



Republic of Uganda

MINISTRY OF EDUCATION AND SPORTS

UGANDA SKILLS DEVELOPMENT PROJECT (USDP)

PROJECT ID: P145309

**Bidding Document for
Procurement of Works**

NCB No. MoES/WORKS/2018-19/00190/1

**PROCUREMENT OF A CONTRACTOR FOR
CONSTRUCTION OF FACILITIES IN SELECTED INSTITUTIONS IN UGANDA
IN 5 LOTS AS FOLLOWS:**

- Lot 1: Bukalasa Agricultural College (curriculum based)
- Lot 2: Bukalasa Agricultural College (non curriculum based)
- Lot 3: Kaberamaido Technical College
- Lot 4: Rwentanga Farm Institute
- Lot 5: Ssese Farm Institute

Volume 1 of 5

**(Bidding Procedures, Employers Requirements and Conditions of Contract &
Contract Forms)**

Issued on: 9th September 2019

DOCUMENTS SUMMARY PAGE

- Volume 1 of 5: Bidding Procedures, Employer's
Requirements, Conditions of Contract and
Contract Forms
- Volume 2 of 5: Technical Specifications
- Volume 3 of 5: Drawings
- Volume 4 of 5: Bills of Quantities
- Volume 5 of 5: Environmental and Social Management
Plan/Project Briefs for Colleges and
Vocational Training Institutes (VTIs)

Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) “day” means calendar day; and
 - (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any

rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Corrupt and Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) 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 such Bidder is

- involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of

debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)
Section II - Bid Data Sheet (BDS)
Section III - Evaluation and Qualification Criteria
Section IV - Bidding Forms
Section V - Eligible Countries
Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)
Section IX - Particular Conditions of Contract (PCC)
Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

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

- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant

to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, 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 in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

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

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will 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 design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the 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 Works.

Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

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| 15. Currencies of Bid and Payment | <p>15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS.</p> <p>15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable¹, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> |
| 16. Documents Comprising the Technical Proposal | <p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p> |
| 17. Documents Establishing the Qualifications of the Bidder | <p>17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.</p> |
| 18. Period of Validity of Bids | <p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> |
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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, it shall also be extended 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 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 determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

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

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

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**.

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution 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. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 42.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) 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 on the Letter of Bid, , or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42.
- 19.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42;

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

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". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of 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 or amendments have been made shall be signed or initialed by the person signing the bid.

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

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes

containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

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

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

22. **Deadline for Submission of Bids**

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

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

23. **Late Bids**

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

24. **Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (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 withdrawal 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 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. 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 envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; 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. The Letter of Bid and the Bill of Quantities are to be

initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

- 25.4 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 (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. 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.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.
- 29.4 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.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 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 may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

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

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders shall not apply.

34. Subcontractors

34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for contracts, but including Daywork² items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

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

- 35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
- 35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 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.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3 An affirmative determination of qualification 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.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 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.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid 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.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) 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.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X. 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.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. 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.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is : MoES/WORKS/2018-19/00190/1 The Employer is: The Government of the Republic of Uganda
ITB 1.1	The name of the bidding process is: Construction of Facilities in Selected Institutions in Uganda The identification number of the bidding process is: MoES/WORKS/2018-19/00190/1 The number and identification of lots comprising this bidding process is: 5 Lot 1: Bukalasa Agricultural College (Curriculum based) Lot 2: Bukalasa Agricultural College (Non curriculum based) Lot 3: Kaberamaido Technical College Lot 4: Rwentanga Farm Institute Lot 5: Ssese Farm Institute
ITB 2.1	The Borrower is: The Government of the Republic of Uganda
ITB 2.1	The name of the Project is: Uganda Skills Development Project (USDP)
ITB 2.1	Loan or Financing Agreement amount: USD 100,000,000 (United States Dollars One Hundred Million only)
ITB 4.1	Maximum number of members in the JV shall be: 2 (Two)
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external and PPDA website: http://www.worldbank.org/debarr , and http://ppda.go.ug/ respectively.

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Head Procurement and Disposal Unit MINISTRY OF EDUCATION AND SPORTS
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	Street Address: Plot 9/11 King George VI Way, Floor/Room number: Embassy House, City: Kampala Country: UGANDA Telephone: : +256 (0) 414257038 Facsimile number: 256(0)414 340 685, Electronic mail address: procurement@education.go.ug Requests for clarification should be received by the Employer no later than: Fourteen (14) days prior to the deadline of bid submission
ITB 7.1	Web page: <i>N/A</i>
ITB 7.4	A Pre-Bid meeting will take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 19th September 2019 Time: 10.00 am Place: MINISTRY OF EDUCATION AND SPORTS Plot 9/11 King George VI Way Embassy House 3rd Floor Boardroom A site visit conducted by the Employer “<i>SHALL NOT BE</i>” organized. The Bidders will be given introduction letters to visit the site at their own convenience and cost. Evidence of having visited the sites must be submitted together with the bid. The principal or his/her designate shall append signatures to the Evidence. The Bidder is encouraged to send experienced and competent personnel for the site visits for the purposes of assessing the risks, contingencies and other circumstances which may influence or affect the bid or the works including, but not limited to, methods of construction of the various parts (components) of the works, sources of materials and delivery of resources to site. The contact details for the Principals of the institutions have been provided here under;

	Lot No	Name of Institution	Name of Principal	Telephone	
	1	Bukalasa Agricultural College (curriculum based)	Gilvan Kisolo Lule	0752 627 143	
	2	Bukalasa Agricultural College (non curriculum based)	Gilvan Kisolo Lule	0752 627 143	
	3	Kaberaimaido Technical College	Yeyambe Johnson Betina	0772 571 660	
	4	Rwentanga Farm Institute	Tukwasibwe William	0772 345 062	
	5	Ssesse Farm Institute	Abaasa Innocent	0772 521 471	

C. Preparation of Bids

ITB 10.1	The language of the bid is: ENGLISH All correspondence exchange shall be in ENGLISH language. Language for translation of supporting documents and printed literature is ENGLISH.
ITB 11.1 (b)	The following schedules shall be submitted with the bid: Priced Bills of Quantities
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its Bid: (i) For contracts cited as specific experience, the Bidder shall include in its bid the contact information including telephone No; Fax No; email address and physical location of previous employers as well as the address of the location of the works. (ii) Completion certificates issued by supervising architects or project managers, and copies of contracts signed with the respective past employers. (iii) For bidders not registered in Uganda, at least one similar contract cited as previous experience shall be outside the Bidder's country. (iv) As Stated in the ITB and evaluation methodology and criteria. <i>The list of additional documents should include the following:</i> Code of Conduct (ESHS)

	The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. This will include but not limited to; Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc. <i>Refer to Volume 5 of 5: Environmental and Social Management Plan/Project Brief for Colleges and Vocational Training Institutes (VTIs).</i> In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct upon contract award. Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. (v) Traffic Management Plan to ensure safety of local communities from construction traffic; (vi) Water Resource Protection Plan to prevent contamination of drinking water; (vii) Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; (viii) Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit; (ix) Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans. <i>Refer to Volume 5 of 5: Environmental and Social Management Plan/Project Brief for Colleges and Vocational Training Institutes (VTIs).</i>
ITB 13.1	Alternative bids "SHALL NOT BE" permitted.
ITB 13.2	Alternative times for completion "SHALL NOT BE" permitted.

ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not applicable.																		
ITB 14.5	The prices quoted by the Bidder “SHALL NOT BE” subject to adjustment during the performance of the Contract.																		
ITB 15.1	The prices shall be quoted by the bidder in: Uganda Shillings.																		
ITB 18.1	The bid validity period shall be: One hundred twenty (120) calender days after the deadline for bid submission in the Bidding Data i.e by 12th February 2020																		
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): Not applicable																		
ITB 19.1	A Bid Security SHALL BE required. The amount and currency of the bid security shall be: <table><tr><th>Lot</th><th>Description</th><th>Amount (UGX)</th></tr><tr><td>1</td><td>Bukalasa Agricultural College (curriculum based)</td><td>100,000,000</td></tr><tr><td>2</td><td>Bukalasa Agricultural College (non curriculum based)</td><td>130,000,000</td></tr><tr><td>3</td><td>Kaberaido Technical College</td><td>30,000,000</td></tr><tr><td>4</td><td>Rwentanga Farm Institute</td><td>30,000,000</td></tr><tr><td>5</td><td>Ssesse Farm Institute</td><td>30,000,000</td></tr></table> The Bid Security shall be in form of an unconditional bank guarantee from a reputable bank. The beneficiary shall be Ministry of Education and Sports. If the unconditional guarantee is issued by a financial institution located outside Uganda, the issuing financial institution shall have a correspondent financial institution located in Uganda to make it enforceable	Lot	Description	Amount (UGX)	1	Bukalasa Agricultural College (curriculum based)	100,000,000	2	Bukalasa Agricultural College (non curriculum based)	130,000,000	3	Kaberaido Technical College	30,000,000	4	Rwentanga Farm Institute	30,000,000	5	Ssesse Farm Institute	30,000,000
Lot	Description	Amount (UGX)																	
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3	Kaberaido Technical College	30,000,000																	
4	Rwentanga Farm Institute	30,000,000																	
5	Ssesse Farm Institute	30,000,000																	
ITB 19.3 (d)	Other types of acceptable securities: NONE																		
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of years. Not Applicable																		

ITB 20.1	In addition to the original of the bid, the number of copies is: Three (3)
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a) Power of Attorney giving authority of the Bidder's Representative to sign the Bid and, in the event the Bidder is awarded the Contract, during contract execution; and b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. A Power of Attorney shall be required in accordance with ITB 20.3.

D. Submission and Opening of Bids

ITB 22.1	Bidders <i>“SHALL NOT”</i> have the option of submitting their bids electronically.
ITB 22.1	For <u>bid submission purposes</u> only, the Employer’s address is: Attention: <i>Head Procurement and Disposal Unit</i> MINISTRY OF EDUCATION AND SPORTS, Street Address: Plot 9/11 King George VI Way, Floor/Room number: Embassy House, City: Kampala Country: UGANDA The deadline for bid submission is: Date: 11th October 2019 Time: 11.00 am Bidders <i>“SHALL NOT”</i> have the option of submitting their bids electronically. If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 25.1	The bid opening shall take place at: Street Address: Plot 9/11 King George VI Way, Floor/Room number: Embassy House, 3rd Floor Board Room City: Kampala Country: UGANDA Date: 11th October 2019 Time: 11.30 am

ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initialed by Two (2) representatives of the Employer conducting Bid opening.
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E. Evaluation and Comparison of Bids

ITB 32.1	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 The source of exchange rate shall be: Bank of Uganda The date for the exchange rate shall be: Bid submission date.
ITB 33.1	A margin of preference SHALLNOT apply.
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.3	Contractor's proposed subcontracting: a) Maximum percentage of subcontracting permitted is: 30% of the volume of work. b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate. c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.

