; grievance mechanism, and establishment of institutional capacity building requirements to successfully implement the ESS as well as monitoring to ensure compliance.

There are 15 principles which apply to MWE's ESS Policy which determine the scope of risk and impact assessments. Some principles always apply to all projects (*), some may or may not be relevant for a specific project/programme. The ESS principles are;

1. Compliance with the Law*-
2. Access and Equity
3. Marginalized and Vulnerable Groups-
4. Human Rights*
5. Gender Equality and Women's Empowerment
6. Core Labour Rights*
7. Indigenous Peoples
8. Involuntary Resettlement-

9. Protection of Natural Habitats
10. Conservation of Biological Diversity
11. Climate Change -
12. Pollution Prevention and Resource Efficiency- 13. Public Health
14. Physical and Cultural Heritage-
15. Lands and Soil Conservation-

At project formulation stage, each development project must highlight key environmental and social impacts both negative and positive impacts. For positive impacts enhancement measures are suggested whereas for negative impacts mitigation measures must be suggested to minimize these negative impacts on the environment and the communities in which the project is to be implemented.

The Ministry will screen all proposed projects and programmes to determine their potential to cause environmental or social harm, undertake Environmental and Social Assessments for all projects and programmes that have the potential to cause environmental or social harm and develop Environmental and Social Management Plans that identifies measures necessary to avoid, minimize, or mitigate the potential environmental and social risks and lastly monitor, evaluate and report to ensure that all environmental and social risks identified during project and programme assessment and design are adequately addressed during and after implementation. The framework also looks at Public Disclosure and Consultations as well as the grievance handling mechanisms.

Acronyms

AF	Adaptation Fund
CCD	Climate Change Department
ESMF	Environmental and Social Management Framework
ESS	Environmental and Social Safeguard
EIA	Environment Impact Assessment
GHG	Greenhouse Gas Emissions
MAAIF	Ministry of Agriculture, Animal Industry and Fisheries
MWE	Ministry of Water and Environment
MEMD	Ministry of Energy and Mineral Development,
MFPED	Ministry of Finance, Planning and Economic Development
NWSC	National Water and Sewerage Corporation
NDP-II	National Development Plan II
NEMA	National Environment Management Authority
NFA	National Forestry Authority
TPM	Top Policy Management
UNMA	Uganda National Meteorological Authority

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1.0 Introduction

The Ministry of Water and Environment (MWE) is a lead institution for the Water and Environment Sector. It is responsible for the overall coordination, policy formulation, setting standards, inspection, monitoring, and technical back-up and initiating legislation. It also monitors and evaluates sector development programmes to keep track of their performance as well as efficiency and effectiveness in service delivery.

The Water and Environment Sector encompasses managing water as a resource, establishing water infrastructure for development, harnessing weather and climate and promoting ecosystems and biodiversity resiliencies ‘The **Vision** is “*Sound management and sustainable utilisation of Water and Environment resources for the betterment of the population of Uganda.*’

Its’ **Mission** is ‘*To promote and ensure the rational and sustainable utilisation, development and effective management of water and environment resources for socio-economic development of the country*’ The **Mandate** of the Ministry is derived from the Constitution of the Republic of Uganda (1995) and the Local Governments Act, CAP 243 and includes *initiating legislation, policy formulation, setting standards, inspections, monitoring, and coordination and providing back up technical support to water and environment sub sectors.*

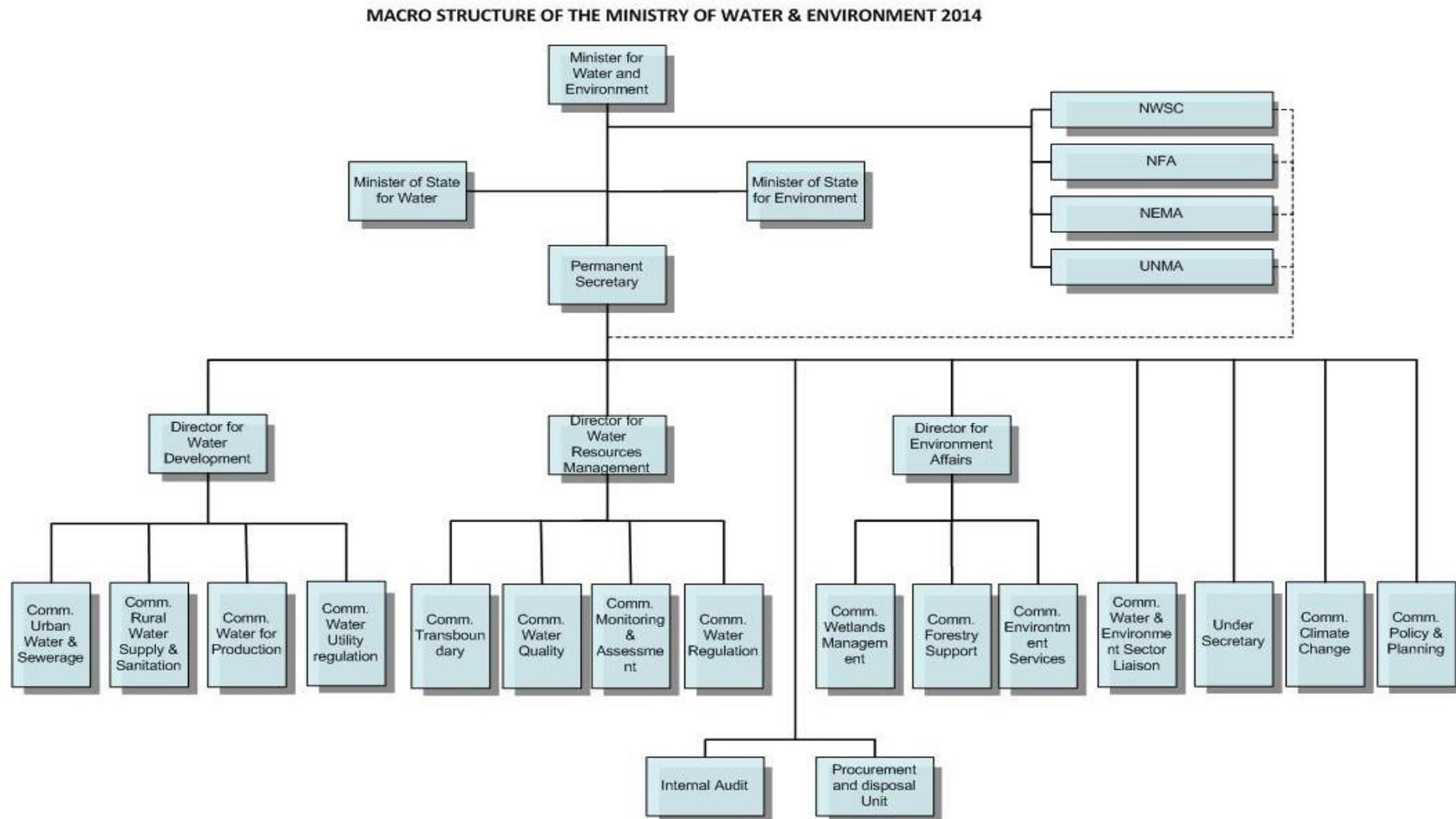
1.1 Institutional Framework

The Ministry is comprised of three of Water Resources Management (DWRM), Directorate of Water Development (DWD) and the Directorate of Environmental Affairs (DEA). In addition, the Ministry is supported by stand-alone departments in support to the technical departments namely the Finance and Administration, Water and Environment Sector Liaison, Policy and Planning and the Climate Change Department.

The ministry has affiliate semi-autonomous Institutions including the National Water and Sewerage Corporation which is a public and state owned utility currently providing water supply and sewerage services in large urban towns, the National Forestry Authority which is mandated to manage Central Forest Reserves and supply high quality forestry related products and services, the National Environment Management Authority responsible for ensuring sound environmental management practices for sustainable development as well as the Uganda National Meteorological Authority (UNMA) responsible for monitoring weather and climate, maintaining a climate database and providing regular advisories on the state of the weather and climate to government and any other clients including Agriculture sector, transport, disaster preparedness and the public. (**Figure 1**). Other key stakeholders include the Local Government, Donors, Civil Society Organisations, Private Sector and Local Governments are key implementers in the delivery of services in the sector.

