

Request for Bids For Small Works

(One-Envelope Bidding Process)

Procurement of Structural Works Construction on Flood Protection to Improve Community Mobility and Water Access in Various Lots in the Rift Valley

Volume – I Bidding Document

RFB No: ET-MOWE-527646-CW-RFB

Project: Ethiopian Flood Management Project

Employer: Ministry of Water and Energy

Country: Ethiopia

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Standard Procurement Document

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Section I - Instructions to Bidders

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Section I - Instructions to Bidders

General

- 1. Scope of Bid** In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa;
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; and
 - (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
- 2. Source of Funds** The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Fraud and Corruption** The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, 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 entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

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:

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

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

has the same legal representative as another Bidder; or

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

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

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

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;

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

A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of

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

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

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

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

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

A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials, Equipment and Services

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.

Contents of Bidding Document

6. Sections of Bidding Document

The bidding document consists 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 - Fraud and Corruption

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)

The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

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

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

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

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 document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

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

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.

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

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

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

8. Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.

Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

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.

Preparation of Bids

9. Cost of Bidding

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

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

The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
- (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity**: a technical proposal in accordance with ITB 16;
- (i) any other document required **in the BDS**.

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.

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

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 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

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

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

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

The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.

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.

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.

The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.

Unless otherwise specified **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.

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.

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 prices¹ and the total Bid price submitted by the Bidder.

- 15. Currencies of Bid and Payment** The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 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
- 16. Documents Comprising the Technical Proposal** 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's requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder** To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. 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. 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.
- 18. Period of Validity of Bids** Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as 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. 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. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
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- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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**.

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

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

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

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

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.

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 48.

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.

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 47; 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 48.

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.

If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, 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 47, or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48;

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

20. Format and Signing of Bid

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.

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

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.

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.

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

Submission and Opening of Bids

21. Sealing and

The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the

Marking of Bids

following separate, sealed envelopes:
 in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 in an envelope marked “COPIES”, all required copies of the Bid; and
 if alternative Bids are permitted in accordance with ITB 13, and if relevant:

- (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
- (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

The inner and outer envelopes shall:

- bear the name and address of the Bidder;
- be addressed to the Employer in accordance with ITB 22.1;
- bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- bear a warning not to open before the time and date for Bid opening.

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

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**.

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

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

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

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that 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.

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

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

Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. 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**.

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.

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

Next, all remaining 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 Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules 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).

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

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
- (d) any alternative Bids.

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.

Evaluation and Comparison of Bids

26. Confidentiality

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 Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

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

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

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.

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

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

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

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.

The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

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. Nonmaterial
Nonconformities**

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

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.

Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified **in the BDS**.

**31. Correction of
Arithmetical
Errors**

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.

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**

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**

Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ shall not apply.

34. Subcontractors

Unless otherwise stated **in the BDS**, the Employer does not intend to execute any

specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts

The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

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

35. Evaluation of Bids

The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

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 Quantities⁴ for admeasurement contracts, but including Daywork⁵ 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; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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.

If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- accept the Bid; or
 - require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
 - reject the Bid.
- 39. Qualification of the Bidder**
- The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 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. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 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 substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid**
- Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and

- (b) the lowest evaluated cost.

- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 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.
- 42. Standstill Period** The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award** The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;

Award of Contract

- 44. Award Criteria** Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award** Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if

specified in BDS ITB 47.1.

The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

48. Performance Security

Within twenty-eight (28) days of the receipt of the Letter of Acceptance 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 General Conditions of Contract, subject to ITB 38.2 (b), 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, unless the Employer has agreed in writing that a correspondent financial institution is not required.

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 Bidder offering the next Most Advantageous Bid.

49. Adjudicator

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.

**50. Procurement
Related
Complaint**

The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is ET-MOWE-527646-CW-RFB</p> <p>The Employer is: Ministry of Water and Energy</p> <p>The name of the RFB is: Procurement of Structural Works Construction on Flood Protection to Improve Community Mobility & Water Access in Various Lots in Rift Valley</p> <ul style="list-style-type: none"> • Lot I: Construction of Crossing Structures (Bridges), and Pipe Culvert in Meskan and Siliti Woredas (Assas and Goflala). • Lot II: Construction of Crossing Structures (Bridges), and Pipe Culvert in Shashego Woreda (Around Boy Lake). <p>The number and identification of lots (contracts) comprising this RFB is: Two Contracts</p>
ITB 1.2(a)	The Employer shall not use electronic-procurement system
ITB 2.1	<p>The Borrower is: Ministry of Water and Energy</p> <p>Loan or Financing Agreement amount: US\$ 300 million</p> <p>The name of the Project is: Ethiopian Flood Management Project</p>
ITB 4.1	JV shall not be allowed.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is:</p> <p>Ministry of Water and Energy, Ethiopian Flood Management Project Management Unit</p> <p>Attention: Mr. Temesgen Ketema & Mr. Biruk Haileyesues</p> <p>Address: Haile Gebresilassie Road adjacent to Capital Hotel</p> <p>Floor/ Room number: Floor - Ground, Room number 05</p> <p>City: Addis Ababa</p> <p>Country: Ethiopia</p> <p>Telephone: +251-116-898-006</p> <p>Electronic mail address: temesgenketemae@gmail.com & birukako2000@gmail.com</p>
ITB 7.1	Requests for clarification should be received by the Employer no later than: 10 days before the deadline of bid submission date.
ITB 7.4	<p>A Pre-Bid meeting shall be take place. N/A</p> <p>Date of pre-proposal conference: N/A</p> <p>A site visit conducted by the Employer <i>shall not be</i> organized.</p>
C. Preparation of Bids	

ITB 10.1	<p>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.</p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the Bid: work schedule, man power, machinery schedule including the priced Bill of Quantities</p>
ITB 11.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> • Machinery librea and other related documents shall be attached to the document in compliance to the requirement. <p>Other documents</p> <ul style="list-style-type: none"> • Renewed trade license and trade registration certificates from Ministry of Trade indicating the stream of business in which the bidder is engaged • Vat registration certificates issued by Tax Authority • Valid tax clearance certificate issued by tax Authority • New Suppliers list from PPA and have certificate of competence for grade GC/WWC Certificate of competence should be renewed for 2016 E.C. • Written statement of the power of attorney <p>Code of Conduct for contractor’s personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to contractor’s personnel and subcontractors, to ensure compliance with its Environmental, Social, (ES) obligations under the contract.</p> <p>The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health (ES) risks.</p> <ul style="list-style-type: none"> • [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic]; • [e.g. Water Resource Protection Plan to prevent contamination of water]; • [e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts]; • [e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit]; • [e.g. sexual exploitation and abuse (SEA) prevention and response action plan]. <p>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 described here.</p> <p>The extent and scope of these requirements should reflect the significant ES risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key</p>

	<p>risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four.</p> <p>The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall not be permitted for the following parts of the Works:
ITB 14.5	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 15.1	The currency(ies) of the bid and the payment currency(ies) shall be: Ethiopian Birr (ETB)
ITB 18.1	The Bid validity period shall be 90 days from the deadline of bid submission date.
ITB 18.3 (a)	The Bid price shall not be adjusted by the following factor(s): N/A
ITB 19.1	<p>A Bid Security shall be required. It must be original</p> <p>The amount of the bid security shall be Separately: ETB 2,300,000.00 for Lot I and ETB 5,800,000.00 for Lot II</p> <p>A bid security shall be in the form of unconditional Bank guarantee or CPO in the name of Ministry of Water and Energy.</p> <p>The bid security shall be valid for 118 days from the deadline of bid submission date.</p> <p>For Bank Guarantee the bidders must use the bank guarantee form included in section IV (Bid Forms) of this bidding document.</p>
ITB 19.3 (d)	Other types of acceptable securities: NA
ITB 20.1	<p>In addition to the original of the Bid, the numbers of copies are: 1 original plus 3 copies Original and copies of Technical and financial proposals has to be sealed, stamped, and submitted in one envelop.</p> <p><i>The bidder shall submit separate Technical and financial proposals for each lots (if Bidders wants to Bid for several Lots).</i></p> <p><i>Each pages of the bid document has to be signed and stamped</i></p>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney

D. Submission and Opening of Bids

ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is: Ministry of Water and Energy, Ethiopian Flood Management Project-Procurement Section Attention: Mr. Temesgen Ketema & Mr. Biruk Haileyesues, Address: Haile Gebresilassie Road adjacent to Capital Hotel Floor/ Room number: Floor - Ground, Room number 05 City: Addis Ababa Country: Ethiopia The deadline for Bid submission is: Date: July 06, 2026 Time: 2:00 PM Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
ITB 25.1	<p>The Bid opening shall take place at: Ministry of Water and Energy Street Address: Haile Gebreselassie Avenue adjacent to Capital Hotel Floor/ Room number: Floor - Ground, Room number 05 City: Addis Ababa Country: Ethiopia Date: July 06, 2026 Time 2:30 PM</p>
ITB 25.1	The electronic Bid opening procedures shall be: <i>N/A</i>
ITB 25.6	The Letter of Bid and Schedules shall be initialed by representatives of the Employer conducting bid opening Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the <i>average</i> 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 its best estimate.
ITB 33.1	A margin of domestic preference <i>shall not</i> apply.
ITB 34.1	At this time the Employer _____ to execute certain specific parts of the Works by subcontractors selected in advance. NA
ITB 34.3	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount.</p> <p>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 subcontractors and their qualification and experience.</p>

	The qualification and experience of the sub-contractor shall not be considered for evaluation purpose.
ITB.38.1&2	Unbalanced or Front Loaded Bids: the employer may require the bidder detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document. The employer may accept, reject or require performance security 30% of the contract price.
F. Award of Contract	
ITB 47.1	The successful Bidder shall not be submitting the Beneficial Ownership Disclosure Form.
ITB 49	The Adjudicator proposed by the Employer is: to be named during contract signing. The hourly fee for this proposed Adjudicator shall be: to be specified.
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: Dr. Habtamu Etefa Title/position: Minister Client: Ministry of Water and Energy Email address: “<i>habtamuetefa.gmail.com</i>”,</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- 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: Applicable**

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

2.1. 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: **Applicable**

2.2. Multiple Contracts: Not Applicable

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

(b) Award Criteria for Multiple Contracts [ITB 35.4]: **Not Applicable (only one contract)**

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. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined each lot, subject to the selected Bidder(s) meeting the required qualification criteria for each lot separately.