F. Award of Contract

ITB 42.1 and 42.2	The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security. Not Applicable
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ITB 43.1	The Adjudicator proposed by the Employer is: The President of the Uganda Institution of Professional Engineers (UIPE). The fee for this proposed Adjudicator shall be: UGX 350,000 <i>per day</i> . Name of Adjudicator: Eng. Stephen Kawuma Profession: Civil Engineer Date of Birth: 24th November 1955 Years with Firm/Entity: 12 Years Nationality: Ugandan Membership in Professional Societies 1. Registered Engineer, Engineers Registration Board (R E) - Uganda. 2. Member of the Uganda Institution of Professional Engineering (MUIPE) Key Qualifications Eng. Stephen Kawuma is an experienced civil engineer, who has built up his career in Civil and Structural Engineering and Project Management over the last 29 years. Similar Projects of particular interest have included:- 1. Investigations into causes of structural failure of new structures for Kaabong Hospital, Kotido district for the Ministry of Health, Government of Uganda: Design of remedial measures and new Theater and residential blocks. Work on the Theater was completed in 2006. The cost was around Shs1.2 Billion 2. New Casualty ward for Entebbe Hospital for Ministry of health, Government of Uganda. Work was completed in 2007 and cost Shs 1 Billion 3. New Clinical ward for Arua Hospital for Ministry of health, Government of Uganda. Work is ongoing estimated to cost Shs 3 Billion. 4. New Commercial Court Building on Plot 14 Lumumba Avenue. Works cost 3.5 Billion and were completed in 2008.
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5. New Clinical Building for Hospice Africa – Uganda at Makindye, Kampala. Work to end in two months time and to cost around Shs 1.7 Billion cost Shs 4 Billion, from Jan 2009 and ending soon.

6. Extensions to Mbale Resort Hotel, Mbale town for Shs 4 Billion. Work has reached practical completion.

Education:

1982: - Patrice Lumumba Peoples Friendship University Moscow.

- Graduated with Masters of Science in Civil Engineering.

- Computer Literate: Microsoft Office
Auto CAD
Prokon

Employment Record:

1997 To date: - Associated Engineering Services, - Consulting Engineers.
- Managing Director of Associated Engineering Services.
- Project Manager in charge of all Civil and Structural works for Design and supervision:
-

Item	Project Description	From To:
1	Proposed New Clinical Block for Hospice Africa – Uganda; design & Supervision (2 Levels)	Jan -2009 – Ending in 2 months
2	Extensions to Mbale Resort Hotel (4 Levels including a basement)	2006-2009
3	Proposed Clinical Block at Entebbe grade 2 Hospital for Ministry of Health (2 Levels)	2007- 2007
4	Proposed Clinical Block at Arua Hospital for Ministry of Health (5 Levels)	2008- Ongoing
5	Commercial Court building on Plot 14 Lumumba Ave, Nakasero, Kampala: (4 Levels including a basement)	2005-2008

	6	Remedial works at Kaabong Hospital, Kotido District, for ministry of Health	Completed in 2005
	7	New Maternity Ward at Kisubi Hospital – Supervising Consultant	Completed in 2007
	8	New Dormitory block for Holy Cross Secondary School in Jinja (2 Levels)	Completed 2006
	9	Students Study Center Plot 2 Kyadondo Road (2 Levels)	Kyoga Foundation 2004-2005
	10	Pearl Crest Hospitality Center Plot 6 Kyadondo Road (2 Levels)	Kyoga Foundation 2004 – 2005
	11	Extension of Office Block at Mengo, Kisenyi (2 Levels)	AIDS Information Center 2001-2002
	12	Hotel at Mumyuka Road, Kayunga in Kayunga District	Katikamu Trading Center 2001- 2002
	1999 – 2001 MBW Consulting Engineers: Project Manager, Civil/Structural Engineering for design and supervision of various projects including: -		
	Item	Project Description	Client/Year
	1	Structural appraisal, design of remedial works and supervision of Crested Crane Hotel, Jinja	MTTI 2001
	2	Structural appraisal, design of remedial works and supervision of National Museum, Kampala	MTTI 2001
	3	New Children's Ward Kibuli	2000 –2001
	4	Buzibira Primary School, Kamuli District	Plan International 2001 - 2002
	5	Installation of a new production line at Uganda clays, Kajjansi	Uganda Clays, Kajjansi 2000 –2001
	6	Development of divestiture strategy for KCC for Nakawa & Naguru Estate	KCC 2001
	7	Rehabilitation of Tororo and extension of Bushenyi Districts administration blocks	Respective districts 1999-2000
	8	Supervision of Rural Feeder road works in Gulu District	ACDI/VOCA 2002

9	New Library Block: Ntare School	2001 (Ministry of Education)
10	Rehabilitation of Jinja Hospital	1999-2001 Min. of Health
11	Rehabilitation of Health Centres in 12 Districts	Min. of Health
12	Supervision of Kyotera Mutukula road surfacing works	RAFU/Min. of Works 2000
13	Structural appraisal, design & supervision of Canon Apollo Core Primary Teachers College, Fort Portal	1999
14	Structural/Civil Supervisors-Lincoln International School New Campus at Lubowa	LISU 1999
15	Technical Handbook under schools facilities Grant (SFG)- civil/structural engineers	Min. of Education

1997 – 1999: Managing Director: Associated Engineering Services- Consulting Engineers. The firm registered in 1997. Works included: -

Item	Project Description	Client/Year
1	Rwenzori Courts Ltd Kampala: Resident Engineer	1998-1999 for Rwenzori Courts Ltd
2	Offices and show rooms (design & supervision)	1998 for Uganda small scale industries Ltd
3	Refurbishment of travelers Rest Hotel-Kisoro Design and supervision	1997 for Kabale Catholic Diocese
4	Warehouse in Iganga design	Bukoli Development

1992-1997: Uganda Consolidated Properties Ltd. (Assistant Technical Manager, Maintenance.

- Oversee the maintenance of all company assets-over 100 residential houses, 3 office blocks and 5 blocks of flats in Kampala, Jinja and Tororo; e.g. Embassy House etc
- Physical inspection of the building structures: establishing existing conditions and recommending remedial measures and implementing executive decisions on refurbishment redesign and or strengthening, extension or even demolishing.

	- Supervision of the addition of a floor to development House on Parliament Avenue, Kampala. from 1996-1997 US\$ 857,000 - Supervision of the construction of 2x2 unit flats on plot Wampewo Avenue, Kampala from 1995 amount 0.25mn. - Supervision of in house refurbishing four blocks of flats in Kampala and tens of maisonettes and bungalows of flats in Jinja and Tororo.
	1985-1992 Steel masters Limited Technical Manager-Construction In overall charge of the construction arm of the company to plan and execute construction work undertaken by the company, heading subordinate staff. 1983-1985 Roko Construction Ltd Civil Engineer Supervisor of construction works on site at Nalukolongo Railway locomotive depot.
	Languages English: Speaking, Reading, Writing - Excellent Swahili: Speaking, Reading, Writing - Excellent

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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1. Margin of Preference: NOT APPLICABLE**2. Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 (a) Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.1 (b) Post Qualification

Post qualification evaluation will be carried out on the lowest evaluated bidder as specified below:-

- i. Legal Requirements** – Due diligence shall be done to verify ownership of the company and its registration with an appropriate body in the country of principal business.
- ii. Technical Requirements**—Due diligence shall be done to:
 - a) Verify and validate the bidder's performance on previous private and public contracts both stated and unstated (that are known or become known to the Employer) in the bidder's submission.
 - b) Verify and validate current commitments and litigation record of the bidder.
 - c) Verify and validate the Bidder's compliance to Environmental and Social safeguards on previous private and public contracts both stated and unstated in the Bidder's submission (that are known or become known to the Employer). Bidders established to have been noncompliant to Environmental and Social safeguards on a previous contract or contracts shall be disqualified.
- iii. Financial Requirements** - Due diligence shall be done to verify and ascertain the information on financial situation and performance provided by the bidder.

A bidder not meeting any of the above criteria shall be rejected.

2.2 Multiple Contracts

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, N4, N5 etc. shall be different contracts:

(i)

Lot 1: Two (2) contracts (N1), each of minimum value UGX 5,600,000,000

Lot 2: Two (2) contracts (N2), each of minimum value UGX 7,700,000,000

Lot 3: Two (2) contracts (N3), each of minimum value UGX 1,900,000,000

Lot 4: Two (2) contracts (N4), each of minimum value UGX 1,600,000,000

Lot 5: Two (2) contracts (N5), each of minimum value UGX 2,000,000,000

(ii) **OR**

Lot 1: Two (2) contracts (N1), each of minimum value UGX 5,600,000,000 or one contract with total value of contract equal or more than $2 \times \text{UGX } 5,600,000,000 = \text{UGX } 11,200,000,000$

Lot 2: Two (2) contracts (N2), each of minimum value UGX 7,700,000,000 one contract with total value of contract equal or more than $2 \times \text{UGX } 7,700,000,000 = \text{UGX } 15,400,000,000$

Lot 3: Two (2) contracts (N3), each of minimum value UGX 1,900,000,000 or one contract with total value of contract equal or more than $2 \times \text{UGX } 1,900,000,000 = \text{UGX } 3,800,000,000$

Lot 4: Two (2) contracts (N4), each of minimum value UGX 1,600,000,000 or one contract with total value of contract equal or more than $2 \times \text{UGX } 1,600,000,000 = \text{UGX } 3,200,000,000$

Lot 5: Two (2) contracts (N5), each of minimum value UGX 2,000,000,000 or one contract with total value of contract equal or more than $2 \times \text{UGX } 2,000,000,000 = \text{UGX } 4,000,000,000$

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: **NOT APPLICABLE**

2.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **NOT APPLICABLE**

2.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

3. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ³ did not occur as a result of contractor default since 1 st May 2014.	Must meet requirement ¹ ²	Must meet requirements	Must meet requirement ⁴	N/A	Form CON-2