The sector is guided by the Top Policy Management (TPM) headed by the Senior Minister and assisted by two Ministers of State for Water and Environment respectively. In addition is the Water and Environment Sector Working Group (WESWG) that is chaired by the Permanent Secretary, assisted by two co-chairs persons representing Water and Sanitation donor group and Environment and Natural Resources donor group. The WESWG is responsible for the overall sector coordination, resource mobilization and allocation as well as reviewing of progress. The Water and Sanitation Sub-Sector Working Group (WSSWG) and the Environment and Natural Resources Subsector Working Group (ENR-SWG) are responsible for the sector planning and priority setting, implementation, monitoring, supervision and management of their respective subsectors in support to the WESWG.

Figure 1: Macro Structure of Ministry Water and Environment



1.2 Strategic Objectives

In order to achieve its vision, the sector is guided by the following strategic objectives in the implementation of its policies and programs;

- i. To provide safe water within easy reach and hygienic sanitation facilities based on management responsibility and ownership by users to 79 percent of the population in rural areas and 100 percent in urban population by the year 2020, with 95 percent effective use and functionality of the facilities.
- ii. To provide viable urban Water Supply and Sewerage/Sanitation systems for domestic, industrial and commercial uses.
- iii. To develop water supply for production/multipurpose use for socio-economic development, modernize agriculture and mitigate the effects of climate change.
- iv. To manage the water resources of Uganda in a wise, integrated, sustainable and coordinated manner so as to secure water of adequate quantity and quality to meet all social and economic needs of present and future generations.
- v. To promote a sustainable productive Natural Resource Base (NRB) and healthy environment for improved livelihoods, poverty eradication and economic growth.
- vi. To develop capacity and promote sustainable harnessing and use of climate and weather resources for socio-economic development of Uganda.’
- vii. To coordinate and ensure compliance with Government policy, legislation, standards and regulations in the Ministry of Water and Environment and the affiliated agencies/institutions implementing or supporting programs related to Water and Environment.

2.0 Justification for Environmental and Social Safeguards Framework

The Ministry of Water and Environment has been implementing a number of projects and programs which inevitably affect the environment and vulnerable groups. Environmental and social issues have been addressed basing on the National Environment Management policy and other guiding documents including the Environment Impact Assessment (EIA) guidelines and other Tools developed by National Environment Management Authority (NEMA) while some projects have been using the World Bank Environment and Social Safeguards Policies and other donor ES policies. These are normally actualized through development of Environment and Social Management Frameworks (ESMF) for specific projects and programmes.

This Environmental and Social Safeguards Framework has been formulated to facilitate the MWE to effectively address the environmental and social issues for projects and programmes funded by the Adaptation Fund upon its accreditation in a harmonized and coherent manner in order to minimize negative Environmental and social impacts on the Environment and beneficiary communities during and after projects/programmes implementation.

2.1 Objectives of Environment and Social Safeguards Framework

This Environment and Social Safeguards Framework is to be used by the Ministry to ensure that all environmental and social safeguards are adequately addressed as required by the Adaptation Fund. The goal is to avoid unnecessary environment and social harm as a result of implementation of Adaptation Fund projects by the ministry which is a key requirement of the fund.

This Environment and Social Safeguards framework aims specifically at the following:

- i. To ensure integration of environmental and social concerns in all stages of project development and all levels including national, district and local levels, with full participation of the people as means of minimising environmental and social impacts
- ii. To identify key environmental and social issues/aspects that will affect or will be affected by the projects/programmes and ensuring that risks are screened against Adaptation Fund 15 principles;
- iii. To specify appropriate roles and responsibilities, and outlining the necessary reporting procedures, for managing and monitoring environmental and social concerns including compliance; and
- iv. To establish institutional capacity building requirements to successfully implement the ESS, with particular focus on monitoring framework for its implementation and compliance;

The following flow chart describes the process of ensuring that the ESS process is adhered to:

Fig 1: Demonstration of the adherence to the ESS process



3.0 Policy and Legal Framework

This Environment and Social Safeguards Framework is aligned to the principles relating to the safety of environment, and the people as enshrined in various laws and policies including among others;

3.1 The Constitution of the Republic of Uganda (1995)

The overarching policy document for ESS in Uganda is the Constitution of the Republic of Uganda, 1995 states that:

- i. The State shall ensure gender balance and fair representation of marginalized groups on all constitutional and other bodies (Constitution of the Republic of Uganda, 1995, Chapter V).
- ii. The State shall take all necessary steps to involve the people in the formulation and implementation of development plans and programs which affect them (Constitution of the Republic of Uganda, 1995, Chapter X).
- iii. The State shall protect important natural resources, including land, water, wetlands, minerals, oil, fauna and flora on behalf of the people of Uganda (Constitution of the Republic of Uganda, 1995, Chapter XII).

3.2 The National Environmental Management Policy (1994)

The National Environment Management Policy is a multi-sector crosscutting policy that is found in nearly every other policy. The National Environment Policy overall goal is 'to encourage sustainable development by wise use of natural resources while enhancing environmental quality without compromising the ability of future generations to meet their own needs'. The policy has six policy objectives, 18 guiding principles, 14 cross-sector policies and 4 (four) sector policies. The key objectives of the Policy are to:

- i. Enhance health and quality of life through sustainable development, sound environmental management and wise use of natural resources;
- ii. Encourage participatory integration of environmental concerns in all development policies, planning, and activities at national, district and local levels;
- iii. Conserve, preserve and restore ecosystems and maintain ecological processes and life support systems, especially conservation of national biological diversity;
- iv. Optimize resource use and achieve a sustainable level of resource consumption;
- v. Raise public awareness, sensitization and advocacy for a linkage between environment and development;
- vi. Ensure individual and community participation in environmental improvement activities.

The key underlying principles that support the policy include: - every person has a constitutional right to a clean environment; sustainable natural resource use; security of land tenure; the use of environmentally friendly technologies; enforcement of environmentally

friendly laws, involvement of gender and vulnerable groups, integration of environmental concerns in all sectors, involvement of the communities in decision making and meeting international and regional obligations.

3.3 National Development Plan II (NDPII 2015-2020)

The Policy is also consistent with the National Development Plan (NDP-II) for the period of 2015-2020 which highlights for the following: i) protecting, restoring, and maintaining the integrity of degraded fragile ecosystems; ii) increasing sustainable use of environment and natural resources; iii) increasing national forest cover and economic productivity of forests; iv) increasing the national wetland coverage; v) increasing the functionality and usage of meteorological information systems; and vi) increasing the country's resilience to the impacts of climate change. Furthermore, the NDPII also advocates for decent employment and labour productivity, provides social protection services, promotion of youth employment and participation, promote equality and women empowerment, and strengthening institutional capacity and redressing the imbalance and promoting equal opportunities for all.

3.4 The Local Governments Act, 1997

The Local Governments Act, 1997 implements the government's decentralization policy. The Local Government Act devolves some functions from the Central Government to district. The most relevant sections of the Local Government Act are summarised below.

Section 31 (1) (b) of the Local Government Act provides that a local government shall within its area of jurisdiction 'provide services as it deems fit' except 'the functions, powers and services' reserved to the Central Government under Part I of the Second Schedule to the Local Government Act. Item 7 of Part II of the Second Schedule provides that the function of water resources management is reserved to the Central Government. Under the same Act, the general water resource management policy is a function reserved to the Central Government under the Local Government Act. Part II of the Second Schedule to the Local Government Act shows that supply of water is a decentralised function.

3.5 Legislative Framework for Environmental Assessment Category and its Processes within the Water and Environment sector.

The National Environmental Act, 1995 is the principal law governing environmental management and conservation in Uganda. A number of supporting regulations are also applicable to water resources management and include:

- a. The Water Act, Cap 152, 1997;
- b. The Land Act Cap 227, 1998;
- c. The Water Resources Regulations, 1998;
- d. The Water (Waste Discharge) Regulations, 1998;
- e. The Environmental Impact Assessment Regulations, 1998;
- f. The National Environment (Waste Management) Regulations, 1999;
- g. The National Environment (Standards for Discharge of Effluent into water or on land)

- Regulations, 1999;
- h. The National Environment (Wetlands, River banks and Lake Shores Management) Regulations, 2000.
 - i. Draft Standards for Air Quality Management, 2007;
 - j. The National Environment (Noise Standards and Control) Regulations, 2003;
 - k. National Environment Instrument (delegation of waste discharge functions) 1999;
 - l. National Environment Notice (designation of Environmental Inspectors), 2000;
 - m. National Policy for the Conservation and Management of Wetland Resources, 1995; and
 - n. The National Environmental Management Policy, 1994;
 - o. National Climate Change Policy (2015)

Other relevant Laws and Policies include;

Other laws and policies that are relevant to the implementation of this Environment and social framework include: The National Environment Act (1994), the National Irrigation Policy (2018), National Gender Policy (2007), Petroleum Supply Act (2003), Equal Opportunities Policy (2008), National Land Policy (2013), National Land Use Policy (2010) Employment Act (2006), Occupational Safety and Health Act (2006); among others.