(c) Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract). 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).

- **N.B.: A bidder may submit bids for and participate in more than one lot. However, only one lot shall be awarded to a single bidder. In the event that a bidder is determined to be the lowest evaluated bidder for more than one lot, the Employer shall award only one lot to that bidder, based on the lot with the highest evaluated advantage to the Employer (or based on the Employer's predefined priority order), and the remaining lot shall be awarded to the next lowest evaluated responsive bidder.**

Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	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	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	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 did not occur within the last Three (3) years prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement ^{1 & 2}	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON-2
2.2	Suspension Based on	Not under suspension based on	Must meet	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Execution of Bid /Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	requirement				
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	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ¹ since 1 st January 2021 <i>G.C</i>	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON – 2
2.5	Declaration: Environmental and Social, (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. ⁴	Must make the declaration. Where there is Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form CON-3 ES Performance Declaration

³The 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

⁴. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
			declaration.				
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Letter of Bid, Form CON-4
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 ETB 15,000,000.00 for Lot I, and ETB 40,000,000.00 for Lot II, for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(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	N/A	N/A	N/A	
		(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 5 years since 2021 GC 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	N/A	N/A	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of ETB 230,000,000.00 for Lot I, and ETB 580,000,000.00 for Lot II , calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.2
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, or management contractor for at least that of the following contracts amount within the last 10 years	Must meet requirement	N/A	N/A	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	A minimum number of similar contracts specified below that have	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>been satisfactorily and substantially² completed as a prime contractor or joint venture member³ between 1st January 2021 GC and bid submission deadline or within the last five years:</p> <p>(i) At least one contract of minimum value of:</p> <p>✓ ETB 130,000,000.00 Or two contracts each with a minimum value ETB 65,000,000.00 for Lot I, and</p> <p>✓ ETB 320,000,000.00 Or two contracts each with a minimum value ETB 160,000,000.00 for Lot II.</p> <p>The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and that are similar to Crossing Structures (Steel and/or Concrete Bridge, Pipe Culvert), or flood protection works, irrigation infrastructure, or road projects</p>	Must meet requirement				
4.2 (b)		For the above and any other contracts substantially completed	Must meet	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form EXP – 4.2 (b)

² Substantial completion shall be based on 80% or more works completed under the contract.

³ 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.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and under implementation as prime contractor or joint venture member between 1st January 2021 GC and Application submission deadline, a minimum construction experience in the following key activities successfully completed: similar Crossing Structures (Steel and/or Concrete Bridge, Pipe Culvert), or flood protection works, irrigation infrastructure, or road projects	requirements				
4.2.c		For contracts substantially completed and under implementation as prime contractor or joint venture member, between 1st January 2021 G.C up to Application submission deadline, experience in managing ES risks and impacts in the following aspects: Environment Management Plan and Environment Monitoring Plan should be reconsidered and estimated in a better way while the project is being implemented and best benchmarks should be adapted and implemented	Must meet requirements	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	Form EXP – 4.2 (c)

Notes:

- ✓ Bidders shall not form associations or Joint Ventures (JVs) with other bidders to enhance their qualifications. Joint Ventures are not permitted.
- ✓ Contractors currently holding three contracts under the Ministry and having achieved less than 80% completion progress in those contracts shall not be permitted to participate in this bid.

Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

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

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel Required for each Lot Separately

No	Position	Qualifications	Experience (years)	No. of Positions
1	Project Manager	MSc/BSc degree in Hydraulic, Water Resources, Civil Engineering, or related fields	>15 years of experience in project management. •Strong knowledge of construction processes and safety regulations	1
3	Construction Manager	Bachelor's degree in Construction Management, Civil Engineering, or a related field	>10 years of experience in construction management. • Strong knowledge of construction processes and safety regulations	1
4	Site Engineer	Bachelor's degree in Civil Engineering or a related discipline	>10 years of experience in site engineering. • Proficiency in engineering software and tools	3
5	Environmental Engineers	Bachelor's degree in Environmental Engineering or a related field	>10 years of experience in environmental assessments and compliance • Knowledge of environmental regulations and impact assessment methodologies	1
6	Social Specialist	Bachelor's degree in Social Sciences or a related field	>10 years of experience in social impact assessments and compliance • Knowledge of Social regulations and impact assessment methodologies	1
6	Geotechnical Engineers	Bachelor's degree in Civil or Geotechnical Engineering	>10 years of experience in geotechnical analysis and design •Professional Engineer (PE) license is preferred	1
7	Quantity Surveyor	Bachelor's degree in Quantity Surveying, Civil Engineering, Construction Management, or a related field	>10 years of experience in quantity surveying, preferably in civil engineering or construction projects, with a focus on flood protection or infrastructure works.	1
8	Senior Surveyor	Bachelor's degree in Surveying, Civil Engineering, or related field	>8 years of experience in Licensed Surveyor (LS) certification is preferred.	2
9	Quality Assurance/Control Inspector	Degree in Geotechnical Eng., Material Eng., Civil Eng., or related field	>10 years of experience in quality control in construction • Knowledge of QA/QC standards and practices	1
11	Electro-Mechanical Engineering	Degree in Electro-Mechanical Eng., or related field	>10 years of experience as a Heavy Duty Mechanic	1

Note: The Contractor shall propose the above numbers of Key Personnel for each lot separately with suitable training, education, experience and skill to perform the works.

Equipment

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

❖ LOT - 1 Machinery requirements and Specifications

No	Equipment Type	No. of Machinery	Specifications	Potential Use Cases
1	Chain Excavator	4	Net Power: 250+ hp; Dig Depth: 3-10+ m; Bucket Cap.: >1.7 m ³ , Manufacturing Date > 2015	Excavation of levee/embankment cores, trenching, material handling, sheet pile installation
2	Bulldozer	1	Engine Power: 300-350+ hp; Blade Width: >3.7 m; Weight: >22,000 kg Manufacturing >=2015	Site clearing, push-filling embankments, grading, spreading material, bund construction
3	Wheel Loader	1	Engine: 200-205 hp; Bucket: >3.3 m ³ ; Wheeled mobility, Manufacturing >=2015	Bulk material transfer, loading trucks, feeding hoppers, transport of sand/gravel
4	Motor Grader	1	Blade Width: 3-5 m; Engine: 150-300+ hp; Articulating frame, Manufacturing >=2015	Embankment shaping, slope finishing, site grading, and fine-leveling for barrier foundations
5	Jack Hammer	1	>=500m ³ /8hr, Tone >=1200 kg, Manufacturing >=2015	Rock Material production for bank stabilization and foundations
6	Dump Truck	6	Payload: 20-40 t; Capacity: >16 m ³ ; All-terrain Manufacturing >=2018	Hauling fill material, clay, rock, sandbags, waste, or debris away from or to the site
7	Backhoe Loader	3	Engine: 70-120 hp; Dig Depth: 4-6 m; Loader Bucket: 1-1.3 m ³ Manufacturing >=2015	Small excavation, pipe trenching, backfilling, utility installation, and minor material loading
8	Truck-Mounted Crane	1	Lift Cap.: 20-80 t; Roadable; Hydraulic Boom Manufacturing >=2015	Logistics support, assistance in material or generator placement, and small barrier elements
9	High-Capacity Flood Pump	3	Cap.: 10,000-80,000+ L/min; Trailer/Skid-mount; Diesel/Elec Manufacturing >=2015	Temporary or permanent floodwater diversion, dam/levee breaches, stormwater management
10	Hydraulic Concrete Mixer	3	Drum Volume: 4.5-6.5 m ³ ; Output: 7-26 m ³ /h; 4x4 drive Manufacturing >=2015	High-volume concrete production for floodwalls, spillways, headworks; on-site batch delivery
11	Concrete Pump Truck	1	Pump Cap.: 50-200 m ³ /h; Boom Reach: up to 60 m Manufacturing >=2015	Placing concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
12	Vibrator	3	>=2.5 HP Gasoline engine Manufacturing >=2015	Vibrate concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas

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13	Shower Truck	1	>=10000 L Gasoline engine Manufacturing >=2015	Showering the compacted fill and access road for all materials, clay, rock, sandbags,
14	Sandbagging Machine	1	Output: Up to 1,600 bags/hr; Chutes: 2-4; Motor: 5.5-13 hp Manufacturing >=2010	Mass-produced sandbag filling for temporary berms, levee reinforcement, breach backup
15	Power Generator (Diesel)	3	Output: 20-1000+ kVA; Trailerable; Weather-resistant enclosure Manufacturing >=2020	Backup power for pumps, lighting, and site operations during outages/emergencies
16	Portable Light Tower	4	Mast Height: 5-10 m; Lamps: LED/Metal Halide, 4000+ W; Diesel/Gas	Site illumination for night work, emergencies, security, and safe operation during poor visibility
17	Low-Loader Trailer (Heavy Haul)	1	Bed Length: 8-20 m; Capacity: 20-100+ t; Hydraulic ramp Manufacturing >=2015	Equipment and component transport (cranes, excavators, pre-cast panels, oversized sections)
18	Utility Vehicle (ATV/UTV)	3	4x4/6x6; Cap.: Up to 1 t; Enclosed or open Manufacturing >=2020	Crew movement, rapid site assessment, towing portable pumps, and emergency access