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

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

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁵ since 1st May 2014.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ⁶ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
2.6	Adjustments for Quantifiable nonmaterial nonconformities	In reference to ITB 30.3, The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use the Engineer’s Estimate.	N/A	N/A	N/A	N/A	

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

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as follows: Lot 1 – Ugx 1,700,000,000 Lot 2 – Ugx 2,400,000,000 Lot 3 – Ugx 600,000,000 Lot 4 – Ugx 500,000,000 Lot 5 – Ugx 550,000,000 for the subject contract(s) net of the Bidders other commitments over a period of a 3 months cycle. (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet Requirement	Must meet 50% of the requirement	Must meet 50% of the requirement	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last three(3) years (2016, 2017, 2018) shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.	Must meet requirement	Must meet the requirement	Must meet 50% of requirement	Must meet 50% of the requirement	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of : Lot 1 – Ugx 11,000,000,000 Lot 2 – Ugx 15,000,000,000 Lot 3 – Ugx 4,000,000,000 Lot 4 – Ugx 3,200,000,000 Lot 5 – Ugx 3,800,000,000 calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet Fifty percent (50%) , of the requirement	Must meet Fifty percent (50%) , of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Five (5) years , starting 1st May 2014 , and with activity in at least 6 months in each year	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	i) A minimum number of similar⁷ contracts specified below that have been satisfactorily and substantially⁸ completed as a prime contractor, joint venture member⁹, management contractor or sub-contractor⁹ between 1st May 2014 and 1st May 2019 2 similar contracts, each of minimum value stated per lot as below: Lot 1: 5,600,000,000 Lot 2: 7,700,000,000 Lot 3: 1,900,000,000 Lot 4: 1,600,000,000	Must meet requirement	Must meet requirement ¹⁰	Must meet Fifty percent (50%), of the requirement	Must meet Seventy percent (70%), of the requirement	Form EXP 4.2(a)

⁷ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements.

Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁸ Substantial completion shall be based on 80% or more works completed under the contract.

⁹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

¹⁰ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Lot 5: 2,00,000,000					
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ¹¹ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹³	Form EXP – 4.2 (b)

entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

¹¹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

¹³ Requirement can be met through a Specialized Sub-contractor

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		following key activities successfully completed¹²: as follows : For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed : as follows Lot; 1 Floor area 3,000 sqm/annum Reinforced concrete 450 CUM/annum Structural steel roofing 40 tonnes/annum Lot; 2 Floor area 4,000 sqm/annum Reinforced concrete 550 CUM/annum Structural steel roofing 30 tonnes/annum Lot; 3					

¹² Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Floor area 1,000 sqm/annum Reinforced concrete 100 CUM/annum Structural steel roofing 15 tonnes/annum Lot; 4 Floor area 1,000 sqm/annum Reinforced concrete 85 CUM/annum Structural steel roofing 15 tonnes/annum Lot; 5 Floor area 1,000 sqm/annum Reinforced concrete 100 CUM/annum Structural steel roofing 15 tonnes/annum					

5. Key Personnel required per lot

- i. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.
- ii. Bidders submitting bids for multiple lots (that is, more than one lot) must indicate different personnel for each lot.
- iii. Bidders are advised that works on all the sites for different lots will be executed concurrently. To qualify for award of multiple contracts (contracts for one than one lot) the Bidder must therefore provide Key personnel that meet the aggregate requirement for the lots bid for, thus demonstrating capacity of the bidder to execute the works for multiple contracts/lots simultaneously.
- iv. The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

Key Personnel required per lot

S/N.	Position	Keys qualifications	General Experience (years)	In Similar Works Experience (years)	No of Staff Required				
					Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
1	Contracts Manager	Degree in either Building or Civil Engineering or Architecture or an Equivalent/related field. Registered with the Engineers Registration Board or Architects Registration Board of Uganda or by recognised international competent authority and having a valid practicing license. Should have experience in works of an equivalent or similar nature in value, scope and complexity. Should have experience of not less than 5 years as Contracts Manager.	8	5	1	1	1	1	1
2	Site Engineer	Bachelor's Degree in Civil and Building Engineering or Higher Diploma in Civil Engineering	6	4	1	1	1	1	1
3	Quantity Surveyor	Bachelor's Degree in Quantity Surveying or Building Economics. Should be a member of Institution of Surveyors of Uganda.	6	4	1	1	1	1	1
4	Health and Safety Expert	Bachelors Degree in Sciences, Physical Sciences or related discipline with post graduate training in HSE or equivalent.	6	4	1	1	1	1	1
5	Environment alist	Bachelors Degree in Environmental Engineering or Sciences, Physical Sciences or related discipline with post graduate training in the environmental field.	6	4	1	1	1	1	1
6	Sociologist	Bachelors Degree in Social Sciences or related discipline with post graduate training in sociology or equivalent.	6	4	1	1	1	1	1
7	Mechanical Technician	Higher National Diploma in Mechanical Engineering	6	4	1	1	1	1	1
8	Electrical Technician	Higher National Diploma in Electrical Engineering	6	4	1	1	1	1	1
9	Site Foreman	Higher National Diploma in Building and Civil Engineering	6	4	1	1	1	1	1

6. Equipment required per lot

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

- i) Bidders submitting bids for multiple lots (that is, more than one lot) must indicate different equipment for each lot.
- ii) Bidders are advised that works on all the sites for different lots will be executed concurrently.
- iii) To qualify for award of multiple contracts (contracts for one than one lot) the Bidder must therefore provide Equipment that meet the aggregate requirement for the lots bid for thus demonstrating capacity of the bidder to execute the works for multiple contracts/lots simultaneously.
- iv) The Bidder must demonstrate that it has the key equipment listed hereafter for each Lot:

Equipment required for Lot 1 and 2

No.	Equipment Type and Characteristics	Minimum Number required	
		Lot 1	Lot 2
1	Steel scaffolding (500 m ²)	1	1
2	Tipper /Dump Trucks (20 tonnes)	1	1
3	Excavator	1	1
4	Steel Drum Rollers, 5 tonnes	1	1
5	Welding set 300 Amp (1 operator)	1	1
6	Concrete Mixer 0.3m ³	2	2
7	Compactor (1 tonne)	2	2
8	20 KVA Generator	1	1

Equipment required for Lot 3, 4, & 5

No.	Equipment Type and Characteristics	Minimum Number required		
		Lot 3	Lot 4	Lot 5
1	Steel scaffolding (300 m ²)	1	1	1
2	Tipper /Dump Trucks (20 tonnes)	1	1	1
3	Excavator	1	1	1
4	Steel Drum Rollers, 5 tonnes	1	1	1
5	Welding set 300 Amp (1 operator)	1	1	1
6	Concrete Mixer 0.3m ³	1	1	1
7	Compactor (1 tonne)	1	1	1

8	20 KVA Generator	1	1	1
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The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

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

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Letter of Bid

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

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

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

ICB No.: *[insert number of bidding process]*

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

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

To: *[insert complete name of Employer]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: **[insert a brief description of the Works]**;

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

*In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]**;*

*In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]**;*

*In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;*

- (f) The discounts offered and the methodology for their application are:

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

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

- (g) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, **Delete if not applicable***] in accordance with the Bidding Documents;
- (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 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁴
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

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

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

¹⁴ Bidder to use as appropriate

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

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

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

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

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

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

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

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

Bill of Quantities

See Volume 4 of 5

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of 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 or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary

upon the instruction of the Applicant; and (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 indicated above on or before that date.

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

[signature(s)]

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

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
-
- **Equipment**
-
- **Site Organization**
-
- **Method Statement**
-
- **Mobilization Schedule**
-
- **Construction Schedule**
-
- **ESHS Management Strategies and Implementation Plans**
-
- **Code of Conduct (ESHS)**
-
- **Others**

Form PER -1

Key Personnel Schedule

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

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
4.	Title of position:	
	Name of candidate:	

	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
6..... etc		

Form PER-2:

Resume and Declaration Key Personnel

Name of Bidder

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency	
details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

Project	Role	Duration of involvement	Relevant experience

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	
Time commitment:	

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

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

Site Organization

The Bidder shall provide a comprehensive site organization and ensure that;

- i) All the key departments are represented; the responsibilities and chains of command are well defined to ensure smooth execution of the project.
- ii) Appropriate coordination is planned between the contractor's site office, the Project Engineer and the client.
- iii) There is clear linkage between the project site organization and the bidder's Head Office - for efficient communication, and faster decision making.

Method Statement

The Bidder shall provide a comprehensive Method Statement for the works and ensure that:

- i) It covers the whole range of key activities and how those key activities are to be executed.
- ii) The procedures proposed are appropriate and acceptable.
- iii) Controls and checks are included for quality assurance of works (Quality Management Plan).
- iv) It complies with the health and safety safeguards.

Mobilization Schedule

The bidder shall provide a Mobilization Schedule in sufficient detail and ensure that;

- i) Critical site establishment activities are outlined and sequenced appropriately in preparation for the commencement of permanent works.
- ii) The mobilisation period is realistic against the given total construction period.

Construction Schedule

The bidder shall provide a construction schedule in sufficient detail and ensure that;

- i) it complies with expected construction delivery time
- ii) it is appropriately resourced and in conformity with the proposed Method Statement
- iii) the work scheduling is within the time limit allowed by the bidding document
- iv) it demonstrates a logical sequence of the activities
- v) it provides for defects liability period after practical completion of works in conformity with GCC 34.1

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

The ESHS Policy for Uganda Skills Development Project is fully described in Section VII (Work Requirements)

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

The Code of Conduct for Uganda Skills Development Project is fully described in Section VII (Work Requirements).

Others

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
☐ No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

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

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

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

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

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</i>

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

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

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for 3 (three) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

☐ Attached are copies of financial statements¹⁵ for the _____ years required above; and complying with the requirements

¹⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN - 3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁶ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITB 34.2 and 34.3): _____

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

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

¹⁶ If applicable.

Address:	
Telephone/fax number	
E-mail:	

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

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

Section V - Eligible Countries

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

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 ***NONE***

Under ITB 4.7 (b) and 5.1 ***NONE***

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), 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 contracts.¹⁷ 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 party;¹⁸
 - (ii) “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;¹⁹
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²⁰
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²¹

¹⁷ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁸ 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 World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁹ 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.

²⁰ 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.