4.0 Environment and Social Safeguard (ESS) Principles

4.1 Statement of Commitment

This Environmental and Social Safeguards Framework of the Ministry of Water and Environment of Uganda highlights the importance of managing environmental and social performance for all Ministry supported or implemented projects and programmes. The Ministry of Water and Environment is committed to avoiding, minimizing, or mitigating adverse environmental and social impacts associated with its projects. All proposed MWE projects and programmes will be subject to review and screening during preparation, and they will be fully assessed, designed, implemented, monitored and reviewed accordingly to ensure that all environmental and social issues are adequately addressed. This requirement will be applied to all Government and Donor funded projects for which the Ministry has overall responsibility for management and results. The Ministry is also committed to ensuring transparency and accessibility of information, in addition to facilitating the resolution of disputes, with respect to environmental and social risks.

4.2 Environment and Social Safeguard Principles

This Environmental and social safeguards Framework is crucial for ensuring that the projects and programmes being supported or implemented by the Ministry do not unnecessarily harm the environment, public health or vulnerable communities. The Ministry shall ensure that all projects and programmes it designs and implements directly or through other organizations, agencies and lower local governments conform to the following environmental and social

principles, although it is recognized that depending on the nature and scale of a project or programme all of the principles may not be relevant to every project or programme.

4.2.1 Compliance with the Law*

The Ministry of water and Environment as an implementing entity (IE) will provide, when relevant, a description of the legal and regulatory framework for any project activity that may require prior permission such as environmental permits, water abstraction /extraction permits especially during the construction of water Irrigation Schemes and water for production facilities.

4.1.2 Labour Laws and Working Conditions

Ensure that its projects and programmes comply with National labour laws and with the objectives of the International Labor Organization (ILO) Standards. This includes fully complying with relevant National legislation including: Employment Act (2006), Equal Opportunities Commission Act (2007), Occupational Safety and Health Act (2006) among others. This is triggered since the construction works will require the recruitment of a labour force to dig the trenches, lay pipes and undertake the required construction and rehabilitation works. As with all works related to water projects, these might expose employees to occupational safety risk and infections. This occupational safety risk will be mitigated through the selection and effective use of mechanical equipment and personal protective equipment. Work procedures, training, and awareness creation/sensitisation will be implemented.

4.1.3 Access and Equity

Projects and programmes implemented or supported by the Ministry shall provide fair and equitable access to benefits in a manner that is inclusive and does not impede access to basic health services, clean water and sanitation, energy, education, housing, safe and decent working conditions, and land rights. These Projects or programmes should not exacerbate existing inequities, particularly with respect to marginalized or vulnerable groups.

4.1.4 Marginalized and Vulnerable Groups

All projects and programmes implemented or supported by the Ministry shall avoid imposing any disproportionate adverse impacts on marginalized and vulnerable groups including children, women and girls, the elderly, indigenous people, tribal groups, internally displaced people, refugees, people living with disabilities, and people living with HIV/AIDS. During project or programme assessment the Ministry shall assess and consider particular impacts on marginalized and vulnerable groups. This includes fully complying with relevant national legislation including the HIV/ AIDS Policy 2011, and the National Policy Framework on Social Protection (November 2015) aimed at reducing social vulnerabilities.

4.1.5 Human Rights

The projects and programmes will be designed and implemented in a manner that will promote, protect and fulfil universal respect for, and observance of, human rights for all as recognized by the United Nations. The Ministry will undertake robust environmental and social due diligence so that its projects and programmes do not cause, promote, contribute to, perpetuate, or exacerbate adverse human rights impacts.

4.1.6 Gender Equality and Women's Empowerment

Projects and programmes implemented or supported by the Ministry shall be designed and implemented in such a way that both women and men (a) have equal opportunities to participate as per the Fund Gender Policy (refer to Adaptation Fund Gender Policy: Annex 4 for details); (b) receive comparable social and economic benefits; and (c) do not suffer disproportionate adverse effects during the development process. This includes fully complying with relevant national legislation including National Gender Policy, 1997; Equal Opportunities Commission Act; and Gender Seal that was launched in 2017 to recognize entities that adhere to gender equality standards. Like other Ministries, the Ministry of Water and Environment shall ensure that planning, budgeting and resource allocation adheres to requirements of Gender Compliance by the Ministry of Finance, Planning and Economic Development.

4.1.7 Indigenous Peoples

Projects and programmes undertaken by the ministry shall avoid adverse impacts on indigenous peoples, and when avoidance is not possible, will minimize, mitigate and/or compensate appropriately and equitably for such impacts, in a consistent way and improve outcomes over time; promote benefits and opportunities; and respect and preserve indigenous culture, including the indigenous peoples' rights to lands, territories, resources, knowledge systems, and traditional livelihoods and practices.

All Ministry projects and programmes shall support the full and effective participation of indigenous peoples and the design and implementation of activities will be guided by the rights and responsibilities set forth in the United Nations Declaration on the Rights of Indigenous Peoples including, of particular importance, the right to free, prior and informed consent, which will be implemented by the Ministry all in applicable circumstances. It will ensure that all projects and programmes it implements or support are consistent with the rights and responsibilities set forth in the UN-Declaration on the Rights of Indigenous Peoples and other applicable international and National instruments relating to indigenous peoples. Uganda Resettlement / Land Acquisition Policy Framework, 2002.

4.1.8 Involuntary Resettlement

The ministry undertakes to avoid involuntary resettlement to the extent feasible, or to minimize and mitigate its adverse social and economic impacts. Projects and programmes shall be designed and implemented in a way that avoids or minimizes the need for involuntary resettlement. When limited involuntary resettlement is unavoidable, due process shall be observed so that displaced persons shall be informed of their rights, consulted on their options, and offered technically, economically, and socially feasible resettlement alternatives or fair

and adequate compensation It shall promote participation of displaced people in resettlement planning and implementation, and its key economic objective is to assist displaced persons in their efforts to improve or at least restore their incomes and standards of living after displacement. The Ministry shall promote fair and timely compensation and other resettlement measures to achieve its objectives and requires that all projects prepare adequate resettlement planning instruments prior to appraisal of proposed projects.

4.1.9 Protection of Natural Habitats and Conservation of Biological Diversity

The Ministry shall not design, implement or support projects and programmes that involve unjustified conversion or degradation of critical natural habitats, including those that are (a) legally protected; (b) officially proposed for protection; (c) recognized by authoritative sources for their high conservation value, including as critical habitat; or (d) recognized as protected by traditional or indigenous local communities. Also all projects and programmes shall be designed and implemented in a way that avoids any significant or unjustified reduction or loss of biological diversity or the introduction of known invasive species. The activities designed and implemented in a manner that will protect and conserve biodiversity and critical habitats, maintain the benefits of ecosystem services, and promote the sustainable use and management of living natural resources. This includes fully complying with relevant national legislation including: Water Policy (1997), Environment Management Act (1994), National Climate Change Policy (2015), and National Forestry and Tree Planting Act 2003 among others.

4.1.10 Climate Change

During preparation of projects and programmes implemented or supported by the Adaptation Fund, Green Climate Fund and other Donors, the Ministry shall ensure that projects do not result in any significant or unjustified increase in greenhouse gas emissions or other drivers of climate change. This includes fully complying with relevant national legislation including, National Climate Change Policy (2015), and National Forestry and Tree Planting Act 2003 among other. For each sub-project, an assessment of the climate change impacts shall be evaluated using the INDC guidelines. This will help identify an appropriate adaptation action including relevant activities for each sub-project as well as capacity building needs for the Executing Agency.

4.1.11 Pollution Prevention and Resource Efficiency

This is triggered by the nature of the activities that are covered under both the construction and operation phases. There is handling of oil, management of faecal sludge that could pose. Use of equipment could also result in release of Greenhouse gases. The Ministry shall ensure that its projects and programmes are designed and implemented in a way that meets applicable international standards for maximizing energy efficiency and minimizing material resource use, the production of wastes, and the release of pollutants. It shall ensure that its projects and programmes promote more sustainable use of resources, including energy and water, reduce project or programme -related greenhouse gas (GHG) emissions, and avoid or minimize adverse impacts on human health and on the environment. This includes fully complying with

relevant national legislation including: National Environment Act (1994), Petroleum Supply Act (2003). National Environment (Waste Management) Regulations, 1999. Water (Waste Discharge) Regulations, 1998 as well as the National Environment (Standards for Discharge of Effluent into Water or on Land) Regulations, 1999 among others.