❖ LOT - 2 Machinery requirements and Specifications

No	Equipment Type	No. of Machinery	Specifications	Potential Use Cases
1	Chain Excavator	5	Net Power: 250+ hp; Dig Depth: 3-10+ m; Bucket Cap.: >1.7 m ³ , Manufacturing Date > 2015	Excavation of levee/embankment cores, trenching, material handling, sheet pile installation
2	Bulldozer	2	Engine Power: 300-350+ hp; Blade Width: >3.7 m; Weight: >22,000 kg Manufacturing >=2015	Site clearing, push-filling embankments, grading, spreading material, bund construction
3	Wheel Loader	1	Engine: 200-205 hp; Bucket: >3.3 m ³ ; Wheeled mobility, Manufacturing >=2015	Bulk material transfer, loading trucks, feeding hoppers, transport of sand/gravel
4	Motor Grader	2	Blade Width: 3-5 m; Engine: 150-300+ hp; Articulating frame, Manufacturing >=2015	Embankment shaping, slope finishing, site grading, and fine-leveling for barrier foundations
5	Jack Hammer	1	>=500m ³ /8hr, Tone >=1200 kg, Manufacturing >=2015	Rock Material production for bank stabilization and foundations
6	Dump Truck	6	Payload: 20-40 t; Capacity: >16 m ³ ; All-terrain Manufacturing >=2018	Hauling fill material, clay, rock, sandbags, waste, or debris away from or to the site
7	Backhoe Loader	4	Engine: 70-120 hp; Dig Depth: 4-6 m; Loader Bucket: 1-1.3 m ³ Manufacturing >=2015	Small excavation, pipe trenching, backfilling, utility installation, and minor material loading
8	Truck-Mounted Crane	3	Lift Cap.: 20-80 t; Roadable; Hydraulic Boom Manufacturing >=2015	Logistics support, assistance in material or generator placement, and small barrier elements
9	High-Capacity Flood Pump	3	Cap.: 10,000-80,000+ L/min; Trailer/Skid-mount; Diesel/Elec Manufacturing >=2015	Temporary or permanent floodwater diversion, dam/levee breaches, stormwater management
10	Hydraulic Concrete Mixer	6	Drum Volume: 4.5-6.5 m ³ ; Output: 7-26 m ³ /h; 4x4 drive Manufacturing >=2015	High-volume concrete production for floodwalls, spillways, headworks; on-site batch delivery
11	Concrete Pump Truck	2	Pump Cap.: 50-200 m ³ /h; Boom Reach: up to 60 m Manufacturing >=2015	Placing concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
12	Vibrator	7	>=2.5 HP Gasoline engine Manufacturing >=2015	Vibrate concrete for high/slender floodwalls, levees, or foundations in hard-to-access areas
13	Shower Truck	2	>=10000 L Gasoline engine Manufacturing >=2015	Showering the compacted fill and access road for all materials, clay, rock, sandbags,
14	Sandbagging Machine	2	Output: Up to 1,600 bags/hr; Chutes: 2-4; Motor: 5.5-13 hp Manufacturing >=2010	Mass-produced sandbag filling for temporary berms, levee reinforcement, breach backup
15	Power Generator (Diesel)	6	Output: 20-1000+ kVA; Trailerable; Weather-resistant enclosure Manufacturing >=2020	Backup power for pumps, lighting, and site operations during outages/emergencies

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16	Portable Light Tower	8	Mast Height: 5-10 m; Lamps: LED/Metal Halide, 4000+ W; Diesel/Gas	Site illumination for night work, emergencies, security, and safe operation during poor visibility
17	Low-Loader Trailer (Heavy Haul)	1	Bed Length: 8-20 m; Capacity: 20-100+ t; Hydraulic ramp Manufacturing >=2015	Equipment and component transport (cranes, excavators, pre-cast panels, oversized sections)
18	Utility Vehicle (ATV/UTV)	6	4x4/6x6; Cap.: Up to 1 t; Enclosed or open Manufacturing >=2020	Crew movement, rapid site assessment, towing portable pumps, and emergency access

Note:

- ✓ **The bidder shall submit lease agreements for leased equipment and proof of ownership for owned equipment.**
- ✓ **For equipment and machinery not owned by the bidder, the rental agreement shall cover the entire project duration or be consistent with the submitted work schedule. The bidder shall provide the required machinery/equipment for each lot, including partially owned equipment where applicable.**

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

Requirements description;

No	Machinery Requirements	Specific Requirements	Remarks
1	Machinery Availability	<ul style="list-style-type: none"> List of machinery owned by the contractor or 	<ul style="list-style-type: none"> Evidence of all equipment and machinery as requested.
		<ul style="list-style-type: none"> List of machinery leased by the contractor. 	<ul style="list-style-type: none"> provide the rental agreement agreements with ownership evidence
2	Condition of Equipment: the manufacture date of All machinery >= 2015 G.C	<ul style="list-style-type: none"> Age and maintenance history of machinery. Compliance with safety and operational standards. 	
3	Capacity and Capability: Specified on the Machinery Requirement	<ul style="list-style-type: none"> Equipment capacity (e.g., capacity, load limits HP) Capability to handle project-specific tasks (e.g., earthmoving, drainage). 	<ul style="list-style-type: none"> Ensure that the machinery can meet the demands of the project scale. Request specifications for each piece of equipment.

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Letter of Bid

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

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

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

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

RFB No.: *[insert number of RFB process]*

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

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

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** 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 document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an

2. Schedule of Payment Currencies

For*insert name of Section of the Works*

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL BID PRICE (Including provisional sum)				

3. Schedule(s) of Adjustment Data

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: _____* B: _____* C: _____* D: _____* E: _____*
			Total		1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: _____* B: _____* C: _____* D: _____* E: _____*
				Total		1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Request for Bids No.: *[Insert reference number for the Request 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 Request for Bids No. *[insert number]* ("the RFB").

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[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 ("the Bid Validity Period"), 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 in relation to such contract agreement; 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:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	

	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Key Personnel**

Name of Bidder

Position [#1]: [title of position from Form PER-1]											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

The following information shall be provided only for equipment not owned by the Bidder.

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization schedule

[Insert mobilization schedule] using separate page

Construction schedule

[insert construcción Schedule] using separate page

ES Management Strategies and Implementation Plans

(ES-MSIP)

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

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

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

(2) Examples of sexual harassment in a work context

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

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

RFB 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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

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

Bidder's Name: _____
Date: _____

Joint Venture Member's Name _____
RFB No. and title: _____
Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed 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 nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3

Environmental and Social Performance Declaration

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

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

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

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

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

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

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, 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 gender-based violence; sexual exploitation or sexual abuse 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>	<i>[insert amount]</i>

		Address of Employer: <i>[insert street/city/country]</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 ES 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 gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above) <p style="margin-left: 20px;">Name of Employer: _____</p> <p style="margin-left: 20px;">Name of Project: _____</p> <p style="margin-left: 20px;">Contract description: _____</p> <p style="margin-left: 20px;">Brief summary of evidence provided: _____</p>

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above**) [*attach details as appropriate*].

Form CCC: Current Contract Commitments / Works in Progress

Bidders and each member of 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 _____
 RFB No. and title: _____
 Page _____ of _____ pages

1. Financial data

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

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. 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 statements² for the _____ years required above; and complying with the requirements

² 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 _____
 RFB 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 _____
 RFB No. and title: _____
 Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name³ (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____

Page _____ of _____ pages

Subcontractor's Name (as per ITB 34.2 and 34.3): _____

All subcontractors 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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
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				

³ If applicable.

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

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

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

2. Activity No. Two

3.

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

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

Bidder's Name: _____
 Date: _____
 Bidder's JV Member Name: _____
 RFB No. and title: _____
 Page _____ of _____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

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

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

4. ...

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.8 (b) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Works’ Requirements
Section VII - Works’ Requirements

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General and specific project information for

Environmental and Social Management Plan (ESMP) for Culvert Structure in Assas (Meskan) of the Rift Valley Lakes Basin, Central Ethiopia Region

Project description

1.1. Background

The Rift Valley Basin floodplains have caused repeated damage to agricultural land, irrigation infrastructure, roads, and community assets, adversely affecting livelihoods and local economies. In response, flood protection structures were constructed in various parts of the basin to reduce flood risks and enhance community resilience. The local communities have continuously raised concerns regarding unmet basic needs, such as the lack of reliable water intake structures for irrigation, insufficient facilities for livestock watering, and the absence of safe pedestrian crossings.

For effective implementation, the project has been working on before the coming flood season, incorporating crossing structures, cattle troughs, and irrigation outlets, with stable, wider floodplain sections with vegetated slopes, and critical infrastructure crossings.

The E-FMP thoroughly prepares all the essential documents required for the bid floating. This preparation is crucial for ensuring that the bid is competitive and compliant, and for communicating the technical team's capabilities and understanding of the project requirements. Each document plays a vital role in presenting a cohesive and persuasive proposal to potential clients or stakeholders.

1.2. Technical Scope of Works

1.3. Project Location

The works are located in the Rift Valley basins in Ethiopia. These sites are strategically selected based on their vulnerability to flood events and their importance to local irrigation networks.

1.4. Description of the Works

The construction includes:

- **Crossing Structures:** Pedestrian bridges and reinforced concrete drainage crossings.
- **Irrigation Infrastructure:** Headwork structures, gravity-fed and pump-based irrigation intakes, and main/approach canals.
- **Ancillary Works:** Cattle troughs for livestock, fence work for site security, and guard houses for operational management.

2. Part 2

Specifications

2.1. Classification of Excavation Materials

2.1.1. Excavation and Earthwork

Clearing and Grubbing

- a. **Clearing:** Clearing consists of the removal of all trees, tree roots, fences and all other existing structures, including the disposal of all material resulting from clearing and grubbing to a maximum depth of 200 mm. It also includes removal and disposal of structures that obstruct the work, using labor, a loader, an excavator, or a bulldozer. Any trees, structures, or artifacts designated for retention shall be clearly marked on the Site to avoid accidental damage.
- b. **Conservation of Topsoil:** Where topsoil exists, the Engineer shall designate areas for removal of topsoil together with grass and other suitable vegetation. If not used immediately, topsoil shall be transported and deposited in stockpiles for later use.
- c. **Conservation of Vegetation:** Certain designated plants encountered in the reservoir area, buffer zone and borrow areas shall be carefully protected.