²¹ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (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 loan 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 the loan 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 procedures,²² 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; and (ii) to be a nominated²³;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to

²² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) 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, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²³ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) 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 requirements for the particular bid; or (ii) appointed by the Borrower.

the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 – Works Requirements

Section VII - Works Requirements

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i) Scope of Works

The Scope of works is as follows:

1. GENERAL INFORMATION

1. The works are to be carried out at technical colleges which are operational. The colleges must remain functional through-out the construction period. Bidders are advised that their program for the works must take this into consideration and ensure that all works are completed within the stipulated Contract Period.
2. Where a Lot (Contract) comprises works on more than one site, bidders are advised that they must take possession of all the sites and simultaneously commence works on all sites upon commencement of the contract. The Technical proposal should thus demonstrate capacity of the bidder to execute works on all sites simultaneously.
3. The works to be carried out at each site are summarized in this section by listing the gross floor areas of the buildings to be constructed. Details of works on each site can be obtained from Volume 4 of 4 (Drawings) of the Bidding Documents.
4. The works to be executed includes Builder's civil works and external works as detailed Volume 4 of 4 (Drawings) for each site.
5. Bidders are expected to familiarize themselves with the following for each bid they are to submit;
 - a. Location of the sites
 - b. Access to the sites

- c. Availability of services
- d. Availability of local materials
- e. Availability of skilled and unskilled labor in the project locality
- f. Scope of works and sequence of execution of works to ensure non-disruption of services during the construction period.
- g. Proposed mitigation measures for the potential environmental and social impacts/safeguards identified in the project briefs to be implemented by the contractor.

Lot	Description	Location	Scope
1	CONSTRUCTION OF FACILITIES AT BUKALASA AGRICULTURAL COLLEGE (BAC) (CARRICULUM BASED)	BAC	REHABILITATION OF CLASSROOM BLOCKS, REHABILITATION OF TOILETS,REHABILITATION OF LABORATORIES,CONSTRUCTION OF CALF AND STEER PEN, TOILET AND LAUNDRY, TOILETS,INCENERATORS,GENERATOR HOUSE, BROILER UNIT, LAYER UNIT,PULLET BARN, PIGGERY UNITS, ZERO GRAZING UNITS, AGRI-PROCESSING UNIT, FEED MILL, MILK PROCESSING HOUSE, RENOVATION OF DEMONSTRATION UNIT, EXTERNAL WORKS
2	CONSTRUCTION OF FACILITIES AT BUKALASA AGRICULTURAL COLLEGE (BAC) (NON CARRICULUM - TRAINING AND LEARNING)	BAC	CONSTRUCTION OF 2-STOREY LIBRARY BLOCK EXTERNAL WORKS
3	CONSTRUCTION OF FACILITIES AT KABERAMAIDO TECHNICAL INSTITUTE	KABERAMAIDO	CONSTRUCTION OF SPRAY RACE, FEEDMILL, MILK PROCESSING HOUSE MILKING PARLOUR EXTERNAL WORKS
4	CONSTRUCTION OF FACILITIES AT	RWENTANGA FI	CONSTRUCTION OF 2-STOREY LIBRARY BLOCK EXTERNAL WORKS

	RWENTANGA FARM INSTITUTE		
5	CONSTRUCTION OF FACILITIES SSESE FARM INSTITUTE	SSESE FI	CONSTRUCTION OF ZERO GRAZING UNIT, MILK PROCESSING UNIT MILKING HOUSE EXTERNAL WORKS

ii) Specifications

The Specifications are contained in a separately bound volume titled: Volume 2 of 5

iii. The ESHS Policy for Uganda Skills Development Project



The Republic of Uganda
Ministry of Education and Sports

UGANDA SKILLS DEVELOPMENT PROJECT (USDP)



ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY POLICY

PREPARED BY
THE PROJECT COORDINATION UNIT (PCU)
USDP
JULY 2019

1.0 Introduction

This environmental, social, health and safety (ESHS) policy has been developed to guide management of environmental, social, health and safety issues during construction works at the Uganda Skills Development Project (USDP) projects sites, that is: the Centers of Excellence (CoE) and the Vocational Technical Institutions (VTIs). It is important that different Contractors develop their own ESHS policies to guide their employees. However, it is more important that the Ministry/Project Coordination Unit (PCU) develops a standard ESHS policy to be included in the Standard Bidding Documents to guide the contractors, hence this ESHS policy has been developed to serve that purpose.

2.0 Purpose of the Environmental and Social Policy

The Ministry of Education and Sports is committed to streamlining environmental sustainability and social acceptability by integrating environmental, social, health and safety requirements into the infrastructural development processes at CoE and VTIs and other Institutions; aimed at ensuring compliance with the relevant national policies, laws and regulations, standards, best construction practices and World Bank Safeguards Policies. This Environmental and Social Policy will ensure that development of infrastructure and facilities at educational institutions is achieved with due consideration of environmental and social sustainability while contributing to the mandate of the Ministry of Education and Sports (MoES) *"to provide quality Education and Sports services in the country"*.

This policy particularly focuses on establishment and upgrade of physical infrastructure, including civil works and establishment of modern workshops and classrooms with latest equipment and machinery and multi-media facilities under the World Bank funded USDP at the CoE and VTI. It will also cover similar infrastructure at the CoE under the World Bank funded Albertine Region Sustainable Development Project (ARSDP).

The policy therefore, outlines the objectives and strategies through which MoES seeks to mainstream environmental and social considerations into the implementation of USDP and ARSDP civil works components through:

- i. Defining the policy goals;
- ii. Describing the roles and responsibilities of MoES/PCU in the project implementation; and
- iii. Based on i and ii above, setting a platform for enforcing compliance with environmental and social safeguards.

2.1 Policy Goal;

The goal of the Environmental and Social Policy is “***to ensure efficient and effective application of environmental, social, health and safety requirements in the proposed establishment and upgrade of physical infrastructure***” at the CoE and VTIs.

2.2 Policy Objectives;

The objectives of this environmental and social²⁴ policy are to:

- i. Stimulate and enforce the application of good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
- ii. Guide the provision of, and maintaining a healthy and safe work environment and safe systems of work;
- iii. Ensure compliance with all environmental, social, health & safety laws and regulations, and standards;
- iv. Protect the health and safety of local communities and users, with particular concern for the disabled, elderly, or otherwise vulnerable;
- v. Ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the International Labour Organisation (ILO) labour conventions to which Uganda is a signatory;
- vi. Be intolerant of, and enforce disciplinary measures for Gender Based Violence (GBV), child sacrifice, child defilement, and Sexual Exploitation and Abuse (SEA) and any other illegal activities;
- vii. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the civil Works;
- viii. Work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
- ix. Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
- x. Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation;
- xi. Minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;
- xii. Ensure that all grievances raised by the stakeholders are promptly and urgently handled including referrals to relevant mandated agencies.
- xiii. Ensure sound and adequate Waste management.

²⁴For the purpose of this policy, Social is comprehensively defined to include issues which pertain to project affected people and their communities and workers and related to socioeconomic status, vulnerability, gender identity, human rights, cultural heritage, labour and working conditions, health and safety and participation in decision making.

3.0 Mainstreaming Environmental, Social, Health and Safety considerations in the Civil Works and implementation operations

3.1 Commitments

- i. MoES/PCU shall ensure that implementation operations at all CoE and VTIs sub project sites and operations at ancillary facilities shall be structured to be consistent with the requirements of this Policy.
- ii. The Client (MoES/PCU) shall enforce compliance with all resource consent conditions (Conditions provided to permits or licenses to exploit natural resources).²⁵
- iii. MoES through the PCUs shall ensure through its environmental and social monitoring processes²⁶, that the proposed projects at the CoE and VTIs are implemented and operated in compliance with applicable national regulatory requirements and international best practice. That's the project operations shall be aligned with applicable laws and World Bank Safeguard policies.
- iv. Consistent with (iii) above, MoES/PCU will observe total compliance with Ugandan Laws relevant to the use of environment, labour, health and safety among all the project implementation partners, including the Supervising Consultants, the Contractors and subcontractors.
- v. As a beneficiary of the World Bank funding, MoES commits to promote the adoption of the World Bank environmental and social safeguards as applicable in the implementation of USDP and ARSDP Projects. Where the relevant national policies and regulations differ from the World Bank substantive environmental standards and social requirements, the implementation will be expected to meet whichever is more stringent.
- vi. The MoES through the PCU and relevant Departments, firmly commits to monitor project activities to streamline practical implementation of occupational health and safety measures that provide: (i) preventive and protective measures, mostly involving modification, substitution, or elimination of hazardous conditions or substances; (ii) equipment to minimize risks, and require and/or enforce its use; (iii) personal protective equipment (PPE) at no cost to the workers/and or monitoring teams during monitoring; and (iv) training to workers through toolbox talks, to use and comply with health and safety procedures and protective equipment.
- vii. The MoES strongly promotes gender equality and gender mainstreaming including a requirement of having operational gender action plans in place. Thus, MoES commits to ensure that all parties on the project identify any potential gender specific and disproportionate adverse impacts and promptly employs identifiable mitigation measures enshrined in the ESMP as well as national regulations, best industry practice and World Bank safeguards.

- viii. The MoES shall guide the efforts to enhance the positive gender impact of projects through active promotion of equal access to opportunities and women's socio-economic empowerment, particularly with respect to access to services and employment.
- ix. The MoES/PCU identifies with efforts to address the causes and the consequences of climate change. Therefore the institution will ensure, whenever appropriate, application of climate-change mitigation and adaptation opportunities during the project implementation such as managing identified environmental offsets and avoid using equipment containing chlorofluorocarbons.
- x. The MoES shall invest in/undertake continued stakeholder engagement and observe social safeguard requirements including sharing information with all the relevant stakeholders to provide transparency and accountability. MoES will therefore, disclose important information for public consumption including the Environmental and Social Impact Assessment reports and engagement in constructive dialogue with stakeholders to promote social acceptance and social sustainability of the projects.

3.2 Responsibilities

To achieve the above stated objectives, the different project implementing parties, namely; MoES, the Supervising Consultant and the Contractor shall carry out various responsibilities.

As the developer, MoES/PCU will play a major role in ensuring efficient operations during mobilisation/deployment, construction, operation and decommissioning of the project. Working in coordination with the Supervising Consultant and the Contractors, MoES/PCU shall critically monitor the performance of the project to ensure the following:

- (i) Effective collaboration with Government agencies and Local Government units such as: District Education, Environment, Labour, Probation, Health, Police, Community Development and Local Councils²⁷.