4.1.12 Public Health

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that avoids potentially significant negative impacts on public health. This includes fully complying with relevant National legislation including: Occupational Safety and Health Act (2006) and the Public Health Act 2000.

4.1.13 Physical and Cultural Heritage

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that avoids the alteration, damage, or removal of any physical cultural resources, cultural sites, and sites with unique natural values recognized as such at the community, national or international level. Projects/programmes should also not permanently interfere with existing access and use of such physical and cultural resources. It will ensure that its projects and programmes protect cultural heritage, support their preservation, and promote equitable sharing of benefits from their use. This includes fully complying with relevant national legislation including: Institution of Traditional or Cultural Leaders Act (2011), Uganda Tourism Act (2008) and the Historical Monuments Act (1968).

4.1.14 Lands and Soil Conservations

The Ministry shall ensure that its projects and programmes are designed and implemented in a way that promotes soil conservation and avoids degradation or conversion of productive lands or land that provides valuable ecosystem services.

5.0 Organizational and Implementation Approach

The Ministry of Water and Environment shall take the responsibility of ensuring that environment and social issues are mainstreamed in all its projects. The permanent Secretary of MWE with the support of the various Directors and Heads of Departments has the overall duty of ensuring that ESS are mainstreamed in all its projects/programmes implemented by the MWE and other executing agencies. Further, the ministry in collaboration with the NEMA shall ensure that proper EIAs are conducted and ESIA certificates issued. The NEMA will also conduct regular monitoring, reviewing in ensuring compliance with the ESS/ESMF for all projects.

The MWE has a fully-fledged Department of Environmental Support Services (DESS) with a Senior Environment Officer (Policy, Planning and Research) designated to coordinate compliance to E&S policy formulation and implementation. In addition, MWE has a Water and Environment Sector Liaison Department (WESLD) mandated to coordinate issues of cross cutting nature including social /community engagement, gender mainstreaming,

HIV/AIDS mainstreaming, pro-poor initiatives among others. The aforementioned functions are coordinated by a Principal sociologist, who works closely with other Senior Sociologists and Sociologists deployed across all departments and projects. Under the ESS Policy Framework, the Departments of Environment Support Services (DESS) and Water and Environment Sector Liaison (WESLD) shall be the Coordinating Unit and shall ensure that projects and programmes in all the three Directorates namely; Directorate of Water Resources Management (DWRM), Directorate of Water Development (DWD), Directorate of Environment Affaires (DEA) and other Executing Entities adequately integrate and address Environment and social issues in their scope. It is envisaged that projects and programmes will develop specific Environmental and Social Management Frameworks (ESMFs) being guided by this policy, that will guide the implementation and monitoring of project specific mitigation measures. Specifically,

- Under WESLD, the key technical personnel responsible for implementation of the Social component of the ESSPF is the Principal Sociologist mandated to coordinate issues of cross cutting nature including social /community engagement, gender mainstreaming, HIV/AIDS mainstreaming, pro-poor initiatives.
- Under DESSS, the key technical personnel responsible for implementation of the Environment component of the ESSPF are the Assistant Commissioner and 3 Senior Environment Officers.

All Project Coordinators have a shared responsibility for implementation of ESS policies through Social and Environment Officers. Hence, according to the ESS Policy Framework each Directorate will be assigned Focal Point Officers (FPOs) responsible for all projects within the Directorate and shall make regular reports concerning the implementation of the Environmental Social Safeguards at each project to the above mentioned Coordination Unit.

6.0 Integration Environment and social issues into projects and programmes

Integration and implementation of environment and social issues into projects and programmes shall be guided by the following procedure/steps.

6.1 Screening of Environmental and Social Risks

The Ministry shall ensure that all proposed projects and programmes are screened to determine their potential to cause environmental or social harm. The purpose of screening is to identify potential environmental and social impacts and risks, taking into consideration the AF 15 Principles of the Environment and Social Safeguards Policy above. The screening process shall consider all potential direct, indirect, trans-boundary, and cumulative impacts in the project's or programme's area of influence that could result from the proposed project or programme.

All proposed projects and programmes shall be categorized according to the scale, nature and severity of their potential environmental and social impacts. Projects or programmes likely to

have significant adverse environmental or social impacts that are for example diverse, widespread, or irreversible shall be categorized as Category **A** projects/programmes. Those with potential adverse impacts that are less adverse than Category **4** projects and programmes, because for example they are fewer in number, smaller in scale, less widespread, reversible or easily mitigated shall be categorized as Category **B** whereas those projects and programmes with no adverse environmental or not have potential significant social impacts should be categorized as Category **C or D** respectively as described in table 6.1.

The screening shall help in determining the extent to which the project or programme requires further environmental and social assessment, mitigation, and management. The results of the environmental screening shall be included in the project or programme proposals submitted by the Ministry to the Adaptation Fund.

Table 6.1: Requirements for Screening/ Categorization of Projects

Category	Description
Category A: ESSF	An EIA is normally required because the project may have diverse significant impacts. Projects in this category could include: water projects requiring water to a level more than 400m ³ in any period of twenty-four hours, or projects requiring using motorized pumps; storage dams, barrages, weirs, valley tanks and dams; river diversions and inter-basin water transfer among others.
Category B: ESSF	A limited environmental analysis is appropriate, as the project impacts can be easily identified and for which mitigation measures can be easily prescribed and included in the design and implementation of the project. Projects in this category could include: rural water supply, large earth reservoirs, but not located in very sensitive areas, big gravity flow schemes, all category one projects located in sensitive areas etc.
Category C: ESSF	Environmental analysis is normally unnecessary, as the project is unlikely to have significant environmental impacts. A project brief is enough. This could include project location in less sensitive areas or where many such schemes are in the same locality and their synergetic effects have potential impacts.
Category D: ESSF	Small projects which do not have potential significant impacts and for which separate EIAs are not required, as the environment is the major focus of project preparation. These could include borehole drilling, hand augured shallow wells, protected springs and earth reservoir construction.

6.2 Environmental and Social Assessment

The Ministry shall ensure that for all projects/programmes that have the potential to cause environmental or social harm (i.e. all Category A and B projects or programmes), the implementing entity shall prepare an environmental and social assessment that identifies any environmental or social risks, including any potential risks associated with the Fund's environmental and social principles outlined above.

The assessment shall (i) consider all potential direct, indirect, trans boundary, and cumulative impacts and risks that could result from the proposed project or programme; (ii) assess

alternatives to the project/programme; and (iii) assess possible measures to avoid, minimize, or mitigate environmental and social risks of the proposed project or programme. As a general rule, the environmental and social assessment shall be completed before the project/programme proposal submission to the Adaptation Fund, Green Climate Fund and any other funding agency. In some Category A&B projects/programmes where the proposed activities requiring such assessment represent a minor part of the project, and when inclusion in the proposal is not feasible, a timeline for completing the environmental and social assessment before actual implementation begins shall be incorporated in the agreement between the Board and the Ministry following the project or programme approval, and reported through the annual project/programme performance report. A copy of the environmental and social assessment shall be provided to the funding entity as soon as the assessment is completed.

Environmental and Social Management Plan. The Ministry shall develop environment and social management plans for projects basing on the findings of the environmental and social assessments that identify those measures and actions, assessment shall be accompanied by an environmental and social management plan that identifies those measures necessary to avoid, minimize, or mitigate the potential environmental and social risks. The Ministry commits to develop and implement these plans for all projects and programmes under its docket and this will be reflected in routine reporting and monitoring Reports.

7.0 Monitoring, Reporting, and Evaluation

The Ministry's and project specific Monitoring and Evaluation systems shall address all environmental and social risks identified during project or programme assessment, design, and implementation. Project or programme performance reports shall include a section on the status of implementation of any environmental and social management plans, including those measures required to avoid, minimize, or mitigate environmental and social risks. The reports shall also include, if necessary, a description of any corrective actions that are deemed necessary. The mid-term and terminal evaluation reports shall also include an evaluation of the project or programme performance with respect to environmental and social risks.

8.0 Public Disclosure and Consultation

The Ministry shall identify stakeholders and involve them as early as possible in planning any project or programmes supported by the various funding agencies including AF and GCF. The results of the environmental and social screening and a draft environmental and social assessment, including any proposed management plans, shall be made available for public consultations that are timely, effective, inclusive, and held free of coercion and in an appropriate way for communities that are directly affected by the proposed project or programme. Ministry shall publicly disclose the final environmental and social assessment through the Ministry's website and hold stakeholders' meetings targeting all project-affected people and other stakeholders to disseminate the findings where feasible. Project or programme performance reports including the status on implementation of environmental and social measures shall be publicly disclosed. Any significant proposed changes in the project or programme during implementation shall be made available for effective and timely public consultation with directly affected communities.