2.1.2. Classification of Excavation Materials

- I. **Hard Rock (sound rock):** Includes basaltic or other rock types that are very hard, requiring explosives or heavy-duty rock-breaking equipment for excavation. Highly interlocked boulders (above 2 m in both ways) and slightly fractured rocks requiring heavy-duty machine excavation are included.
- II. **Soft Rock:** Includes basaltic and ignimbrite rocks that are soft enough to be excavated by sledge hammers, wedges and miners' bars. Isolated boulders, moderately to highly fractured/jointed and/or weathered rocks, volcanic ash, tuff, river deposits and highly weathered materials are grouped as soft rock.
- III. **Soil:** All material except hard and soft rock as defined above. Includes alluvium, black-cotton soil, talus, cemented layers, and decomposed materials.

2.1.3. Excavation Open Cut

- I. **Excavation Method:** Open-cut excavation and grading shall be performed to the final lines and grades shown on the drawings. Rock excavation in foundation areas shall be done by careful methods such as line drilling or chiseling. The Contractor shall plan excavation so that the bulk material produced is of <30 mm size. Rock excavation from the main canal and the structure's foundation area shall be stockpiled as instructed.

II. **Excavation Extent:** Excess excavation performed without written order shall be at the Contractor's expense. All excavation for structures shall be carried to foundation material satisfactory to the Engineer. Precautions shall be taken to preserve material below and beyond excavation lines in undisturbed condition. Any over-excavation required to be backfilled shall be backfilled as instructed.

III. **Excavation Tolerances:** Excavation shall be performed within the following tolerances:

Table 1: Provided working with depth of excavation

Depth of Excavation	Working Space
0–1 m	15 cm – 20 cm
1–2 m	21 cm – 40 cm
2–3 m	41 cm – 60 cm
>4 m	61 cm – 1 m

2.2. Dewatering

The contractor is responsible for maintaining all excavation sites free from water. This includes the provision, operation, and maintenance of pumps, sumps, and drainage channels to ensure construction proceeds in dry conditions.

2.3. Fill and Compaction

2.3.1 Backfill and Compaction using Imported Materials

Imported materials must be free from organic matter and large stones (max size 75mm).

Execution: Backfill shall be placed in horizontal layers not exceeding 200mm in loose thickness and compacted to a minimum of 95% MDD (Modified Proctor).

2.4. Plain and Reinforced Concrete

Composition and Quality:

Concrete shall be composed of Portland cement, water, fine and coarse aggregate. Cyclopean concrete shall be 60% B/25 or C25 concrete and 40% hand-placed boulders (200–300 mm).

Table 2: Mix ratios (by volume) for hand mixing (per 50 kg cement):

Concrete Type	Mix Ratio (Cement: Sand: Gravel)	Box Size (18×40×50 cm)
C-10	1:03:06	Sand 3 boxes, Gravel 6 boxes
C-20	1:02:03	Sand 2 boxes, Gravel 3 boxes
C-30	1: 1.5: 2.5	Sand 1.5 boxes, Gravel 2.5 boxes

Note: Hand mixing is allowed for C-5 to C-15; not allowed for C-20 and above.

2.4.1. Materials

- I. **Cement:** Cement shall be Portland cement conforming to British or other approved standards. It shall be protected from moisture during transport and stored in a dry, weather-tight, ventilated structure. Cement stored longer than four months may be used only after retesting proves satisfactory.
- II. **Aggregates:** Fine aggregate (natural sand) and coarse aggregate (natural gravel, crushed gravel, or combination) shall be obtained from approved sources. Aggregates shall be clean, uncoated particles.

Table 3: Fine aggregate grading (U.S. Standard sieves):

Sieve Size	% Passing by Weight
1"	100
3/4"	90–100
3/8"	20–40
No. 4	0–5

Silt content <5%. Fineness modulus 2.3 – 3.10.

Table 4: Coarse aggregate grading (for concrete):

Sieve Size	% Passing
3/8"	100
No. 4	95–100
No. 3	80–100
No. 16	50–85
No. 30	25–60
No. 50	10–30
No. 100	2–10

Aggregate particles shall be spherical or cubical; flat/elongated particles $\leq 25\%$. Aggregates shall be stored to prevent inclusion of foreign materials and kept in free-draining basins for at least 6 hours before use.

- III. **Water:** Water for washing aggregates, mixing and curing concrete shall be fresh and free from oil, acid, salt, alkali, organic matter or other deleterious substances.

2.4.2. Proportion of Concrete

Proportions shall be directed. Cement content ranges from 150 to 360 kg/m³, water/cement ratio 0.4–0.50 (typically 0.45). Consistency shall be uniform from batch to batch.

2.4.3. Mixing

Concrete mixer shall be capable of producing uniform mix and discharging without segregation. Water measuring device shall control water/cement ratio. Mixer drum shall be kept free of hardened concrete.

- I. **Hand Mixing** (where permitted): Materials shall be mixed dry on a watertight platform, then water added with a rose-headed can until the mass is homogeneous.
- II. **Conveying:** Concrete shall be conveyed rapidly to prevent segregation. Hopper shall be conical. Vertical drop >1.5 m requires special equipment.

- IV. Placing:** Concrete shall be worked into corners and around reinforcement without segregation. Deposited in horizontal layers 30–45 cm thick. Construction joints shall be kept wet for at least 18 hours in the 24 hours prior to placing. Free water shall be removed. Placement not permitted in adverse weather. Concrete shall be placed within 30 minutes after mixing.

Compaction shall be by mechanical vibrators supplemented by hand spading. Rock surfaces shall be clean and wet for at least 24 hours before placing concrete.

Concrete Standards:

For elements <200 mm thick, max aggregate size 20 mm.

2.4.4. Expansion, Contraction, and Construction Joints

Construction joints shall be prepared by cleaning the river bed and abutments using air-water cutting. Anchor bars shall be provided as shown; rock shall be chiseled 15–50 cm deep.

Table 5: Concrete field test

Class	Max Aggregate (mm)	Compressive Strength at 28 days (MPa)	Max Water/Cement	Min Cement (kg/m ³)	Slump (mm)
C-10	20	10	—	—	75±25
C-20	40	20	—	250	75±25
C-30	40	30	0.5	300	75±25

Expansion-contraction joints shall be located as shown; filler shall be tar, self-expanding cork, or other approved material. Water stops of copper or PVC shall be installed as shown and properly supported.

3.4.3 Curing and Protection

All concrete shall be cured for at least 14 consecutive days by keeping surfaces continuously wet. Forms left in place shall be kept wet. Horizontal surfaces cured with sand shall be covered with 5 cm of continuously saturated sand.

2.4.5. Formwork and False work

- I. False work:** False work shall consist of timber or metal props, beams, bracings or ties adequate to support construction loads without excessive deflection. Props shall have base plates and be adjustable.
- II. Formwork:** Formwork shall produce concrete to lines, levels and shapes shown. It shall be strong, mortar-tight, and designed for easy removal. Joints shall be perpendicular to the concrete shape. Forms for high sections shall limit free drop to 1.5 m. Provision shall be made for fittings, bolts, and anchorages. Wires or bolts extending to the concrete surface are not permitted. Corners shall be filleted or chamfered as shown.
- III. Construction Requirements**

Formwork shall be rigid to achieve tolerances. Before concreting, forms shall be cleaned and wetted.

- IV. Removal of Forms and False Work:** Forms shall not be removed until concrete has sufficient strength.

Table 6: Minimum periods for formwork removal

Structural Element	% of 28-day Strength	Minimum Days Since Last Pour
Columns, wall faces (not yet supporting loads)	50%	3
Mass piers, abutments (not yet supporting loads)	50%	3
Box girders, simple span girders, T-beam girders, slab bridges, cross beams, caps, pier caps not continuously supported	80%	21

For cold weather, periods shall be extended.

2.4.6. Remedial Treatment of Formed Surfaces

General: Surfaces shall be inspected immediately after form removal. Remedial treatment shall be carried out without delay.

Repairs to Surface Defects: Small honeycombing, cavities, and broken corners shall be repaired with mortar of the same cement-sand ratio as the concrete. For large defects, special methods (pneumatic mortar, pressure grouting, epoxy) may be used.

2.5. Reinforcement Bars

3.5.1 Materials

High-yield deformed bars shall comply with standard grade 400 or 420 MPa requirements.

3.5.2 Supply and Storage

Steel reinforcement shall be from an approved source. It shall be stacked off the ground and protected from aggressive environment by sheds or tarpaulins. Different grades shall be stored separately and clearly identified.

3.5.2. Construction Requirements

- **Bending of Reinforcement:** Bars shall be cut and bent to dimensions shown, in accordance with ACI 315. Bending temperature range 5°C to 1000°C unless approved otherwise. A Bar Bending Schedule shall be submitted at least 30 days before placement. Bars shall be bent cold with steady pressure; hot bending of ≥ 32 mm bars if approved, heated slowly to cherry red ($\leq 840^\circ\text{C}$) and cooled slowly in air – no quenching. Rebending not permitted without permission.
- **Surface Conditions:** Immediately before concreting, reinforcement shall be clean, free from mud, oil, grease, paint, loose rust, mill scale or any substance that reduces bond.
- **Placing and Fixing:** Reinforcement shall be secured against displacement by tying with wire or clips, or by tack welding if permitted. Wire adjacent to exposed faces shall be 1.2 mm diameter stainless steel.
- **Cover:** Minimum cover shall be as shown or, if not indicated, as per table below. Cover shall be increased for surface treatments. Spacer blocks shall be made with 5 mm max aggregate, same strength as concrete, and tied to reinforcement with cast-in wire. Stools/chairs shall provide adequate support.

2.6. Stone Masonry

2.6.1. Materials and Construction

Stone shall be sound, hard, clean, and taken out as nearly as possible to the specified standard. Stones shall be set with natural beds near horizontal; interstices completely filled with mortar (stone: mortar ratio 60:40, mortar mix 1:3). Bond stones shall be staggered, measuring not less than 150×150 mm on face and 450 mm in length (or full wall thickness). Stones shall not be shifted after the initial set; if adjustment is needed, the mortar shall be removed and replaced.