²⁵ The permits include the water abstraction permits in case the contractors need to access surface water and/or drilling boreholes to access ground water. In addition, the contractors/sub-contractors may need permits for stone/aggregates or sand extraction.

²⁶ The processes include submission and approval of the CESMP, Ethical Code of Code Conduct, the HSE Policy for the Contractor, a designated HSE Officer to handle HSE Issues, Capacity building and training of the workers by the contractors, and putting in place Grievance Redress Committees (GRCs) to grievances such as child labour and gender based violence among others.

²⁷ The mandate and roles of Agencies will be outlined and elaborated in detail in the supervision and monitoring plan, but in summary include: inspections/follow-up and advise contractors on implementation of environmental and social mitigation measures; organize and participate in community/school sensitization meetings, advise on child protection and gender issues; provide guidance on occupational safety and health-issues of occupational permits; handle grievances and prosecute cases and follow referral mechanisms and provide monthly and quarterly reports as the cases may be.

- (ii)
- (iii) Minimum disruption to the activities at the project sites including host communities around/near the project site and project workers. Minimum disruption will be further ensured at project supporting facilities such as campsites and others.
- (iv)
- (v) The contractor processes and obtains relevant permits/licenses from Ministries, Departments and Agencies and Local Governments where necessary and applicable in execution of works (such as extraction of local resources/materials, disposal of waste, abstraction of ground water etc). However, any attempt to open up fresh sites for borrow materials by contractor shall be preceded by a comprehensive environmental study and adequate restoration after decommissioning. Overall, these processes would guide the design of feasible mitigation measures.
- (vi) The Contractor's Environmental and Social Management Plan (CESMP) is comprehensive and covers all environmental, social, health and safety aspects as addressed by the ESIA and/or ESMMP, ESMF, RPF, approvals and permits. MoES has the duty to ensure that the Contractor is assisted to understand their responsibility to operate within the framework of the measures defined in the ESIA/ESMMP and ESMF as well as the RPF guidelines on land acquisition. MoES will have to ensure that the Contractor has adequate resources for management of environmental and social aspects.
- (vii) MoES/CMU/PCU takes the primary responsibility to oversee the provision of safe and healthy conditions for the project workers and where possible monitoring the Contractors' efforts to inform, train, supervise and consult workers on health and safety. MoES/CMU/PCU team with competences in health and safety participates in the processes and ensures that workers observe their commensurate responsibility to cooperate actively with the Contractor (employer's guidance and code of conduct) and take care of their own health and safety as well as the health and safety others.
- (viii) Environmental and Social Development Specialists integrate the components of ESMP into the bidding documents to ensure that the Contractors are conscious of the environmental, social, health and safety requirements right from the bidding stage.
- (ix) Ensure that the Supervising consultant and the Contractor are adequately staffed with competent personnel to manage the implementation of environmental, social, health and safety requirements.
- (x) Conduct regular monitoring and reporting activities to ensure that all the challenges and opportunities registered during the project implementation are recorded as learning lessons for the future projects.

- (xi) Findings from project monitoring are shared onsite with the Contractor and instructions issued prior to the dissemination of the information on non-compliances with other parties for immediate action.
- (xii) The responsible environmental and social development specialists shall ensure to actively involve relevant directorates/departments within MoES as well as other Lead Agencies such as the National Environment Management Authority (NEMA), Ministry of Gender, Labour and Social Development (MoGLSD²⁸), Ministry of Lands Housing and Urban Development (MoLHUD), Directorate of Water Resources Management (DWRM), Department of Wetlands Management, and the various Local Governments, during the implementation of the project.
- (xiii) Regularly monitor compliance with environmental and social requirements at all ancillary project sites and enforce the compliance of all sub-contractors on the project.
- (xiv) Enforce the formation and operationalisation of a robust Grievance Redress Committee (GRC) to handle the grievances emerging during the project implementation. The GRC shall institute mechanisms to gather and address the grievances from the workers and communities around/near the project sites²⁹.
- (xv) Oversee the preparation of the Decommissioning Plan four months before the completion of the project construction activities.

4.0 Concluding Policy Statement

Ministry of Education and Sports firmly commits to an environmental and social policy that enables all civil works to be conducted in an environmentally and socially sustainable manner, and as practicable as possible, with emphasis on all possible measures to mitigate or at least reduce risks to health, safety and welfare of workers, contractors, authorized visitors to the project sites, project host communities and members of the general public.

The Ministry recognizes the importance of environmental and social risk mitigation and management including active involvement of multiple stakeholders to make the implementation of the policy possible. In particular, effective supervision by the Ministry and the Supervising Consultants as well as the co-operation of all Contractors, workers, and members of the public is critical in managing the environmental and social in the beneficiary

²⁸ In summary these shall include: advice on child protection and Gender issues; guidance on occupational safety and health-issues of occupational permits; focal point officer for the project in the Ministry; and participation in monitoring and preparation of quarterly reports.

²⁹ The Grievance Management Committees (GMCs) will be separated as shall be outlined in the Grievance Redress Mechanism (GRM) for the project; and these shall include: Site level, College/School level, Community level, District level, and National/Ministry level.

institutions. With firm application, the policy will create a safe working environment with minimal accidents and social sustainability.

iv. The Code of Conduct for Uganda Skills Development Project



The Republic of Uganda
Ministry of Education and Sports

UGANDA SKILLS DEVELOPMENT PROJECT (USD)



ETHICAL CODE OF CONDUCT (ECC) FOR STAKEHOLDERS

PREPARED BY
THE PROJECT COORDINATION UNIT(PCU)
USD
JUNE 2019

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LIST OF ACRONYMS

CRC	Convention on the Rights of the Child
ECC	Ethical Code of Conduct
LC	Local Council
MoES	Ministry of Education and Sports
MoGLSD	Ministry of Gender, Labor and Social Development
PTA	Parents Teachers Association
SMC	School Management Committee
USDP	Uganda Skills Development Project
UTSEP	Uganda Teacher and School Effectiveness Project
VAC	Violence against Children
VACiS	Violence against Children in Schools

1.0 INTRODUCTION

This Code of Conduct (ECC) has been developed to address ethics and behavior of the different Contractors and their respective staff during and after their construction work at the USDP project sites. It is noted by the Ministry of Education and Sports that the different Contractors will develop their individual Codes of Conduct as guided by the project, however, it is important the Ministry develops one to guide the contractors on dos and don'ts, especially in child protection, Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GB).

1.1 Project Background

The Government of Uganda received a loan of 100 million (US Dollars) from World Bank. Part of the fund is to facilitate establishment and upgrade of physical infrastructure, including civil works and establishment of modern workshops and classrooms with latest equipment and machinery and multi-media facilities under the Uganda Skills Development Project in Centre's of Excellence (CoE) and Vocational Technical Institutions (VTIs). The loan is supervised by World Bank/ International Development Association. The project has three major components; (i) Institutionalizing systemic reforms in skill development, (ii) Improving quality and relevance of skill development, (iii) Employer-led short-term training and recognition of prior learning; and Project management, monitoring and evaluation.

1.2 The Social Risk Management Component

Through a number of cases, experience has shown that there are a number of social risks associated with construction projects that involve labor influx in which children and women are often disproportionately affected through their exposure to sexual violence and other social risks. There are cases of sexual exploitation and abuse (SEA) and Gender Based Violence (GBV) usually reported during construction activities which need to be addressed and managed in the project implementation cycle.

Different Contractors will be hired by the Government of Uganda specifically the Ministry of Education and Sports (MoES) to implement the civil/ construction

works of the project at the CoE and VTIs. Each of these will come along with several employees whose behaviors are not unknown, diverse and differed accordingly.

There is thus need to put in place a code of Conduct for the Contractors and their respective workers to ensure compliance with the project norms, standards and laws and policies of Uganda and to safe guard the rights of children, women and other project stakeholders and beneficiaries.

As such, the provisions in this Code of Conduct have been drawn from the experiences of the Monitoring teams under the UTSEP project, Partners documents on the Ethical Code of Conduct and Safeguarding Policies, as well as provisions from the Uganda labour and human rights protection laws and policies. These have facilitated the development of a standard Code of Conduct by the MoES for Contractors to be hired under USDP.

1.3 MoES National Mandate, Mission and Vision

The mandate of the Ministry of Education and Sports (MoES) is to provide quality Education and sports services in the country, while the Mission is to provide technical support, guide, coordinate, regulate and promote quality education, training and sports to all persons in Uganda for national integration, development and individual advancement. The Vision for the Ministry is; "Quality and appropriate Education and Sports services, for all". It is the mandate of the Ministry of Education to put in place measures to protect all stakeholders including students/children from violence in schools.

1.4 Rationale for development of the ECC

Violence against Children (VAC), SEA and GBV occur at all levels of society; in our homes, communities, and schools. The UN Convention on the Rights of Children (CRC) defines violence as all forms of physical, or mental violence, injury and abuse, neglect or negligent behavior, maltreatment or exploitation including sexual abuse that are inflicted onto children.³⁰

The Children Act (Amendment) of 2016 expanded children's rights to include protection "against all forms of violence including exploitation, child sacrifice, child labor, child marriage, child trafficking, institutional abuse, female genital mutilation, and any other form of physical or emotional abuse." The UN Convention on the Rights of the Child (CRC) article 19, requires all governments to ensure that children are protected from all forms of violence. The Constitution of Uganda (1995) protects children and vulnerable groups from any kind of abuse,

³⁰The UN Convention on the Rights of Children

harassment, or ill-treatment and safeguards children from social or economic exploitation.

According to existing research undertaken by the MoES and other Organizations, violence against Children in schools is wide spread.³¹ Sexual Violence especially against girls is rampant, of which 77.7% of the Primary School children and 82% of Secondary school students experienced sexual abuse while at school, according to one of the reports.³² While 8% of the girls were subjected to defilement according to the report, 24% were spoken to in a sexual way, 18% received marriage proposals, while 25% were fondled or touched in a sexual manner.³³

According to the recent National Survey conducted by the MoGLSD in (2018), during childhood, 35.3% of girls and 16.5% of boys in Uganda experienced sexual abuse. Girls were significantly more likely than boys to experience any type of sexual abuse as well as abusive sexual touching, attempted forced or pressured sex, or physically forced sex³⁴. The most frequent first perpetrators of sexual violence against girls during their childhoods (among 18-24 year olds) and most recent perpetrators in the last year (among 13-17 year olds) were neighbors and strangers³⁵.