9.0 Grievance Mechanism

The Ministry shall establish Grievance handling mechanisms for all projects and programmes active at all levels. The communities to be affected or likely to be affected by projects or programmes shall be informed of the existence grievance and redress mechanism at the earliest opportunity of the stakeholder engagement process and in an understandable format and in all relevant languages. The details for sending complaints containing the contact information and the appropriate modes by which these will be received shall be provided by the Ministry and disseminated with other involved institutions.

The grievance and redress mechanism shall receive and facilitate the resolution of concerns and grievances about the environmental and social performance of projects and programmes and will seek to resolve complaints in a manner that is satisfactory to the complainants and other relevant parties that will be identified, depending on the nature of the complaint. The Redress Mechanism will address the grievances and complaints filed by people and communities who may be or have been affected by the adverse impacts in connection to the potential failures projects or programmes

The mechanism shall facilitate the resolution of grievances promptly through an accessible, fair, transparent and constructive process. It will also be culturally appropriate and readily accessible, at no cost to the public, and without retribution to the individuals, groups, or communities that raised the issue or concern. The mechanism will not impede the access to judicial or other administrative remedies that may be available through the country systems. The existing system of using the Ministry website and hotline will be explored. The Ministry will respond promptly to all such complaints in reference to the procedures provided in the Ministry's Clients Charter.

Annex A: Glossary

1. **Adaptation** -Adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.
2. **Afforestation**- The direct, human-induced conversion of land that has been unfrosted for at least 50 years to forested land through planting, seeding and/or human induced promotion of natural seed sources; This is distinct from reforestation, which is defined as the conversion of land that has been unfrosted since at least 31 December 1989 to forested land.
3. **Climate change** -Any significant change in measures of climate, such as temperature, precipitation or wind, lasting for an extended period (decades or longer); This report refers to climate change induced by human activities that change the atmosphere's composition (e.g., burning fossil fuels) or the land's surface (e.g., deforestation, reforestation, urbanization, desertification, etc.).
4. **Cumulative impacts** - result from the incremental impact, on areas or resources used or directly affected by the project, from other existing, planned or reasonably defined developments at the time the risks and impacts are identified.
5. **Disadvantaged or vulnerable** - refers to those who may be more likely to be adversely affected by the project impacts and/or more limited than others in their ability to take advantage of a project's benefits. Such an individual/group is also more likely to be excluded from/unable to participate fully in the mainstream consultation process and as such may require specific measures and/or assistance to do so.
6. **Due diligence** in the context of environmental and social management system, means the process of investigating potential investments to confirm all facts, such as reviewing environmental and social safeguards, audits, assessments, and compliance before consideration of funding or entering into an agreement with another.
7. **Environmental and social assessment** means the assessment of environmental and social risks, impacts and opportunities undertaken by the accredited entities in a manner that follows good international industry practices, identifies best alternatives and allows for an integrated and balanced view of the environmental and social risks and impacts. This type of assessments may include specific impacts assessment, audits, and due diligence studies, among others.
8. **Environmental and social impact assessment (ESIA)** - refers to a process or tool based on an integrated assessment where the scale and type of potential biophysical and social impacts of projects, programs and/or policy initiatives, are predicted, acknowledged and evaluated. It also involves evaluating alternatives and designing appropriate mitigation, management and monitoring measures to manage the predicted potential impacts.
9. **Environmental and social management frameworks (ESMF)**- describes the roles and responsibilities and the processes to manage environmental and social risks and impacts including screening, preparation, implementation and monitoring of subprojects.
10. **Environmental and social impacts** - refer to any change, potential or actual, to (i) the physical, natural, or cultural environment, and (ii) impacts on surrounding community and workers, resulting from the activities to be supported.

11. **Environmental and social risk-** is a combination of the probability of certain hazard occurrences and the severity of impacts resulting from such an occurrence.
12. **Environmental and social management system (ESMS)-** refers to a set of management processes and procedures that allow an organization to identify, analyse, control and reduce the environmental and social impacts of its activities in a consistent way and to improve performance in this regard over time. For the purposes of this document, “ESMS” refers to the environmental and social management system of MWE. When used in the long form, “environmental and social management system”, it refers to the entities’ management system.
13. **Environmental and social management plan (ESMP) -** refers to a document that contains a list and description of measures that have been identified for avoiding adverse environmental and social impacts, or minimising them to acceptable levels, or to mitigate and compensate them and usually the main output of the ESIA process.
14. **Environmental and social safeguards (ESS) -** refers to a set of standards that specifies the desired outcomes and the specific requirements to achieve these outcomes through means that are appropriate to the nature and scale of the activity and commensurate with the level of environmental and social risks and/or impacts. 11. **Involuntary resettlement -** means physical displacement (relocation, loss of residential land or loss of shelter), economic displacement (loss of land, assets or access to assets, including those that lead to loss of income sources or other means of livelihood), or both, caused by project-related land acquisition or restrictions on land use. Resettlement is considered involuntary when affected persons or communities do not have the right to refuse land acquisition or restrictions on land use that result in displacement.
15. **Land acquisition-** refers to all methods of obtaining land for project purposes, which may include outright purchase, expropriation of property and acquisition of access rights, such as easements or rights of way.
16. **Mitigation-** The reduction and/or avoidance of emission of greenhouse gases into the atmosphere, through financing and implementing low-carbon technologies, programmes and projects.
17. **Mitigation hierarchy-** as described in the ESS standards that set prioritized steps for limiting adverse impacts through avoidance, minimization, restoration and compensation as well as opportunities for culturally appropriate and sustainable development benefits.
18. **Stakeholders-** refers to individuals or groups who: (a) are affected or likely to be affected by the activities; and (b) may have an interest in the activities (other interested parties). The stakeholders of an activity will vary depending on the details of the activity and may include local communities, national and local authorities, neighbouring projects, and nongovernmental organizations.
19. **Greenhouse gas (GHG) -** Any gas that absorbs infrared radiation in the atmosphere, including (but not limited to) water vapour, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), hydro chlorofluorocarbons (HCFCs), ozone (O₃), perfluorocarbons (PFCs) and sulphur hexafluoride (SF₆).

Code of Conduct

1.0 Introduction

This serves to highlight on the general Code of Conduct for the project of Civil Works for Construction of Soil and Water Conservation / River Training Structures for Wadelai, Doho II and Ngenge Irrigation Schemes under FIEFOC 2 Project. At the institutional level of the implementing organization, Ministry of Water and Environment (MWE) sets this document as a commitment to ensure smooth implementation of the Project. Consistent with the Ministry's Environment and Social Safeguards Policy, the purpose of the Code of conduct is to ensure that the project entirely complies with all applicable laws and regulations. From the outset, MWE commits not to condone the activities of any implementing partner either as the Consultant, the Contractor or Subcontractors, that may strive to achieve results through the violation of the enabling laws or unethical business dealings including but not limited to payments for illegal acts, concealment of noncompliance, collusion, environmental abuse, and others.

1.1 Purpose of the Code of Conduct

The purpose of the Code of Conduct is to ensure that all project activities are above the minimum standards required by the National Laws, best industry practice and consistent with the Ministry's Environment and Social Safeguards Policy. This document generally serves to guide the project team including the Contractors and Supervision Consultants of the expectations of the client by highlighting a requirement for them to develop detailed Code of Conduct that align their activities with the expectations of the Client.

Overall, MWE expects the Consultant and the Contractor to take full accountability for the performance of their staff in line with the General Conditions of the Contract, national laws and regulations. They are expected to ensure that their actions are not interpreted as being, in any way, in contravention of the relevant laws and regulations governing the project operations.

1.2 General Conduct of all the Project Employees

MWE expects all the project staff at all levels to conduct themselves in ethically acceptable standards. As such, consuming alcohol at the project sites, disrespect and inappropriate behavior towards project affected persons and affected community members, gambling and similar unprofessional activities are strictly prohibited while on the job. All the project staff including those employed under subcontractors shall not engage in sexual harassment/exploitation or even conduct themselves in a way that can be construed as such, including for instance, using inappropriate language, keeping or posting inappropriate materials in their work area, or accessing inappropriate materials on their computer or sharing pornographic content through any medium with the project staff.

Whereas all efforts should be made to ensure that harassment in all forms (be it physical or verbal) that creates tension at work, interferes with work or makes the working environment hostile is avoided, there is need to avoid the abuse by some workers of the available measures through false allegations.