Dressing and Cleaning: Stones must be dressed to remove thin edges and cleaned of all dirt before laying.

2.6.2. Pointing

Exposed faces shall be pointed with a 1:2 cement mortar to a depth of 20mm.

Weep Holes: Provided at 1.5m intervals (horizontal and vertical) using 50mm diameter PVC pipes to prevent hydrostatic pressure build-up.

2.7. Gabions

2.7.1. Materials

- I. **Rock:** Stones for filling gabions shall be clean, hard, sound, durable, unweathered boulders or rock fragments.

Table 8: Allowable rock size limits for gabion works

Cage Depth (m)	Minimum (mm)	Maximum (mm)
0.2	75* or 95**	125
0.3	100	200
0.5	100	250
1	100	300

*For 60×80 mm mesh; *for 80×100 mm mesh.

At least 85% of rocks \geq minimum size.

- II. **Wire:** Wire for gabion fabrication shall be to ASTM A 910, Grade 1010 or 1015, tensile strength \geq 350 MPa. Cold drawn steel wire fabric to AASHTO M-55.
- III. **Galvanizing:** Wire shall be galvanized to ASTM A 641 Class 3 coating, or aluminized to ASTM A 809 Class A heavy galvanized mild steel wire.

2.7.2. Construction

Cages shall be securely wired together at all edges. Rocks must be hand-packed to minimize voids.

2.8. Plastering of Masonry Walls

Internal and specified external surfaces shall be plastered with a 1:3 cement-sand mortar, finished to a smooth, even surface with a thickness of 15-20mm.

2.9. Installation of Spindle Gates

2.9.1. Materials

Gates shall be manufactured from cast iron or structural steel with bronze/stainless steel sealing faces.

2.9.2. Installation

Frames must be set plumb and level. Spindles must be aligned to ensure smooth operation.

Inspection and Testing: Post-installation, gates shall be tested for watertightness and ease of manual operation.

Summary of Structure Sizes

S.no	Location	Recommended opening			Type of Str.	Remark
	Station	Design Span/Diam	Design Clear Depth	No. of Barrels		
1	mechentose-1	25.00	5.00	1	Bridge	
2	mechentose-2	24.00	5.00	1	Bridge	
3	mechentose-3	25.00	5.00	1	Bridge	
4	mechentose-4	20.00	6.00	1	Bridge	
5	Oldguder-1	25.00	5.00	1	Bridge	
6	Oldguder-2	20.00	3.00	1	Bridge	
7	Welechi -1	15.00	3.00	1	Bridge	
8	Welechi -2	20.00	3.00	1	Bridge	
9	Kefo -BR-1	30.00	3.00	1	Bridge	
10	Miranchi Inlet	4.00	4.00	2	Slab BR/Culvert.	
11	Miranchi Outlet	5.00	2.00	1	Slab BR/Culvert.	
12	Goflala-1	30.00	5.00	1	Bridge	
13	Goflala-2	25.00	5.00	1	Bridge	
14	Assase-1	15.00	3.00	1	Bridge	
15	Assase-2	15.00	3.00	1	Bridge	
16	Hidi-uper Awash	20.00	6.00	1	Bridge	
17	Bologo-uper awash	20.00	6.00	1	Bridge	
18	Lali-Upper Awash	20.00	6.00	1	Bridge	
19	well-upper Awash	20.00	5.00	1	Bridge	

S.no	Location	Recommended opening			Type of Str.	Remark
	Station	Design Span/Diam	Design Clear Depth	No. of Barrels		
20	Teji-Illu-1	20.00	3.50	1	Bridge	
21	Teji-Illu-2	25.00	4.00	1	Bridge	
22	Amero- Upper awash	15.00	5.00	1	Bridge	
23	Assase pipie-1	1200.00		1	Pipe	
24	Assase pipie-2	1200.00		1	Pipe	
25	Assase pipie-3	1200.00		1	Pipe	
26	Assase pipie-4	1200.00		1	Pipe	
27	Assase pipie-5	900.00		1	Pipe	
28	Assase pipie-6	900.00		1	Pipe	
29	Assase pipie-7	900.00		1	Pipe	

3. Part 3 Timeline

The project is expected to be completed within a duration specified in the tender data (typically 6 to 7 months), including a mobilization period and a defects notification period of 7 months following completion.

Table 1: Project timeline

Phase	Months	Activities
1. Site Preparation	0.3	Clear and prepare the construction site, including access roads and staging areas.
2. Mobilization	0.5	Mobilize construction equipment and materials to the site.
3. Construction Phase	5	Begin construction of the crossing structures, cattle trough and irrigation outlet and other related structures.
4. Monitoring	0.5	Conduct regular site inspections and audits to ensure compliance with quality and safety standards.
5. Final Inspection	1	Conduct a final inspection of all completed works to ensure compliance with project specifications.
Total	7.3	

Environmental, social, health and safety requirements

In these specific ESHS conditions, General Requirements, the Bidder is required to sign each paragraph in the space provided if s/he is compliant and committed to implement the requirements. The Bidder thereby declares that s/he has read the requirements and that s/he is willing and able to implement them. In Specific Requirements, the Bidder is required to enter “Yes” in the space provided if he is compliant and committed to implement the requirements. In case the Bidder enters “No” he should explain his reason for doing so.

Environmental and Social Management Plan (ESMP) for Culvert Structure in Assas (Meskan) of the Rift Valley Lakes Basin, Central Ethiopia Region

1. Introduction

The proposed crossing structures are located in Meskan within the Central Ethiopia Region. These woredas are characterized by predominantly rural settlement and seasonal rivers and streams that frequently interrupt mobility and access to social and economic services during the rainy season. The construction of pedestrian crossing structures is therefore considered essential to improve safe access for local communities, strengthen connectivity, and reduce the impacts of recurrent flooding in the project areas.

The dominant ethnic groups in Gurage Meskan Woreda is also situated in the Central Ethiopia Region and is characterized by mixed agricultural livelihoods and rural settlements. The 2007 national census reported a total population of 155,782, including 76,396 men and 79,386 women, with 11,388 people (7.31%) living in urban areas. According to the July 2025 population projection, the woreda’s total population is estimated at 231,905, consisting of 113,880 males and 118,025 females. Rural residents constitute the majority of the population, totaling 196,924 people, while approximately 34,981 inhabitants live in urban areas.

The livelihood of the people in Meskan is primarily based on subsistence rain-fed agriculture. The local economy largely depends on mixed farming systems that combine crop cultivation and livestock rearing. Communities rely heavily on the production of staple food crops, cash crops, and the use of local natural resources for their income and daily subsistence. Livestock production also plays an important role in supporting household livelihoods, providing food, draft power, and additional sources of income

The proposed culvert structures are planned in response to the increasing demand from local communities, woreda administrations, zonal authorities, and the Regional Government for interventions addressing recurrent flooding problems, particularly in Assas sub-basins within the Central Ethiopia Region. Seasonal flooding in these areas has repeatedly disrupted transportation,

limited access to markets, schools, and health facilities, and exposed communities to safety risks during river crossings.

To address these challenges, the Ethiopia Flood Management Project (ET-FMP) under the Ministry of Water and Energy (MoWE) implemented flood reduction interventions in 2025, including river dredging works, gabion protection measures, and dike construction activities. During the implementation of these flood mitigation measures, local communities and stakeholders strongly requested the construction of pedestrian crossing structures to improve mobility and ensure safe passage across rivers and streams, particularly during the rainy season. Consequently, the construction of the proposed crossing structures became a priority intervention within the project areas.

In accordance with the requirements of the World Bank Environmental and Social Framework (ESF) and relevant national environmental regulations, the preparation of appropriate Environmental and Social (E&S) instruments is mandatory prior to the commencement of the proposed interventions. Accordingly, this Environmental and Social Management Plan (ESMP) has been prepared based on the provisions and requirements outlined in the project’s Stakeholder Engagement Plan (SEP), Labor Management Procedures (LMP), Resettlement Policy Framework (RPF), and SEA/SH Risk Assessment and Action Plan.

The Environmental and Social Management Plan (ESMP) outlines the mitigation, monitoring, and institutional measures required to avoid, minimize, mitigate, or compensate for potential environmental and social risks and impacts associated with the construction of the proposed crossing structures in the Rift Valley Lakes Basin. The ESMP has been prepared in compliance with applicable Ethiopian environmental laws, regulations, and guidelines, as well as the World Bank Environmental and Social Framework (ESF), particularly the relevant Environmental and Social Standards (ESS1–ESS10). The document also defines implementation responsibilities, monitoring mechanisms, reporting arrangements, and capacity-building measures necessary to ensure environmentally sound and socially responsible project implementation.

2. Objectives of the ESMP

- Prevent or minimize environmental degradation
- Protect local communities, livelihoods, and cultural resources
- Ensure compliance with Ethiopian environmental regulations and World Bank ESF
- Provide a framework for monitoring, reporting, and corrective actions

3. Approach and Methodology

The ESMP followed standard Environmental Impact Assessment (EIA) methodologies and the Environmental Protection Authority (EPA) guidelines. The assessment combined desk review, field investigation, and stakeholder consultation to establish baseline conditions and evaluate potential environmental and social impacts of the project.

. Site visits were conducted throughout the project area to observe existing environmental and social conditions, while consultations with local administrations and communities were held to gather views on project alignment, impacts, and mitigation measures. Final analysis integrated findings from field data, document review, and stakeholder inputs to support impact assessment and mitigation planning.

4. Project Description

The proposed interventions involve the construction of culvert structures across the Assas River in Meskan Woreda. Seven culverts are proposed at smaller stream crossings and drainage channels to ensure uninterrupted surface runoff conveyance and prevent localized flooding of adjacent land and access routes.