Evidently, the strangers could be the workers at the different sites and others that children encounter in their daily lives and interactions. It is due to this background that measures to protect children, women and the community from all forms of violence is paramount through the USDP project and could be partly achieved through enforcing an acceptable and uniform code of conduct for the different Contractors and workers at the project sites.

1.5 Purpose of the Ethical Code of Conduct

- To ensure that the Contractors and their respective employees conform to a uniform code of Ethics during and after the project implementation period for social risks mitigation and for the safety of children and other stakeholders.

³¹ National Strategic Plan on Elimination of Violence Against Children in schools (2015-2020)

³² Assessing Child Protection, Safety and Security Issues for Children in Uganda Primary and Secondary Schools by MoES (2012).

³³ Ibid

³⁴ Uganda Violence Against Children Survey; Findings from a National Survey (Ministry of Gender, Labour and Social Development (MoGLSD, 2018).

³⁵ Ibid

1.6 Specific Objectives

- To protect children from sexual violence and other forms of abuse during and after project implementation.
- To safe guard the rights of the different project stakeholders and beneficiaries like the workers, women and community members that may be affected negatively by the labor influx in the project implementation sites.
- To uphold and enforce the labor laws of Uganda.

1.7 Guiding Principles

- The Code of Conduct is guided by the labor laws of Uganda and other relevant policies and development frameworks that prohibit violence against children
- The Code of Conduct further upholds the Human Rights Based Approach (HRBA) that aims at ensuring the rights of the different stakeholders affected by the project are respected and protected.
- The Do No Harm Principle aimed at minimizing harm to any of the project stakeholders is among the core principles
- The Ethical Code of Conduct further takes a Child Centered Approach-that ensures that service providers uphold the needs and interests of children including their safety.
- World Bank Safe guard policies further guided the development of the Ethical Code of Conduct
- Child Participation and Empowerment; a core principle to be upheld by the children affected by the project

1.8 Scope of Implementation and application

- The Code of Conduct is to be implemented by the Contractor and MoES as key facilitators and monitors for its implementation with other stakeholders involved in the USDP project.
- This ECC shall apply to the different stakeholders involved in the implementation of the USDP project; whether directly or indirectly. Notable among the key stakeholders to which the ECC applies shall include; the Contractors, the workers employed by the Contractor, sub-contractors, the Government officials involved in the different project activities, school

children, local leaders including LC1s, School Administration, School Management Structures (e.g. SMCs, PTAs), the community members, Implementing Partners and other CSOs and others stakeholders.

1.9 Interpretation

In this Code, unless the context otherwise requires:-

Accountability	Means a stakeholder being personally responsible for his or her actions or inactions.
Breach	Means failure to honor the provisions in this ethical code of conduct
Child	Means any person below the age of 18
Child Protection	Means any actions aimed at ensuring that the child is not harmed in the course of execution of the project; in this case, USDP activities
Client	Means the Ministry of Education and Sports that represents the Government of Uganda in the implementation of the USDP
Code	Means a set of rules about how people should behave while implementing the USDP
Conduct	Means behavior, attitude and character exhibited by any persons involved in the implementation of the USDP. whether directly or indirectly
Contractor	Means the Companies/ firms entrusted by the Government of Uganda through the Ministry of Education and Sports to provide services for the successful implementation of the USDP
Employer	Means the Contractor/ firm that has recruited persons to support the successful provision of services for the USDP
Ethics	Means a Code of morals applicable during the implementation of the USDP
GPE	Means the Global Partnership for Education project implemented by the Ministry of Education and Sports on behalf of Government of Uganda
Sexual Violence	Means the involvement of a child in sexual activity with another person that he or she does not fully comprehend, or is unable to give informed consent to, or for which the child is not developmentally prepared.

Stake holder	Mean any persons involved in the implementation of the USDP whether directly or indirectly
VAC	Means all forms of physical or mental violence, injury and abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse that can be inflicted onto children during and after the implementation of the USDP
VACiS	Means all forms of violence that takes place within a school setting and those inflicted on children of school going age (3-18) years old.
Sub-contractor/Worker	Means any persons for which their services have been hired by the Contractor on agreeable terms to provide USDP services.

2.0 LEGAL AND POLICY FRAMEWORKS

The enforcers and users of the Ethical Code of Conduct should refer to the following International and Uganda Legal, Policy and Development Frameworks.

- The Constitution of the Republic of Uganda (1995)
- The Employment Act of 2006
- The Labour Disputes (Arbitration and Settlement) No. 8 of 2006
- The Occupational Safety and Health Act No. 9 of 2006;
- (ILO)Declaration on Fundamental Principles and Rights at Work (1998).
- The Uganda Workers Compensation Act 2000
- The National Child Labor Policy (2006)
- Uganda Gender Policy (2007),
- The Uganda National Policy on HIV/AIDS
- National Policy on Disability,
- The National Equal Opportunities Policy (2006),
- The National Strategic Plan on Violence Against Children (2015-2020)
- Reporting, Tracking, Referral and Response Guidelines (2014)-MoES
- The UN Convention on the Rights of the Child
- The Uganda Domestic Violence Act (2010)
- Uganda Anti- Pornographic Act (2014)
- Plan Uganda Child Protection Policy
- World Vision Child Protection Policy
- RTI Child Protection Policy

- Code of Conduct and Ethics for Uganda Public Service (2005)

3.0 ETHICAL CODE OF CONDUCT FOR WORKERS AND CONTRACTORS

The ECC has been divided into two parts; one aimed at explicitly protecting children from any form of abuse or exploitation by the Contractor or his/ her respective workers and another for protecting the rights of the workers and other beneficiaries or project stakeholders. The provisions and some elements in the code of conduct are an amalgamation from the works of codes of Implementing Partners, the laws and policies of the Republic of Uganda and the experiences by the Monitoring Teams under the GPE project, which have been applied/adapted to suit the ethical requirements for USDP.

(A) Children and the Contractors and Workers

- i. Create and maintain an environment which prevents sexual exploitation and abuse of children and women both at the project site, school and in the community (ies) where the constructions are taking place.
- ii. No worker or Contractor should develop an intimate relationship (s) with children at the sites, college or community. Anyone who does so commits a criminal offence punishable under the laws of Uganda.
- iii. There should be no physical contact between the Contractors or their Workers that would include fondle, kiss, or hug a child or children.
- iv. Do not behave in a manner that may be deem in descent, inappropriate or sexually provocative before children at the project or school site.
- v. Do not employ children below the age of 18 as per the Uganda Labour laws. Acting contrary to this regulation is criminal and the perpetrator/offender will be dealt with in accordance to the labor laws of Uganda.
- vi. No worker or Contractor should provide or share abed at the project site in order to guard against sexual and other forms of violence. Relatedly, no worker or Contractor should provide shelter to a child or children in his or her under inappropriate or unclear circumstances. Workers or Contractors are advised to report about the children under their care to the local authorities or Child Protection Committees in the area to avoid any inconveniences.

- vii. No worker or Contractor should use abusive, degrading, be-littling, humiliating, sexual or embarrassing language against a child of any age at the site, school and or community where the project is being implemented. Workers and the Contractor are forbidden to indulge in acts that cause emotional or psychological torture to the children at the site, school and in the community.
- viii. No worker or Contractor should physically molest or abuse a child at the site, school or community where the project is being implemented.
- ix. No Contractor or worker should be in a secluded place with a child at the site or school where the constructions are taking place. Relatedly, no worker or Contractor should spend time alone with a child or children away from others unsupervised.
- x. The contractors/workers are not allowed to drink alcohol or smoke cigarettes at, in and around the schools altogether during working hours.
- xi. Do not down load or share any pornographic material with a child or children at the site, school or community. Neither should you share such material with a child or children under your care. Failure to comply to this regulation is an offence under the Uganda Anti- Pornographic Act (2014).
- xii. Sexual activity with children under 18 years of age through social media is prohibited. Mistaken belief regarding the age of a child and consent from the child is not a defense.
- xiii. All forms of Gender Based Violence are prohibited and should not be practiced in any way.
- xiv. Do not participate in child trafficking activities whether at the site, school or community where the project is implemented.
- xv. Do not offer any gifts to children at the site, school or community where the project is being implemented.
- xvi. Any worker that sees any form of violence against the children is advised to report to direct supervisor or relevant authorities, that will act guided by the Reporting, Tracking, Response and Referral (RTRR) Guidelines as stipulated by the Ministry of Education and Sports.

(B) Contractor and Workers

The rules and regulations under this sub section of the ECC is aimed at protecting workers from exploitation and ensuring that both the Contractor and the workers have a cordial working relationship for the fulfillment of the objectives and the deliverables stipulated by the Contracting Ministry. The Contractors are advised to acquaint themselves with the Labour Laws of Uganda especially the Uganda

Employment Act of 2006 before employing any worker at the site. This will help to inform the Contractor about the provisions to include in the Contract and to respect the workers' rights. The following rules shall govern the employer and employee relationships under the USDP project;

- i. No Contractor shall employ a worker without a written Contract stipulating the roles, responsibilities and deliverables of the worker; whether casual or full time. The remuneration/ payment/ salary amount should be an integral part of the Contract including the payment schedules and periods.
- ii. In case of any delays in the payment schedule or change in remunerations, redress measures should be clarified in the Contract. The Contractor should clearly define the terms and the process for issuing a warning, suspension or termination of employment in the Contract. In case of delayed payments, the worker should be informed in time and the redress measures to be taken. Both the Contractor and worker should consent to this contract through their appended signatures.
- iii. It is the responsibility of both the Contractor and the worker to abide by the tax laws of Uganda.
- iv. The Contractor should ensure that every worker under their custody is safe and well protected from harm or injury by providing the necessary safety gear while at work. The implications of not wearing safety gear should be communicated in advance to the worker. All visitors to the sites should wear protective gear as well.
- v. The Contractor should ensure that there is an accident register where all accidents are recorded on a daily basis at the site.
- vi. The Contractor should not subject the workers to long hours of work unless if its by choice, agreed upon between the Contractor and the workers or there are over-work compensations in place. (Refer to the Employment Act 2006). The Contractor should have an effective worker-hours tracking system in place.
- vii. No contractor should treat a worker or workers in a degrading manner including uttering abusive, shameful, belittling or any form of derogatory statements that may emotionally affect a worker. This is a form of violence punishable by law.
- viii. No Contractor should employ workers based on discriminatory tendencies relating to religion, sex, disability or HIV/AIDS status as stipulated in the Uganda National Employment Act (2006) and other labor laws of Uganda.