2.0 Avoidance of the Conflicts of Interest

The basic expectation of MWE is that all the project staff maintain a high degree of integrity by performing their duties conscientiously, honestly and certainly in line with the best interests of the

Organization. MWE requires all workers to refrain from using their positions or the knowledge gained as a result of their positions for private or personal advantage.

Regardless of the circumstances, where the project workers realize that a given course of action they have pursued, or are pursuing, or are rather contemplating pursuing could place them in a conflict of interest with the project, they should with immediate effect communicate all the facts to their supervisors.

3.0 Prompt Communication

As a minimum, MWE expects its staff and all the implementing partners (Contractors, Sub-Contractors, Consultant) to make every effort to ensure efficient, accurate, and timely information sharing on all issues and incidents associated with day-to-day project activities. The Client expects and the Contractors will respond promptly and courteously to all requests for information and to complaints from workers and project hosting communities.

4.0 Environmental, Health and Safety Requirements

MWE is committed to the observation of environmental, health, social and safety requirements pursuant to the national laws. MWE's Environment and Social Safeguards management teams shall proactively oversee the operations of the Contractors' activities to ensure that;

- i. Project activities are conducted in an environmentally responsible and socially acceptable and culturally sensitive manner;
- ii. A Contractor's Environmental and Social Management Plan (ESMP) is comprehensive and adequately integrates the voluntary commitments in the ESIA's ESMP conditions provided in the different permits, licenses and approvals issued, and the general specifications for road and bridge works.
- iii. Raise a red flag in instances where on-the-ground conditions might be harmful to the environment, human health and safety;
- iv. The project implementation team is responsive to environmental concerns raised by the partners, Lead Agencies, local communities and other stakeholders.
- v. The project team respects and ultimately complies with sound environmental standards (both international and local), principles and laws.
- vi. Monitoring and reporting the project's impact (positive and adverse) of the project activities on local environmental conservation and protection.
- vii. Model good environmental stewardship

5.0 General Obligation of partners

As a requirement, MWE expects the Contractor to develop satisfactory codes of conduct that contain obligations on all project staff (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum.

The issues to be addressed include:

- i. Compliance with applicable international and local social and environmental safeguards laws, rules, and regulations
- ii. Compliance with applicable health and safety requirements (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment) – risk assessment and mitigation
- iii. Zero tolerance to the promotion and use of illegal substances by staff

- iv. Non-Discrimination (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, birth, age, disability, or political conviction or any other condition)
- v. Promote community participation in project implementation, including regular interactions with community members (for example to convey an attitude of respect and nondiscrimination)
- vi. Protect against sexual harassment for staff, communities and other actors (for example to prohibit use of language or behavior, in particular towards women or children, that is inappropriate, exploitative, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
- vii. Protect against any form of violence or exploitation (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior)
- viii. Protection of children against any form of exploitation or maltreatment related to the project implementation, (including prohibitions against exploitative labour, defilement, or otherwise unacceptable behavior with children, limiting interactions with children, and ensuring their safety in project areas)
- ix. Compliance with sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
- x. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
- xi. Compliance with reasonable work instructions (including regarding environmental and social norms)
- xii. Proper use of property (for example, to prohibit theft, carelessness or waste)
- xiii. Duty to report violations of this Code, Gender consideration, sensitivity and mainstreaming in the project implementation, including sanitation facilities, allocation of work and duties etc.
- xiv. Non retaliation against workers who report violations of the Code, if that report is made in good faith
- xv. The Safety Committee in place meets regularly to proactively address the occupational health and safety gaps/ challenges facing the project implementation activities,
- xvi. A Grievance Redress Mechanism in place with a respected robust Grievance Redress Committee (GRC) whose membership is clearly representative of the different categories of workers on the project e.g. the workers' union representatives, female staff representatives, foreign staff, etc.
- xvii. Develop subsidiary plans including the traffic management plan, Safety Plan, waste management plans and others and ensure that these plans are effectively implemented.

6.0 Conclusion

The Contractor and the Consultant are respectively expected to develop a Code of Conduct following the above framework, which should be written in plain language (and translated in relevant local languages) and signed by each worker to indicate that they have:

- a. received a copy of the code;
- b. had the code explained to them;
- c. acknowledged that adherence to this Code of Conduct is a condition of employment; and understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Drawings

**Drawings are contained in a separately bound volume titled:
Volume 2 of 3 Drawings.**

BOQs

**BOQs are contained in a separately bound volume titled: Volume
3 of 3 BOQs.**

PART 3 –Conditions of Contract and Contract Forms

Section VII. General Conditions

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Section VII. General Conditions

[Name of Employer] _____

[Name of Contract] _____

These General Conditions (GC), read in conjunction with the Particular Conditions (PC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

1. **General Provisions**

1.1 **Definitions**

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 **The Contract**

1.1.1.1 *“Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.*

1.1.1.2 *“Contract Agreement” means the contract agreement referred to in Clause 1.6 [Contract Agreement].*

1.1.1.3 *“Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.*

1.1.1.4 *“Letter of Bid” means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Employer for the Goods.*

1.1.1.5 *“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.*

1.1.1.6 *“Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.*

- 1.1.1.7 *“Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.*
- 1.1.1.8 *“Bid” means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.*
- 1.1.2 **Parties and Persons**
- 1.1.2.1 *“Party” means the Employer or the Supplier, as the context requires.*
- 1.1.2.2 *“Employer” means the person named as Employer in the Particular Conditions and the legal successors in title to this person.*
- 1.1.2.3 *“Supplier” means the person(s) named as supplier in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s).*
- 1.1.2.4 *“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.*
- 1.1.2.5 *“Bank” means the financing institution (if any) named in the PC.*
- 1.1.2.6 *“Borrower” means the person (if any) named as the borrower in the PC.*
- 1.1.3 Dates, Tests, Periods and Completion *“Base Date” mean the date 28 days prior to the latest date for submission of the Bid.*
- 1.1.3.1 *“Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.*
- 1.1.3.3 *“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.*
- 1.1.3.4 *“day” means a calendar day and “year” means 365 days.*
- 1.1.4 **Money and Payments**
- 1.1.4.1 *“Contract Price” means the price defined in GC Clause 10 [The Contract Price], and includes adjustments in accordance with the Contract.*
- 1.1.5 **Goods and Related Services**
- 1.1.5.1 *“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Employer under the Contract.*
- 1.1.5.2 *“Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.*
- 1.1.6 **Other Definitions**

- 1.1.6.1 “Employer ’s Country” is the country specified in the PC.
- 1.1.6.2 “Force Majeure” is defined in GC Clause 25 [Force Majeure].
- 1.1.6.3 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.4 “Performance Security” means the security (or securities, if any) under GC Clause 13 [Performance Security].
- 1.1.6.5 “Project Site,” where applicable, means the place named in the PC.
- 1.1.6.6 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Employer by the Base Date.
- 1.1.6.7 “Change Order” or “Change” is defined in Clause 26 [Change Orders and Contract Amendments].

1.2 Interpretation

- 1.2.1 Interpretation In the Contract, except where the context requires otherwise:
- (a) words indicating one gender include all genders;
 - (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
 - (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.
- 1.2.2 The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
- 1.2.3 Incoterms
- (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.
 - (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PC, and published by the International Chamber of Commerce, Paris, France

1.2.4 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

1.2.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party thereto.

1.2.6 Nonwaiver

- (a) Subject to **GC** Clause 1.2.5(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) (Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.2.8 "Eligible Countries" means the countries and territories eligible stipulated by the Bank's **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, Eligible Countries.

1.3 **Communications**

1.3.1 *Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:*

- (a) *in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the **PC**; and*
- (b) *delivered, sent or transmitted to the address for the recipient's communications as stated in the **PC**. However:*

(i) *if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and*

(ii) *if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued*

1.3.2 *Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.*

1.4 **Law and Language**

1.4.1 *The Contract shall be governed by the law of the country or other jurisdiction stated in the PC.*

The ruling language of the Contract shall be that stated in the PC.

The language for communications shall be that stated in the PC. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.4.2 *Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.*

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.5 **Priority of Documents**

1.5.1 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:*

(a) *the Contract Agreement (if any),*

(b) *the Letter of Acceptance,*

(c) *the Bid,*

(d) *the Particular Conditions*

(e) *these General Conditions,*

(f) *the Specification,*

(g) *the Drawings, and*

(h) *the Schedules and any other documents forming part of the Contract.*

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

1.6.1 *The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form furnished in Section IX, Contract Forms. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer .*

1.7 Assignment

1.7.1 *Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:*

- (a) *may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and*
- (b) *may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.*

1.8 Copyright

1.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Employer directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

1.9 Supplier's Use of Employer's Documents

1.9.1 As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Supplier may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Supplier, except as necessary for the purposes of the Contract.