Table 1: List of Culvert Structures

Project Area / River Basin	Location / River Name	Structure Type	Unit	Quantity
Rift Valley (Assas River Flood Protection)	Asase River	Pipe Culvert (Ø1200 mm)	No.	4
	Asase River	Pipe Culvert (Ø900 mm)	No.	3

The proposed culvert structures on the Assas River will be constructed along the existing riverbank alignment. As a result, no significant environmental and social (ES) risks are anticipated in relation to access roads, footpath approaches, or land acquisition requirements, since the project will largely rely on existing riverbank.

In addition, the project does not envisage the establishment of dedicated construction camps, worker residential facilities, or large temporary material storage sites within the project area. The contractor is expected to utilize existing accommodation, services, and operational facilities available in nearby towns and settlements for workforce management, equipment storage, and logistical support. This approach will substantially minimize temporary land use impacts, vegetation clearing, waste generation, pressure on local natural resources, and potential social disturbances commonly associated with the establishment of construction camps. Consequently, the overall footprint of the construction activities is expected to remain localized and manageable, with only minor and short-term environmental disturbances anticipated during implementation.

The design of the pipe culverts was prepared by EPTISA. The proposed culverts consist of reinforced concrete pipes designed and sized based on peak discharge estimates obtained through hydrological and hydraulic modeling of the catchment area. The selected pipe diameters are intended to safely convey runoff generated during the design flood event, thereby preventing overtopping of the embankment and minimizing the risk of flooding, erosion, and structural damage. The design also considers local drainage characteristics, anticipated flow velocities, and

long-term durability requirements to ensure safe and efficient stormwater management.

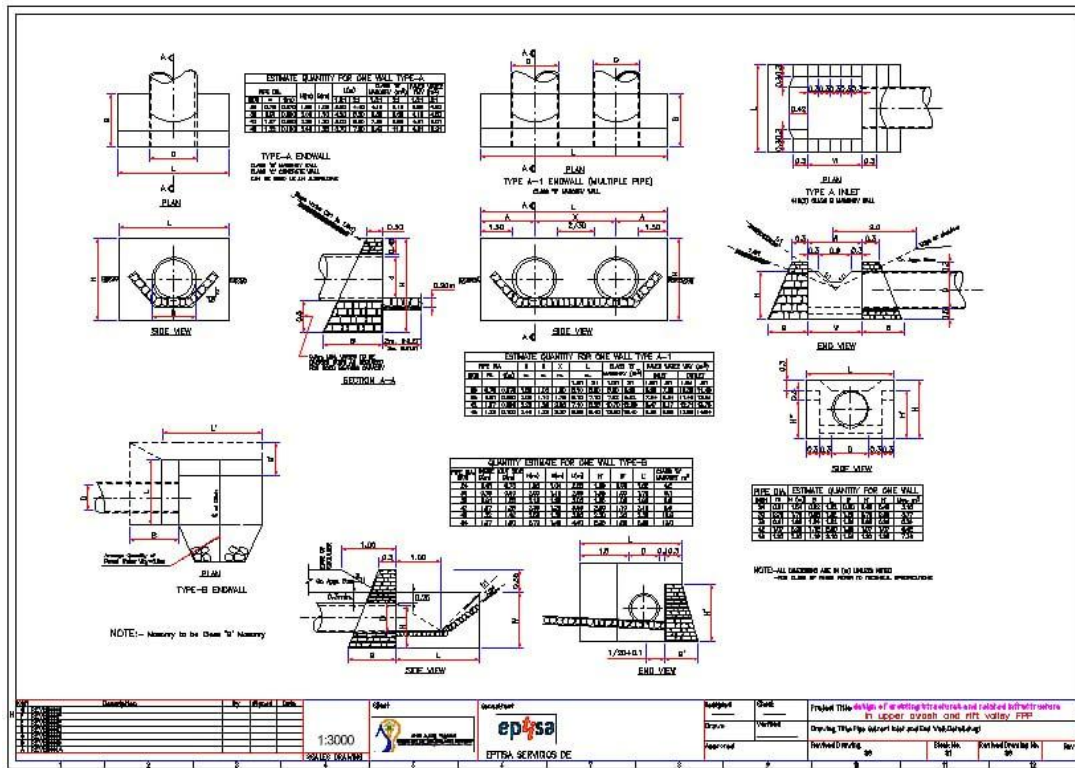


Figure 1: Section View and plan of Pipe Culver structures at Assas River

Each culvert is equipped with reinforced concrete headwalls and wing walls designed to retain the approach fill material and guide water into and out of the pipe. These structures prevent erosion at entry and exit points.

Inlet and outlet protection works, including riprap or gabion installations, are incorporated to prevent scour and erosion caused by concentrated discharge velocities. Proper embankment compaction and slope stabilization measures are implemented to ensure structural integrity and prevent settlement.

The hydraulic design ensures that the culverts function effectively during both normal rainfall events and extreme storm conditions, thereby protecting surrounding farmland and infrastructure from waterlogging and washouts.

5. Policy, Legal, and Institutional Framework

Applicable National and World Bank Laws & Policies

National Framework

- Environmental Impact Assessment Proclamation No. 299/2002
- Environmental Pollution Control Proclamation No. 300/2002

- Water Resources Management Proclamation No. 197/2000
- Labor Proclamation No. 1156/2019
- Regional Environmental Authority guidelines (Central Ethiopia Region)

World Bank Environmental and Social Standards

- **ESS1:** Assessment and Management of E&S Risks
 - **ESS2:** Labor and Working Conditions
 - **ESS3:** Resource Efficiency and Pollution Prevention
 - **ESS4:** Community Health and Safety
 - **ESS5:** Land Acquisition and Resettlement (if applicable)
 - **ESS6:** Biodiversity Conservation
 - **ESS8:** Cultural Heritage
 - **ESS10:** Stakeholder Engagement
- IFC Environmental, Health and Safety (EHS) Guidelines

6. Rationale and location

6.1 Rationale for proposed structures

During field supervision missions undertaken within the project intervention areas of the Rift Valley Basin, extensive consultations and stakeholder engagement activities were conducted with local communities, Grievance Redress Mechanism (GRM) committees, community representatives, and relevant government stakeholders. In parallel, capacity-building training sessions on grievance management systems and community engagement procedures were provided for participants from both Woreda- and Kebele-level administrations.

The consultations consistently identified a critical and recurring challenge related to the safe movement of people, livestock, and goods across seasonal rivers and drainage channels, particularly along the Assas River and its associated floodplain areas in Meskan Woreda. Community members emphasized that the absence of adequate culvert structures and properly designed inlet and outlet systems has long disrupted local mobility, especially during periods of intense rainfall and flooding.

These concerns became more pronounced following the implementation of emergency dredging works and fast-track flood reduction interventions carried out under the Ethiopia Flood Management Project (ET-FMP) in 2025. The flood mitigation measures, including river dredging, embankment stabilization, and drainage improvement works, were successful in reducing flood risks and protecting surrounding communities, farmland, and infrastructure from

recurrent flood damage. However, the interventions also unintentionally altered traditional access routes and created physical barriers that affected the movement patterns of local residents.

Community members reported that the lack of appropriate culvert infrastructure has significantly affected their daily socio-economic activities, including access to agricultural lands, schools, health facilities, local markets, and social services. In several locations, floodwaters frequently overtop existing informal crossing points, resulting in temporary isolation of communities and disruption of transportation and economic activities during the rainy season. Women, children, elderly persons, and livestock herders were identified as particularly vulnerable groups facing elevated safety risks while attempting to cross flooded areas.

In addition to mobility challenges, inadequate drainage conveyance has contributed to localized flooding, erosion, waterlogging of adjacent farmland, and damage to rural access roads. Poorly managed runoff has also increased sediment deposition and deterioration of surrounding land resources, thereby negatively affecting agricultural productivity and community livelihoods.

To address these identified challenges, the construction of appropriately designed pipe culvert structures, together with associated inlet and outlet protection works, has been proposed as an integral component of the project. The proposed interventions are intended to ensure uninterrupted surface runoff conveyance, improve floodwater management, maintain safe and reliable community access throughout the year, and reduce the adverse environmental and socio-economic impacts associated with seasonal flooding in Meskan Woreda.

The proposed culvert structures are therefore considered essential infrastructure interventions that will enhance climate resilience, strengthen community connectivity, improve public safety, and support sustainable rural livelihoods within the project area.

6.2. Location of proposed Structures

The proposed 7 pipe culvert structures are located Meskan Woreda within the Rift Valley Lakes Basin in the Central Ethiopia Region. Although geographically dispersed along Assas river, these structures share similar design features and are situated in areas with comparable a topographic and environmental characteristics.

These interventions were implemented to ensure uninterrupted surface runoff conveyance and prevent localized flooding of adjacent land and access routes, which had significantly affected surrounding communities and agricultural lands, particularly in Meskan Woreda

Table 2 : Location of the proposed pedestrian crossing structures

River Basin	Woreda Name	Bridge Name	Easting,	Northing,	Elevation, m	Depth, m
			M	m		
Assas	Meskan	Asase-1	423787.06	892874.424	2181.3	1.5
			423823.03	892860.542	2180.6	1.5

Given the similarity in design, environmental setting, and minimal anticipated impacts, it is both practical and efficient to cluster these subprojects and prepare a single Environmental and Social Management Plan (ESMP). This unified ESMP will guide the implementation of mitigation measures and ensure consistency in environmental and social risk management across all sites, supported by close and continuous supervision.

Based on the environmental and social screening conducted, the proposed crossing structures are expected to generate minimal to moderate adverse impacts. These impacts can be effectively mitigated through proper planning, adherence to environmental and social safeguards, and the implementation of appropriate mitigation measures by the contractor during the construction phase.