- ix. Sexual harassment shall not be tolerated in the work place. If any employee is caught or suspected to be engaging in such acts, shall be investigated while on suspension and if proved guilty shall be summarily terminated, while the law will take its course.
- x. All persons, especially women should be protected from sexual violence at all times.
- xi. No worker should inflict domestic violence or Gender Based Violence, Child neglect or any form of abuse to the children and spouse at home while in service with the project. It is the responsibility of government and everybody to protect those under our care from all forms of violence and abuse. Violation of this rule attracts punishment as per the laws of Uganda.
- xii. Drinking of alcohol or use of drugs at the site is totally prohibited.
- xiii. It is the responsibility of the Contractor to ensure that he or she sensitizes workers about the Ethical code of Conduct, Violence Against Children and HIV and AIDS. The Contractor should seek for qualified personnel (s) to deliver the awareness sessions at the sites.
- xiv. Have in place a staff health policy clearly defining health care service points and entitlements. It is the responsibility of the Contractor to prioritize the health of the workers by recruiting the site based Health and Safety officer and ensuring that well equipped and managed first aid box is at the site. It is the responsibility of the Contractor and Health and safety officer to refer the worker patient to other health facilities for further and more appropriate treatment.
- xv. The Contractor shall put in place appropriate and adequate sanitation facilities at construction sites to ensure good hygiene and waste management.
- xvi. Smoking in public areas and/or non-designated areas will not be permitted. This is in conformity to the relevant national environmental laws on no-smoking in public spaces.
- xvii. Workers are prohibited from engaging in illegal trade activities while employed by the contractor.
- xviii. Each Contractor should ensure that they have a well composed and functional Grievance Redress Committee (GRC) as shall be guided by the project Grievance Redress Mechanisms. The GRC should expedite their activities as guided by the Grievance Redress project mechanisms. It is the role of the Contractor to orient the GRC about their roles and responsibilities as per the project grievance redress guidelines.
- xix. The GRC should have a Grievance Redress Register where records of grievances should be undertaken on a daily basis for redress.

- xx. For any Contractor providing accommodation to the employees, it should be done according to labor standards as stipulated in the Labor laws of Uganda. The shelter should be fair enough for human habitation, there should be lighting, security for the employees, feeding, and other requirements as provided for under the labor laws of Uganda.
- xxi. Workers are encouraged to respect each other at the site by use of no abusive, derogatory, undermining or gender based violence language, while theft of each other's property should be avoided at the sites.
- xxii. Pornographic materials are not allowed at the sites.
- xxiii. The Contractor should have clear waste disposal and debris management mechanisms at the site to mitigate risks that may arise from the community and other health hazards during the constructions. The sites should be often cleared of debris and other unhealthy materials.
- xxiv. Contractors are advised to have gender sensitive facilities at the site for both men and women. Such facilities may include; toilets, accommodation facilities and bathrooms among others.
- xxv. The Contractor should always and all the time ensure that he/ has a functional office, and that all the necessary documents as required by the project are always available in the office.
- xxvi. Both the Contractor and the workers should behave in a manner that upholds the principles, standards and values of the Ministry of Education in particular and the Government of Uganda in general.

(C) Contractor, Community members and other stakeholders

- i. It is the responsibility of the Contractor and workers to respect government authority representatives in the construction communities.
- i. At all times, the Contractor should maintain a good working relationship with the school administration and other project stakeholders during the course of implementation of activities designated by the Ministry of Education to the Contractor.
- i. It is the responsibility of both the Contractor and the workers to ensure that respect to people's culture and cultural sites where the project is implemented are respected.
- 7. It is the responsibility of the workers to ensure that they do not disrupt people's families in areas where they will be offering their services. Disruption of families has a direct impact on children in such families and therefore should be avoided.

- 7. The school administration has a responsibility of ensuring that the school children do not access the construction sites and do not have regular interaction with the workers.
- i. The school children have a responsibility of not accessing the construction sites and reporting any cases of violence committed against them.
- i. It is the responsibility of other stakeholders including local leaders, school administration and Management to support the government projects in different ways including mobilization of communities, offering advice and other forms of support as required by the Contractor and the workers from time to time.
- i. The Contractor has a responsibility of following a good housekeeping policy around the construction site at all time to ensure cleanliness of the site and avoid pollution of the school environment.

riect Local Government and MoES Officials³⁶

Any officer from any of the above institutions should:

- i. Pay courtesy a call to the school administration prior to the commencement of their work while at the project sites.
- ii. Primarily uphold the rights of children during the execution of their work / services under the USDP/ARSDP projects.
- iii. Not disrupt the learning activities at the site/ school where the USDP/ARSDP projects are being implemented.
- iv. Present himself or herself in a respectable manner that generally conforms to morally accepted standards and values of society in which the GPE project is implemented.
- v. The officer should serve customers with fairness, transparency, promptness, clarity, respect and courtesy with a view to ensuring stakeholder satisfaction and protecting the image of Government.
- vi. Any officer serving in any of the Ministries above is responsible for his inactions during the execution of project work.
- vii. It is the responsibility of the officer attached to the Ministries above to guide the Contractors, workers and other project stakeholders within his/ her mandate bestowed upon him/ her.
- viii. The officer serving in any of the Ministries above shall give fair and unbiased treatment to all project stakeholders irrespective of gender, race, religion, disability or ethnic background.

³⁶Adapted from Code of Conduct and Ethics for Uganda Public Service (2005)

- ix. The officer shall be as open as possible about the decisions and actions taken regarding his / her findings and shall not be influenced by bribes for the decisions taken.
- x. The officer should not indulge in harmful behavior like sexual violence against children, workers and any other project stakeholders.
- xi. It is the responsibility of the officers in any of the Ministries above to execute their work with due respect and diligence to those found on site/ school and communities where the project is being implemented.
- xii. The officer should avoid unethical and unbecoming behavior such as use of rude, abusive and obscene language and sexual suggestive gestures which constitute sexual harassment and hence a violation of human rights.
- xiii. No bribes should be solicited from the Contractor, workers or other project stakeholders by the officer in any of the above institutions during the execution of his / her work.
- xiv. The Officer shall not at any time engage himself or herself in loose talk and make unjustifiable statements while at project work that may derail the image of the project.
- xv. The officer shall not communicate with the media on issues related to the project without due permission from the project Coordination Unit. Official information will be released to the media by officials who have been authorized to do so according to the laid down procedures of the project.
- xvi. For the promotion and projection of a good image of the government Ministries above, the officers shall at all times dress appropriately and appear decent and respectable in a way that is generally acceptable.

E) Project Associates

For purposes of this Code of Conduct, Associates shall refer to the Implementing Partners, Community Based Organizations and other Civil Society Organizations that may be involved in the implementation of the USDP whether directly or indirectly. While executing USDP work, the Associates are required to behave as guided below;

- i. All Associates including Implementing Partners should first pay a courtesy call to the school administration and register their presence prior to commencement of any project work.
- ii. It is the duty of the Associates to uphold the rights of children by not disrupting their learning during the execution of their work.

- iii. Implementing Partners and other associates should endeavor to prevent or implement actions that ultimately eliminate all forms of violence against children both within and out of school, including in communities where the project is being implemented.
- iv. The Implementing Partners should accord mutual respect to stakeholders that they work and interact with during project implementation and should avoid conflict situations that can jeopardize the image of the project and government in general.
- v. The Implementing Partners should at all times seek clarity from the Gender Unit project officials of the Ministry of Education and Sports on issues raised by other stakeholders; and for which they have inadequate information.
- vi. Associates are responsible for their own inactions during the execution of any work relating to the USDP/ARSDP projects.
- vii. In case any issues/ grievances are observed that warrant action, the right procedures of grievance redress shall be followed as guided by the Project Grievance Redress Mechanisms.
- viii. While interacting with the children, their confidentiality and privacy shall be of utmost importance to be observed by the Associates; unless the situation warrants so. In case of disclosure of identity of the child, prior permission and consent shall be sought from the child; and in some cases his/ her parent or guardian.
- ix. No Associate should solicit bribes during the execution of their project work.
- xvii. No Associate should commit or indulge in unbecoming behavior such as use of rude, abusive and obscene language and sexual suggestive gestures which constitute sexual harassment and hence a violation of human and children's rights.
- x. Implementing Partners should at all times dress decently during the execution of project work. This is partly due to their nature of work that involves interacting with the children, school administration, parents and other stakeholders that look up to them for guidance on issues about the project.
- xi. Implementing Partners and other Associates should desist from disseminating project information through the media without prior consent from the project focal point persons in the Gender Unit of the Ministry of Education and Sports.
- xii. Always defend the good will of the project and its intentions by Government when confronted with issues of negativity by the different stakeholders.

- xiii. At all times, Implementing partners should behave in a manner that protects the image of Government and particularly Ministry of Education and Sports during the execution of their work.

3.1 ECC Implementation Arrangements

Under this arrangement, the MoES/PCU, and CoE/VTIs are responsible for popularizing and disseminating the Ethical Code of Conduct to the Contractors, their respective workers and other relevant project stakeholders. This shall be done either at the sites where the constructions are taking place or in any forum that is deemed effective in popularizing the ECC to facilitate behavioral monitoring for the workers and Contractors by the different project stakeholders including the community members.

It will be the role of the PCU under the MoES to ensure that the CoEs/VTIs/Contractors are supported to interpret the ECC provisions in an appropriate manner. It is further the role of the PCU to ensure that CoEs/VTIs/Contractors are supervised closely to ensure that the right provisions in the ECC are well communicated to the appropriate stakeholders. It will be the responsibility of the CoEs/VTIs/Contractor to report about the progress, achievements or challenges in implementing the ECC. This should be integrated into their progress reports to the PCU in the MoES.

3.2 Implications for Breach of the Ethical Code of Conduct

In case of breach of the Ethical Code of Conduct by the Contractor and the workers at the site, the following are the possible redress or disciplinary measures that shall be taken;

- i. First, in case of breach of the ECC either by the Contractor or workers, the CoEs/VTIs shall engage with the Contractor and workers and remind them about the need to comply to the Ethical code of conduct and its breach implications that may include termination of services with the MoES or non-award of Contractual Services in the subsequent projects.
- ii. In case of the Contractor' failure to comply with the Ethical Code of Conduct, the CoEs/VTIs should notify the PCU for Action to the Contractor. Such Actions by the PCU may include issuing warning letters to the Contractor; or in case of non-compliance of a criminal nature, the PCU will seek advice from the respective Government Legal entities for advice.
- iii. The Contractor shall engage with the workers that have breached the Ethical code of Conduct and shall deal with them as provided for in their

Contracts. In case of adamancy to adhere to the ECC, the worker shall either be warned in writing by the Contractor, Counselling, advised, or dismissed depending on the gravity relating to the breach of ECC.