1.10 Confidential Details

1.10.1 The Supplier's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the *Goods*, prepared by the other Party without the previous agreement of the other Party. However, the *Supplier* shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.10.2 Notwithstanding the above, the *Supplier* may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

1.11 **Compliance with Laws**

1.11.1 The *Supplier* shall, in performing the Contract, comply with applicable Laws.

1.11.2 Unless otherwise stated in the Particular Conditions:

(a) the Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country, which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Employer of their respective obligations under the Contract;

- (b) the *Supplier* shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country, which such authorities or undertakings require the *Supplier* to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the *Supplier's* and Subcontractor's personnel and entry permits for all imported *Supplier's* Equipment. The *Supplier* shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GC Clause 1.11.2(a) hereof and that are necessary for the performance of the Contract. The *Supplier* shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the *Supplier* or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Clause 1.11.1 hereof.

1.12 **Joint and Several Liability**

- 1.12.1 If the *Supplier* is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, *unless otherwise specified in the PC*, and shall designate one of such *persons* to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Employer.

1.13 **Inspections and Audit by the Bank**

- 1.13.1 The *Supplier* shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the *Supplier's* accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.
- 1.13.2 The *Supplier* shall maintain all documents and records related to the Contract for a period of three (3) years after delivery of the Goods. The *Supplier* shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

2. **Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. **Fraud and Corruption**

- 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank Financing), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts¹³. In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁴;
 - (ii) "Fraudulent Practice" is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party¹⁵ to obtain financial or other benefit or to avoid an obligation;
 - (iii) "Collusive Practice" is an arrangement between two or more parties¹⁶, designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁷;
 - (v) "obstructive practice" is
 - (v.1) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (v.2) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under clause 1.13 [Inspections and Audits by the Bank].

¹³ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁴ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁵ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹⁶ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the **Financing** allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of **such Financing** engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to **address such practices when they occur**, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures¹⁸, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contracts, and (ii) to be a nominated¹⁹ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

(e) will require that a clause be included in bidding documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

4. **Eligibility**

procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹⁷ *For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.*

¹⁸ *A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the Nordic Development Fund Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.*

¹⁹ *A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid; or (ii) appointed by the Borrower."*

- 4.1 *The Supplier and its Subcontractors shall have the nationality of an Eligible Country, as defined by the Bank’s **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, Eligible Countries. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.*
- 4.2 *All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Eligibility is defined in the Bank’s **Rules and Procedures for Procurement of Goods and Works**.*
5. **Notices**
- 5.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the **PC**. The term “in writing” means communicated in written form with proof of receipt.
- 5.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
6. **Settlement of Disputes**
- 6.1 The Employer and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
- 6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **PC**.
- 6.3 Notwithstanding any reference to arbitration herein,
- (a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Employer shall pay the Supplier any monies due the Supplier.
7. **Scope of Supply**

7.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Requirements.

8. **Delivery**

8.1 Subject to GC Clause 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VI, Requirements. The shipping and other documents to be furnished by the Supplier are specified in the PC. The documents specified therein shall be received by the Employer before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. **Supplier's Responsibilities**

9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 7, and the Delivery and Completion Schedule, as per GC Clause 8.

10. **Contract Price**

10.1 Unless otherwise prescribed in the PC, the Contract price shall be fixed throughout the duration of Contract performance.

11. **Terms of Payment**

11.1 The Contract Price shall be paid as specified in the PC.

11.2 The Supplier's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GC Clause 8 and upon fulfilment of all other obligations stipulated in the Contract.

11.3 Payments shall be made promptly by the Employer, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Employer has accepted it.

11.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

11.5 In the event that the Employer fails to pay the Supplier any payment by its due date, or within the period set forth in the PC, the Employer shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the PC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.

12. **Taxes and Duties**

12.1 For Goods *manufactured* outside the Employer's country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Employer's country.

- 12.2 For Goods *manufactured* within the Employer's country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Employer.
- 12.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Employer's Country, the Employer shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
13. **Performance Security**
- 13.1 If so required in the **PC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **PC**.
- 13.2 If so required, pursuant to **GC** Clause 13.1, the performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in one of the forms stipulated by the Employer in the Section IX, Contract Forms, or in another form acceptable to the Employer.
- 13.3 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 13.4 The performance security shall be discharged by the Employer and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **PC**.
14. **Subcontracting**
- 14.1 The Supplier shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 14.2 Subcontracts shall comply with the provisions of **GC** Clauses 3 and 4.
15. **Specifications and Standards**
- 15.1 The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Requirements.
- 15.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer

Codes, Standards and Drawings

- 15.3 Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GC Clause 26.

16. **Packing and Documents**

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 16.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PC, and in any other instructions ordered by the Employer.

17. **Insurance**

- 17.1 Unless otherwise specified in the PC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PC.

18. **Transportation**

- 18.1 Unless otherwise specified in the PC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

19. **Inspections and Tests**

- 19.1 The Supplier shall at its own expense and at no cost to the Employer carry out all such tests and/or inspections of the Goods and Related Services as are specified in the PC.

- 19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Employer's country as specified in the **PC**. Subject to **GC** Clause 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer.
- 19.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in **GC** Clause 19.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 19.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Supplier shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 19.5 The Employer may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 19.6 The Supplier shall provide the Employer with a report of the results of any such test and/or inspection.
- 19.7 The Employer may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to **GC** Clause 19.4.
- 19.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to **GC** Clause 19.6, shall release the Supplier from any warranties or other obligations under the Contract.
20. **Liquidated Damages**

- 20.1 Except as provided under **GC** Clause 19, if the Supplier fails to deliver any or all of the Goods, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **PC** of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **PC**. Once the maximum is reached, the Employer may terminate the Contract pursuant to **GC** Clause 28.
21. **Warranty**
- 21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2 Subject to **GC** Clause 15.2, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 21.3 Unless otherwise specified in the **PC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **PC**, or for eighteen (18) months after the date of shipment, from the port, or place of loading in the country of origin, whichever period concludes earlier.
- 21.4 The Employer shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **PC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Employer.
- 21.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **PC**, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.
22. **Patent Indemnity**

22.1 The Supplier shall, subject to the Employer's compliance with GC Clause 22.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

22.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GC Clause 22.1, the Employer shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

22.3 If the Supplier fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.

22.4 The Employer shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

22.5 The Employer shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

23. **Limitation of Liability**

- 23.1 Except in cases of *gross* negligence or wilful misconduct:
- (a) the Supplier shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Employer; and
 - (b) the aggregate liability of the Supplier to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Employer with respect to patent infringement.
24. **Change in Laws and Regulations**
- 24.1 If, within less than twenty-eight (28) days prior to the date of Bid Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GC Clause 10.
25. **Force Majeure**
- 25.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26 **Change Orders and Contract Amendments**

26.1 The Employer may at any time order the Supplier through notice in accordance **GC** Clause 5, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Employer;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Employer's change order.

26.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Supplier for similar services.

26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

27 **Extensions of Time**

27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to **GC** Clause 8, the Supplier shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Employer shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

27.2 Except in case of Force Majeure, as provided under **GC** Clause 25, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GC** Clause 20, unless an extension of time is agreed upon, pursuant to **GC** Clause 27.1.

28. **Termination**

Termination for Default

28.1 The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to **GC** Clause 27;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Employer, has engaged in fraud and corruption, as defined in **GC** Clause 3, in competing for, or in executing the Contract.

28.2 In the event the Employer terminates the Contract in whole or in part, pursuant to **GC** Clause 28.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

28.3 The Employer may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

Termination for Convenience

28.4 (a) The Employer, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 28.5 (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29. **Export Restrictions**

- 29.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfactions of the Employer *and of the Bank* that it has completed all formalities in a timely manner, including applying for permits, authorizations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.