7. Description of the Environment (Baseline Summary)

7.1 Physical Environment

- The construction sites in the Rift Valley sub-basin includes High in steep areas and rivers (Assas)
- High periodic flash floods, increasing sedimentation downstream, and Soil Erosion/riverbank erosion during rainy seasons
- Frequently damaged during high-flow events, disrupting mobility and agricultural production.
- Flood Inundation: Damages homes, crops, and roads.
- Riparian Degradation

6.2 Biological Environment

Under the World Bank Environmental and Social Standard 6 (ESS6) on Biodiversity Conservation and Sustainable Management of Living Natural Resources, the proposed project area associated with the Boyo Wetland is considered to be located within, or in close proximity to, a Critical Habitat. This classification is attributed to the ecological significance of the wetland, which has been recognized as both a Key Biodiversity Area (KBA) and an Important Bird Area (IBA). The wetland provides important habitat for a wide range of waterbirds, including migratory bird species and cranes, and supports ecologically sensitive wetland and floodplain ecosystems.

Given these ecological characteristics, any proposed project infrastructure or intervention within or near the Boyo Wetland is considered under ESS6 as having the potential to affect Critical Habitat. Consequently, the project is required to comply with the stringent provisions of ESS6, including the application of the mitigation hierarchy to avoid, minimize, restore, and offset adverse impacts where necessary. The project must also ensure the avoidance of significant

habitat degradation and demonstrate no net loss of biodiversity values, or preferably a net gain where applicable.

The key biodiversity features and sensitive ecological receptors within the project influence area include:

- Riverine vegetation and wetland habitats;
- Fish species and aquatic ecosystems;
- Migratory and resident waterbird species;
- Floodplain and associated ecological habitats; and
- Other flora and fauna dependent on the wetland ecosystem.

6.3 Social Environment

- Smallholder farmers engage in mixed crop–livestock systems
- Irrigated horticulture and vegetable cultivation
- Livestock movement across rivers is common
- Urban Centers
- Dependence on river water for domestic and irrigation use
- Vulnerable populations, including elderly persons, women, and children, are disproportionately affected by flooding and unsafe crossing conditions.
- Access to schools, markets, and health services is often disrupted during the rainy season.

8. Community and Stakeholders Consultation

The Environmental and Social Impact Assessment (ESIA) process was conducted in an interactive and participatory manner to ensure meaningful involvement of stakeholders and local communities. This approach aims to achieve a comprehensive understanding of the project by informing stakeholders, continuously updating them on project developments, and fostering active participation and support from project-affected communities and their representatives throughout all stages of the project.

During the field investigations, the following consultation activities were undertaken:

- Meetings and discussions were held by involving local authorities, community representatives, and other key stakeholders.
- Relevant stakeholders were consulted to gather their knowledge and experiences regarding existing issues and challenges related to the proposed project. Discussions also

explored stakeholder perceptions and attitudes toward the project, as well as available information on transport infrastructure, service gaps, and community needs.

- Stakeholders' views and concerns regarding potential environmental and social impacts of the proposed project were systematically assessed and documented to inform impact analysis and mitigation planning.

5. Potential Environmental and Social Impacts

5.1 Overview of Potential Impacts

The construction of the proposed pipe culvert crossing structures in Assas sub-basin of Meskan Woreda is expected to generate important positive social and economic benefits by improving community mobility, reducing flood-related access interruptions, and strengthening access to schools, health facilities, markets, and agricultural lands.

The major anticipated Positive impacts include:

- Improved year-round community access and mobility
- Reduced risk of accidents during river crossing
- Improved access to schools, health facilities, and markets
- Employment opportunities for local laborers
- Reduced flood-related disruption to transportation and livelihoods
- Improved local economic activities and market connectivity

However, the project may also result in temporary environmental and social impacts during site preparation, excavation, material transport, construction, and operation phases which are described below. Most anticipated impacts are localized, short-term, and manageable through the implementation of appropriate mitigation and monitoring measures.

5.2. Negative Environmental Impacts and Mitigation Measures

5.2.1 Soil Erosion and Sedimentation

Impact Description

Excavation works, embankment preparation, and installation of culverts may expose soil surfaces to erosion, particularly during rainfall events. Runoff from disturbed areas may transport sediments into nearby streams and agricultural lands.

Mitigation Measures

- Limit vegetation clearing to required construction areas only

- Schedule earthworks during relatively dry periods
- Install temporary drainage and sediment control measures
- Stabilize exposed slopes immediately after construction
- Rehabilitate disturbed areas through re-vegetation
- Use riprap, gabions, and erosion protection at culvert outlets

Monitoring Indicators

- Presence of erosion gullies
- Sediment accumulation downstream
- Slope stabilization effectiveness
- Rehabilitation status of disturbed areas

5.2.2 Water Pollution and Drainage Disturbance

Impact Description

Construction activities may introduce sediments, fuels, oils, cement residues, and solid wastes into nearby watercourses. Temporary blockage of drainage channels may also affect local hydrology.

Mitigation Measures

- Avoid disposal of waste into rivers and streams
- Store fuels and lubricants in secured areas away from water bodies
- Prohibit equipment maintenance near waterways
- Maintain natural drainage flows during construction
- Install temporary diversion channels where necessary
- Ensure proper concrete handling practices

Monitoring Indicators

- Evidence of oil or fuel spills
- Water turbidity levels
- Drainage blockage incidents
- Waste disposal practices

5.2.3 Vegetation Loss and Habitat Disturbance

Impact Description

Site clearing and construction activities may result in localized removal of vegetation and temporary disturbance of small fauna habitats.

Mitigation Measures

- Minimize vegetation clearing
- Avoid unnecessary tree cutting
- Rehabilitate disturbed areas after construction
- Restrict movement of machinery to designated areas
- Prohibit hunting or disturbance of wildlife by workers

Monitoring Indicators

- Area cleared versus planned area
- Rehabilitated vegetation cover
- Evidence of unnecessary vegetation damage

5.2.4 Air Quality, Dust, and Noise Impacts

Impact Description

Movement of vehicles, excavation, and material handling may generate dust and noise affecting nearby communities and workers.

Mitigation Measures

- Regular water spraying on dusty roads and work areas
- Cover trucks transporting fine materials
- Maintain construction machinery regularly
- Restrict noisy activities to daytime hours
- Provide workers with appropriate PPE

Monitoring Indicators

- Frequency of dust complaints
- Noise levels near settlements
- PPE usage by workers
- Equipment maintenance records

5.2.5. Hydrological Alteration and Flow Modification

Culverts and pedestrian bridges may alter natural river flow patterns if not properly designed. Undersized culverts or poorly aligned structures can create flow constriction, upstream ponding, or downstream scouring.

Changes in flow velocity may destabilize riverbanks and modify sediment transport dynamics.

Potential Consequences

- Upstream flooding due to hydraulic constriction
- Downstream scouring and bank erosion
- Altered sediment deposition patterns
- Long-term channel instability

Mitigation Measures

- Design structures based on updated hydrological and hydraulic studies.
- Ensure adequate culvert diameter and flow capacity.
- Align structures with natural channel direction.
- Install energy dissipation structures at outlets.
- Conduct post-construction hydraulic performance monitoring.

9.2.6. Aquatic Habitat Disturbance

In-stream construction may disturb benthic habitats, spawning grounds, and aquatic vegetation. Temporary diversion of flow or placement of temporary cofferdams may disrupt aquatic ecosystems.

Even small-scale crossings can fragment habitats if water flow continuity is compromised.

Potential Consequences

- Disturbance to fish and aquatic organisms
- Increased turbidity affecting aquatic respiration
- Habitat fragmentation
- Reduced biodiversity in localized areas

Mitigation Measures

- Schedule in-stream works during low ecological sensitivity periods.
- Avoid complete blockage of stream flow.
- Minimize in-stream footprint.
- Restore riverbanks immediately after construction.
- Replant native riparian vegetation.

5.2.7. Riverbank Instability and Scour Risk

Bridge abutments and culvert outlets can accelerate localized erosion if protective measures are not installed. High-velocity discharge from culverts may cause scour at the outlet.

Potential Consequences

- Undermining of structural foundations
- Progressive bank collapse
- Increased sediment load downstream

Mitigation Measures

- Install riprap, gabions, or concrete aprons at outlets.
- Use bioengineering techniques for bank stabilization.

- Conduct routine inspection after major rainfall events.

5.2.8 Solid and Liquid Waste Impacts

Impact Description

Construction activities may generate spoil materials, packaging waste, scrap materials, and domestic waste from workers.

Mitigation Measures

- Segregate waste types at source
- Dispose of waste at approved disposal sites
- Reuse excavated materials where feasible
- Maintain proper sanitation facilities for workers
- Prohibit open burning of waste

Monitoring Indicators

- Waste disposal records
- Site cleanliness
- Availability of waste collection containers
- Evidence of improper dumping

9.2.9. Impacts on Vegetation

Clearing of vegetation for construction footprints, access roads, and temporary facilities may result in removal of shrubs, grasses, and scattered trees. Although large-scale deforestation is not anticipated, localized vegetation loss may occur.

Vegetation removal may expose soil to erosion and increase susceptibility to invasive species colonization if disturbed areas are left rehabilitated.

Potential Consequences

- Loss of shrubs and grasses
- Temporary habitat disturbance
- Increased erosion risk
- Potential spread of invasive species
- Reduced aesthetic value

Mitigation Measures

Vegetation impacts shall be minimized through:

- Limiting clearing strictly to required areas.
- Avoiding removal of mature trees where feasible.
- Replanting native species after construction.
- Implementing compensatory planting programs where tree removal is unavoidable.

- Stabilizing disturbed areas through revegetation.
- Monitoring restored sites to prevent invasive species establishment.

With restoration measures, vegetation impacts are expected to be temporary and localized

9.2.10. Increased long-term erosion risk due to poor design

If soil conditions, slope, and sediment transport are not adequately considered during design, the structures could later contribute to bank instability. This may lead to progressive erosion around bridge abutments, requiring costly repairs and causing environmental degradation over time.

5.3. Negative Social Impacts

Although the construction of the proposed culvert structures is expected to generate substantial long-term socio-economic benefits for local communities through improved connectivity, safer mobility, enhanced access to social services, and increased resilience to seasonal flooding, the construction phase may also result in a number of temporary and localized adverse social impacts if not properly manage.

5.3.1. Temporary Disruption of Access

Construction works across rivers and drainage corridors will require excavation, foundation installation, material transport, and establishment of temporary safety zones. These activities may temporarily block or divert traditional footpaths, informal river crossings, and local access routes.