- iv. Each worker and Contractor should sign on the Ethical Code of Conduct as a commitment to its compliance.
- v. All parties should keep documentations and records of their engagements for breach of the ECC at the different levels.

3.3 Conclusion

Stakeholders/ persons required to conform to this Ethical code of Conduct, shall sign below as an expression of their commitment.

I the undersigned have received, read, understood and hereby commit to adhere to the codes of conduct in the course of executing contractual obligations/works.

Signature: **Date:**

Witnessed by: **Designation:**

Signature: **Date:**

v. Drawings

The Drawings are contained in a separately bound volume titled: Volume 3 of 5

vi. Bills of quantities

**The Bills of Quantities are contained in a separately bound document titled: Volume 4
of 5**

vii. Environmental Project Brief

The Environmental Project brief is contained in a separately bound document titled:
Volume 5 of 5

viii. Supplementary Information

- a. **Map of Districts of Uganda**
- b. **Approximate Road travel distances between Kampala and where the beneficiary Technical colleges are located**

(a) MAP OF DISTRICTS OF UGANDA



**(b) Approximate Road travel distances between Kampala and
where the institutes are located.**

NO	INSTITUTE	APPROX. DISTANCE FROM KAMPALA TO THE INSTITUTE (KM)
1	BUKALASA AGRICULTURAL COLLEGE	50
2	KABERAMAIDO TECHNICAL INSTITUTE	360
3	RWENTANGA FARM INSTITUTE	270
4	SSESE FARM INSTITUTE	100

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b)
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.

- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.

- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,

- (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,³⁷ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, 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 any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred**
-

to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

- | | |
|--|---|
| 9. Personnel and Equipment | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p> |
| 10. Employer's and Contractor's Risks | <p>10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.</p> |
| 11. Employer's Risks | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or |

radioactive contamination directly affecting the country where the Works are to be executed.

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

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety and Protection of the Environment** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of

such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

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

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In

case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Corrupt and Fraudulent Practices

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress

achieved on the timing of the remaining work, including any changes to the sequence of the activities.

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

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

**27. Extension of
the Intended
Completion
Date**

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

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**29. Delays
Ordered by the
Project
Manager**

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

30. Management Meetings

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

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

31. Early Warning

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

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

C. Quality Control**32. Identifying Defects**

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

33. Tests

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

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects

Liability Period shall be extended for as long as Defects remain to be corrected.

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

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price³⁸

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price³⁹

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

38. Variations

38.1 All Variations shall be included in updated Programs⁴⁰ produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**39. Cash Flow
Forecasts**

- 39.1 When the Program,⁴¹ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**40. Payment
Certificates**

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
-

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

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

- 42.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.

- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

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

the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

44.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients⁴² **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

⁴² The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.
- 47. Liquidated Damages**
- 47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.
- 48. Bonus**
- 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 49. Advance Payment**
- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

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

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

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

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period.

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

**56. Operating and
Maintenance
Manuals**

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

- 57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit**
- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A

TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), 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 contracts.⁴³ 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 party;⁴⁴
 - (ii) “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;⁴⁵
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁴⁶

⁴³ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁴⁴ 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 World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴⁵ 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.

⁴⁶ 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.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴⁷
- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (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 loan 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 the loan 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 procedures,⁴⁸ 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; and (ii) to be a nominated⁴⁹;

⁴⁷ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

⁴⁸ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) 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, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁴⁹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) 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

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

that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

Metrics for regular reporting:

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b. health and safety incidents, accidents, injuries and all fatalities that require treatment;
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d. status of all permits and agreements:
 - i. work permits: number required, number received, actions taken for those not received;
 - ii. status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. health and safety supervision:
 - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

- f. worker accommodations:
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. environmental and social supervision:
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. Traffic and vehicles/equipment:
 - i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
 - i. dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);

- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX. Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: IDA/WORLD BANK
GCC 1.1 (s)	The Employer is GOVERNMENT OF THE REPUBLIC OF UGANDA REPRESENTED BY MINISTRY OF EDUCATION AND SPORTS P.O Box 7063 Kampala, Embassy House, Plot 9-11 King George VI Way, Kampala
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 9 Calender Months
GCC 1.1 (y)	The Project Manager is SILESHI CONSULT DESTA SILESHI. Uganda
GCC 1.1 (aa)	The Sites are located at: Lot 1: Bukalasa Agricultural College : 50Km from Kampla along Kampala-Gulu Highway– Luwero District Lot 2: Bukalasa Agricultural College : 50Km from Kampla along Kampala-Gulu Highway– Luwero District Lot 3: Kaberamaido Technical Institute: Located in Ocheri 5km from Kaberamaido town Kaberamaido Town Council Lot 4 : Rwentanga farm Institute: Located in Rwenshanku Parish, Bubaare Sub county in Kashari- Mbarara District Lot 5 : Ssesse Farm Institute Located in Kalangala District
GCC 1.1 (dd)	The Start Date shall be Date of Site Possession
GCC 1.1 (hh)	The Works consist of construction of facilities with associated works at Bukalasa Agricultural College, Kaberamaido Technical Institute, Rwentanga Farm Institute and Ssesse Farm Institute
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: NOT ACCEPTABLE

GCC 2.3(i)	The following documents also form part of the Contract: i) The ESHS Management Strategies and Implementation Plans; and Code of Conduct (ESHS). ii) Cvs of proposed key personnel
GCC 3.1	The language of the contract is ENGLISH. The law that applies to the Contract is the law of UGANDA.
GCC 5.1	The Project manager Shall not delegate any of his/her duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
GCC 9.2	Code of Conduct (ESHS) The following is inserted at the end of GCC 9.2: “The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 110% of the contract amount (b) For loss or damage to Equipment: 100% of the contract amount (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 100% of the contract amount (d) for personal injury or death:

	(i) for Contractor's employees: as per statute (Workers Compensation Act, Cap 225) (ii) of other people: UGX 7,000,000
GCC 14.1	Site Data are: Site Investigation Reports
GCC 16.1 (add new 16.2)	ESHS Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2: “16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”
GCC 20.1	The Site Possession Date(s) shall be: Within 7 days after contract signature at the following locations Lot 1 & 2 : Bukalasa Agricultural College – Luwero District Lot 3 : Kaberamaido Technical Institute – Kaberamaido District Lot 4 : Rwentanga Farm Institute – Mbarara District Lot 5 : Ssesse Farm Institute Institute – Kalangala District
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Uganda Institute of Professional Engineers, P.O Box 1308, Kampala

	Tel: + 256 414 287 292 Fax: +256 414 287 291
GCC 24.3	Rate and type of reimbursable expenses to be paid to the Adjudicator: UGX 350,000 PER DAY
GCC 24.4	Institution whose arbitration procedures shall be used: <i>Arbitration and reconciliation Act CAP 4, Laws of Uganda 2000.</i> The place of arbitration shall be: KAMPALA, UGANDA
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 26.2	ESHS Reporting Inserted at the end of GCC 26.2 “In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager. (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.
GCC 26.3	The period between Program updates is 28 days . The amount to be withheld for late submission of an updated Program is UGX 1,000,000
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 6 month

D. Cost Control	
GCC 38.2	At the end of 38.2 add after the first sentence: “The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”
GCC 40	Add new GCC 40.7: “40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 44.1	The currency of the Employer’s country is: UGANDA SHILLINGS

GCC 45.1	The Contract <i>“is not”</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients Not applicable The coefficients for adjustment of prices are: Not Applicable
GCC 46.1	The proportion of payments retained is: 10%
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of ~~liquidated damages for the whole of the Works~~ is 10% of the final Contract Price.
GCC 49.1	The Advance Payments shall be: 20% of the Accepted Contract Amount and shall be paid to the Contractor no later than 30 days. <i>after the submission of an acceptable advance payment guarantee issued by a bank acceptable to the Employer.</i> <u><i>The Advance Payment guarantee shall be in form of a Bank Guarantee.</i></u> <i>The form of guarantee is attached as appendix to the contract</i> If the Unconditional Guarantee is issued by a financial institution located outside Uganda, the issuing financial institution shall have a correspondent financial institution located in Uganda to make it enforceable.
GCC 50.1	An Environmental, Social, Safety and Health (ESHS) Performance Security shall not be provided to the Employer.
GCC 50.1	The Performance Security amount is ten percent (10%) of the Contract Amount. (a) Performance Security – Bank Guarantee in the same currency (ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. Not Applicable (c) Environmental, Social, Safety and Health (ESHS) Performance Security Not Applicable

E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is 30 days after substantial Completion The date by which “as built” drawings are required is 30 days after substantial Completion
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>UGX 20,000,000/=</i>
GCC 57.2 (g)	The maximum number of days is:100 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>10%</i>

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for 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 Contractor]*

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, as given in the PCC]* for the
 Accepted Contract Amount of *[insert amount in numbers and words and name of
 currency]*, as corrected and modified in accordance with the Instructions to Bidders is
 hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental, Social,
 Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not
 required under the contract]*** within 28 days in accordance with the Conditions of
 Contract, using for that purpose the of the Performance Security Form and the ESHS
 Performance Security Form, ***[Delete reference to the ESHS Performance Security Form
 if it is not required under the contract]*** included in Section X - Contract Forms, of the
 bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the
 Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed
 by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of
 Acceptance to _____ *[insert name of the
 Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority
 to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the day of, ..., between
 . *[name of the Employer]*. (hereinafter “the Employer”), of the one part, and
[name of the Contractor].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]*. . . .
 .should be executed by the Contractor, and has accepted a Bid by the Contractor for the
 execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____(if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities; and
 - (i) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

in the
presence of:
Witness, Name, Signature, Address, Date

Signed by:
for and on behalf the Contractor

in the
presence of:
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2019 and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

Signature(s)

Environmental, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2019... and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

Signature(s)

Advance Payment Security

Beneficiary:

Date:

ADVANCE PAYMENT GUARANTEE No.:

Guarantor:

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called “the Contract”).

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*..

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Signature(s)

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*