Section VIII. Particular Conditions

1. General Provisions

GC 1.1.2.2	The Employer is: Ministry of Water and Environment Plot 21/28, Old Port Bell Road, Luzira P.O Box 20026, Kampala-Uganda Telephone: +256-414-595041 Fax: +256-414-505763 Email: ps@mwe.go.ug
GC 1.1.2.4	The Project Manager is: Client authorised representative
GC 1.1.2.6	The Bank is: Nordic Development Fund
GC 1.1.2.7	The Borrower is: Government of Uganda
GC 1.1.3.2	The Commencement Date shall be: 14 days after issuance of commencement instructions
GC 1.1.3.3	The Completion Date for the whole of the Works shall be: 6 months for construction
GC 1.1.5.6	If Sections are to be used: N/A
GC 1.1.5.8	The Works consist of: River training works including channel earth works, river dredging, widening and lining. Flood protection works (flood protection dyke), grass protective layer, roads and crossing box culverts, source protection.
GC 1.1.6.6	The Site is located at: Lot 1: Doho II and Ngenge Irrigation Schemes in Butaleja District and Kween District.
GC 1.2.3	Sectional Completions shall not be applicable.
GC 1.2.4(i)	The following documents also form part of the Contract: BOQs

	<p>Drawings</p> <p>No Objection from Nordic Development Fund</p> <p>Award Decision of Contracts Committee</p> <p>Letter of Acceptance</p> <p>Solicitor General's Clearance</p> <p>Bidding document</p>
GC 1.3.1(a)	The Electronic Transmission System is: Emails and Publication of information on relevant authorized websites.
GC 1.3.1(b)	<p>The Employer's address for the purpose of communications is:</p> <p>Permanent Secretary, Ministry of Water and Environment Attention: Head, Procurement and Disposal Unit Street Address: Plot 3-7, Kabalega Crescent Road, Luzira Floor/Room number: Ground Floor/PDU Office P.O Box 20026, Kampala-Uganda Telephone: +256-414-595041 Email: kateregga9@hotmail.com.</p> <p>The Contractor's address for the purpose of communications is: [state full address, telephone, fax and e-mail]</p>
GC 1.4.1	<p>The governing law is that of: Laws of the Republic of Uganda</p> <p>The ruling language is: English</p> <p>The language for communications is: English</p>
GC 1.6.1	The Parties shall enter into contract within 28 days after the Contractor receives the Letter of Acceptance.
GC 1.10.2(a)	<p>Permits, approvals and/or licenses, or public service undertakings to be acquired by the Employer:</p> <ul style="list-style-type: none"> • Introduction letter to local authorities and other stakeholders • Permission to possess site(s)
GC 1.10.2(b)	Permits, approvals and/or licenses, or public service undertakings to be acquired by the Contractor:

	<ul style="list-style-type: none"> • Working permits of proposed staff especially for foreign staff • Professional's practising certificates or registration certificates • Trading Licence • Tax Registration Certificate • All taxes and duties to be included in the rates and paid by the bidder • Bidders are further required to contact Uganda Revenue Authority on other applicable taxes under this procurement
GC 1.11.1	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GC 1.17.1	Schedule of Other Contractors: [insert detailed Schedule of Other Contractors, if appropriate]
GC 1.21.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>a) The minimum cover for insurance of the Works, Plant and Materials is: 10% of contract value,</p> <p>b) The maximum deductible for insurance of the Works, Plant and Materials is: US \$ 30,000</p> <p>c) The minimum cover for insurance of Equipment is: 100% of value of equipment required for performance of the contract,</p> <p>d) The maximum deductible for insurance of Equipment is: US \$ 25,000</p> <p>e) The minimum cover for insurance of property (except the works, plant materials and equipment) in connection with the contract is US \$ 250,000</p> <p>f) The maximum deductible for insurance of property is US \$ 25,000</p> <p>g) The minimum cover for personal injury or death insurance is US \$ 500,000</p> <p>h) The maximum deductible for personal injury or death insurance is US \$ 25,000</p>
GC 1.22.1	Site Investigation Reports shall include: All relevant and applicable technical reports
GC 1.28.1	The Site Possession Date(s) shall be: 14 days after contract signing at the proposed construction site(s).
GC 1.31.1 & 1.31.2	Appointing Authority for the Adjudicator: Uganda Institution of Professional Engineers (UIPE)
GC 1.32.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: The professional fees as laid down by the Uganda Institution of Professional Engineers (UIPE)
GC 1.32.4	Institution whose arbitration procedures shall be used: Uganda Centre for Arbitration & Dispute Resolution
2. Time Control	
GC 2.1.1	The Contractor shall submit for approval a Programme for the Works within

	<i>14</i> days from the date of the Letter of Acceptance.
GC 2.1.3	The period between Programme updates is 30 days. The amount to be withheld for late submission of an updated Programme is: 0.25% of Contract Sum
3. Quality Control	
GC 3.3.1	The Defects Liability Period is: 365 days
4. Cost Control	
GC 4.9.1	The currency of the Employer's country is: <i>Uganda Shillings</i>
GC 4.10.1	The Contract " shall not " be subject to price adjustment, in accordance with GC Clause 4.10.1, and the information regarding coefficients shall not apply.
GC 4.11.1	The proportion of payments retained is: ten percent (10%), until the amount so retained reaches the limit proportion of five percent (5%) of the Contract amount, which proportion thereafter shall be retained up to completion of the whole Works.
GC 4.12.1	The Liquidated Damages for the whole of the Works are 0.05% of the final Contract Price, per day. The maximum amount of Liquidated Damages for the whole of the Works is 10% of the final Contract Price.
GC 4.14.1	The Advance Payment shall be: up to twenty percent (20%) of contract amount and shall be paid to the Contractor no later than: 28 days after commencement and submitting an advance payment guarantee from an acceptable bank to the Employer.
GC 4.15.1	The Performance Security amount is: Ten percent (10%) of the Accepted Contract Amount, and in the same currency(ies) as the Accepted Contract Amount in the form of an Unconditional (on demand) Bank Guarantee from a recognised commercial bank
7. Finishing the Contract	
GC 7.4.1	The date by which operating and maintenance manuals are required shall be: 30 days after completion The date by which "as built" drawings are required shall be: 30 days after completion.
GC 7.4.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GC Clause 7.7.1 shall be: 0.5% of the Contract Sum in local currency.

GC 7.5.2 (g)	The maximum number of days is: as consistent with GC Clause 4.12
GC 7.7.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, shall be: 50%

Section IX. Contract Forms

Introduction

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder, after contract award.

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[Insert date]* . . . for execution of the
. . . . *[insert name of the contract and identification number]* for the amount
of *[insert amount (s) in figures and words and name(s) of currency(ies)]*, as
corrected and modified in accordance with the Instructions to Bidders is hereby accepted
by us.

You are requested to furnish the Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX, Contract Forms of the Bidding Document.

Authorized Signature:
Name and Title of Signatory:
Name of Agency:
Attachment: Contract Agreement

Contract Agreement

THIS CONTRACT AGREEMENT is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) [insert complete name of the Employer], a [insert description of type of legal entity, for example, an agency of the Ministry of] of the Government of {insert name of Country of the Employer }, or corporation incorporated under the laws of { insert name of Country of the Employer } and having its principal place of business at [insert address of the Employer] (hereinafter called “the Employer”),

and

(2) [insert name of the *Supplier*], a corporation incorporated under the laws of [insert: country of *Supplier*] and having its principal place of business at [insert: address of *Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Employer invited bids for *Goods and Related Services*, described as [insert brief description of the Goods and Related Services] and has accepted a Bid by the Supplier for the *supply of these Goods and Related Services*, and the Employer agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance
- (b) the Bid
- (c) the Addenda Nos. [insert addenda numbers if any].
- (d) the Particular Conditions
- (e) the General Conditions
- (f) the Specification
- (g) the Drawings; and
- (h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Supplier as indicated in this Agreement, the Contractor hereby covenants with the Employer to

execute the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of [*insert* name of the borrowing country] on the day, month and year indicated above.

Signed by: Signed by:
For and on behalf of the Employer for and on behalf the Supplier
In the presence of: in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (*e.g.*, day, month, and year)]

Bidding Process Reference: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Employer]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that _____ [*insert complete name of the Supplier, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the *supply of [description of Goods and related Services]* and the remedying of any defects therein (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Applicant, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)²⁰ in figures and words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Applicant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year],²¹ and any demand for payment under it must be received by us at this office on or before that date. *This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.*

[signatures of authorized representatives of the bank]

Advance Payment Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (*e.g.*, day, month, and year) of Bid Submission]
Bidding Process Reference: [insert number and title of bidding process]

[bank's letterhead]

Beneficiary: [insert legal name and address of Employer]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the Contract]. . . . datedwith you, for the supply of Goods and Related Services [insert name of contract and brief description of Goods and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [insert currency and amount in figures]²²(. . . . [insert currency and amount in words].) is to be made against an advance payment guarantee.

At the request of the Applicant, we [insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert currency and amount in figures] (. . . . [insert currency and amount in words]. . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than performing his obligations under the Contract, or has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Applicant on its account number [insert Supplier's account number] at [insert name and address of the Bank]. . .

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

. [Seal of Bank and Signature(s)].

Note –

²² The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

All italicized text (including footnotes) is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.