In rural settings, where alternative routes are often limited or significantly longer, such disruptions may directly affect daily livelihoods and essential service access. Farmers may experience difficulty accessing fields during critical planting or harvesting periods. Students may face delays reaching schools, particularly during rainy seasons. Access to health facilities, markets, and administrative services may also be temporarily constrained.

Although the duration of disruption at each site is expected to be limited, cumulative impacts may arise if multiple structures are constructed simultaneously within the same locality.

Potential Consequences

- Increased travel time and transportation costs
- Delayed access to health services and emergency care
- Reduced agricultural productivity during restricted access periods
- Community dissatisfaction and complaints
- Potential disruption of school attendance

Mitigation Measures

To minimize access-related impacts, the contractor shall:

- Prepare and implement a detailed Traffic and Access Management Plan prior to construction.
- Provide clearly marked, safe temporary crossing alternatives.
- Sequence construction works to avoid simultaneous blockage of multiple routes.
- Schedule works outside peak agricultural and school activity periods where feasible.

- Maintain continuous access for emergency services at all times.
- Provide advance notification to communities regarding construction schedules and temporary diversions.
- Engage local leaders in planning temporary access arrangements.

With effective communication and planning, disruption impacts will be temporary and manageable.

5.3.2. Occupational Health and Safety Risks Associated with Pedestrian Crossing Structures.

Occupational Health and Safety (OHS) impacts and corresponding mitigation measures will be fully considered and implemented in accordance with the World Bank Group (WBG) Environmental, Health, and Safety (EHS) General Guidelines.⁴ Construction activities for pedestrian crossing structures inherently involve occupational health and safety hazards, particularly where works are undertaken near water bodies and require structural installation activities. Workers may be exposed to a range of risks during project implementation, including:

- Working at heights during bridge and crossing structure installation
- Collapse of excavation pits during foundation works
- Accidents related to the operation of heavy machinery and equipment
- Exposure to excessive heat and solar radiation
- Slips, trips, and falls on wet, muddy, or uneven surfaces
- Drowning hazards when working in or near flowing water

In the absence of effective occupational health and safety management systems, these hazards may lead to serious injuries, fatalities, project delays, financial losses, and reputational damage.

Potential Consequences

- Physical injuries or permanent disability
- Fatal occupational accidents
- Legal liabilities and regulatory penalties
- Temporary suspension or stoppage of construction activities
- Reduced productivity and low workforce morale

Mitigation Measures

The contractor shall establish and implement a comprehensive Occupational Health and Safety (OHS) Management System throughout the construction period. The system shall include, but not be limited to, the following measures:

- Preparation and implementation of a site-specific OHS Plan in accordance with national labor legislation and international good practice
- Mandatory provision and use of appropriate Personal Protective Equipment (PPE) for all workers

⁴ WBG EHS General Guidelines <https://www.ifc.org/content/dam/ifc/doc/2000/2007-general-ehs-guidelines-en.pdf>

- Conducting safety induction training for all personnel before entering the construction site
- Daily toolbox meetings to communicate task-specific hazards and preventive measures
- Installation of guardrails, fall protection systems, and properly secured scaffolding at elevated work areas
- Mandatory use of life jackets and other water safety equipment for personnel working near or over water bodies
- Implementation of heat stress management measures, including adequate rest periods, shaded resting areas, and provision of safe drinking water
- Placement of warning signs and safety notices at strategic locations to alert workers and the public of potential hazards
- Provision of adequately stocked first aid kits and trained first-aid personnel on-site
- Establishment of incident reporting, recording, and investigation procedures to prevent recurrence of accidents
- Regular inspection and maintenance of construction equipment and machinery to ensure safe operation
- Restricting unauthorized access to construction areas through fencing and controlled entry points

With strict enforcement of safety protocols, occupational risks can be significantly minimized.

5.2.3. Community Health and Safety Risks

Impact Description

Construction activities may expose nearby communities to accidents, dust, noise, open excavations, and movement of construction vehicles.

Mitigation Measures

- Install warning signs and safety barriers
- Inform communities in advance about construction schedules
- Control vehicle speed in settlement areas
- Restrict public access to active work sites
- Maintain safe pedestrian access routes

Monitoring Indicators

- Community complaints
- Traffic accident records
- Presence of warning signs and barriers
- Community awareness activities conducted

5.2.4 Labor Influx and SEA/SH Risks

Impact Description

Although labor influx is expected to be limited, interactions between workers and local communities may create risks related to inappropriate behavior, gender-based violence, and SEA/SH.

Mitigation Measures

- Implement the project SEA/SH Action Plan
- Enforce workers' Code of Conduct
- Conduct awareness training on SEA/SH prevention
- Establish confidential grievance mechanisms
- Prioritize local recruitment where feasible

Monitoring Indicators

- Signed Codes of Conduct
- SEA/SH awareness training records
- Number of grievances reported and resolved
- Local labor employment records

5.3.4. Chance Finds of Cultural Heritage

Impact Description

Excavation activities may unexpectedly uncover archaeological or cultural heritage materials.

Mitigation Measures

- Implement Chance Find Procedures
- Stop work immediately if artifacts are discovered
- Notify relevant cultural authorities
- Resume work only after official clearance

Monitoring Indicators

- Chance find incidents recorded
- Compliance with reporting procedures

9.3.5. Changes in Social Interaction Patterns

Improved crossings may alter traditional movement routes and social gathering patterns. While generally positive, changes may shift economic activity from one area to another.

Potential Consequences

- Decline in activity at former informal crossing points
- Redistribution of small-scale trade

Mitigation Measures

- Engage communities in site selection.
- Support local vendors affected by relocation.

9.3.6. Increased Child Safety Risk During Construction

Children may be attracted to construction sites, particularly near water bodies and bridges, increasing accident risks.

Potential Consequences

- Falls into excavations
- Drowning risks
- Injury from equipment

Mitigation Measures

- Install child-proof fencing.
- Conduct school-based awareness campaigns.
- Prohibit unsupervised public access to sites.

9.3.7. Gender-Differentiated Impacts

Women and girls often rely more heavily on safe crossings for accessing water sources, markets, schools, and health facilities. During construction, restricted access may disproportionately affect them.

Additionally, poorly designed crossings without lighting or handrails may create safety concerns.

Potential Consequences

- Increased travel burden for women
- Reduced sense of safety
- Limited mobility for elderly and persons with disabilities

Mitigation Measures

- Incorporate gender-sensitive design (handrails, appropriate width, lighting).
- Ensure universal accessibility features.
- Conduct separate consultations with women and vulnerable groups.

Contractor mobilization	Labor risks, GBV/SEA	Prepare LMP; workers' Code of Conduct; GBV Action Plan, awareness training, GRM	Daily/ Weekly and monthly	LMP approved; CoC signed	PMU / Contractor		ESS2, ESS4
Construction scheduling	Disturbance during breeding and rainy seasons Disturbance to water birds (cranes, migratory birds)	Schedule works outside peak rainy and wildlife breeding periods Avoid breeding, nesting, and roosting areas (no-go zones)	Weekly and monthly	Approved construction schedule	PMU / Contractor		ESS6
Stakeholder engagement	Community Complaints /grievances	Conduct consultations/training; disclose ESMP	Continuous	Consultation records	PMU		ESS10
Cultural heritage screening	Damage to unknown sites	Chance Find Procedure included in contracts	As required	CFP in contract	PMU		ESS8

B. Construction Phase

E&S Impact	Mitigation / Enhancement Measures	Frequency of Mitigation	Monitoring Indicators	Responsibility	Estimated Budget (ETB)	ESF Ref.
Environmental						
Soil erosion and sedimentation	Limit vegetation clearing; install drainage and sediment traps; stabilize exposed slopes; rehabilitate disturbed areas; install riprap and gabions	Daily during excavation and rainy periods	Presence of erosion gullies; sediment deposition; rehabilitated areas	Contractor, Supervising Engineer		ESS1, ESS3, ESS6

Water pollution and drainage disturbance	Store fuel away from water bodies; prohibit waste disposal into streams; maintain drainage flow; install diversion channels; proper concrete handling	Daily during construction	Water turbidity; evidence of spills; drainage obstruction incidents	Contractor		ESS3, ESS6
Vegetation loss and habitat disturbance	Minimize clearing; avoid unnecessary tree cutting; rehabilitate disturbed sites; replant native vegetation	During site clearing and post-construction	Area cleared vs planned; revegetation success	Contractor, Environmental Officer		ESS6
Air quality, dust, and noise impacts	Water spraying; cover trucks; maintain machinery; restrict noisy activities to daytime; provide PPE	Daily during construction	Dust complaints; noise levels; PPE usage records	Contractor		ESS3, ESS4
Hydrological alteration and flow modification	Ensure adequate culvert sizing; align structures with natural flow; install energy dissipation structures; hydraulic monitoring	During design and operation	Evidence of flooding, scouring, or flow obstruction	Design Engineer, Contractor		ESS1, ESS3
Aquatic habitat disturbance	Minimize in-stream works; avoid total flow blockage; restore riverbanks; replant riparian vegetation	During in-stream works	Water turbidity; condition of aquatic habitat; restored riverbanks	Contractor		ESS6
Riverbank instability and scour risk	Install riprap, gabions, aprons, and bioengineering stabilization measures	During construction and rainy seasons	Evidence of scour; bank stability condition	Contractor, Supervising Engineer		ESS1, ESS6
Solid and liquid waste impacts	Segregate waste; dispose at approved sites; reuse spoil materials; provide sanitation facilities; prohibit open burning	Daily during construction	Site cleanliness; waste disposal records; waste bins availability	Contractor		ESS3

Vegetation impacts and invasive species risk	Replant native species; compensatory tree planting; monitor invasive species establishment	During rehabilitation period	Survival rate of planted vegetation; invasive species presence	Contractor		ESS6
Long-term erosion risk due to poor design	Incorporate erosion control and slope stabilization into design; periodic inspection and maintenance	Design stage and operation	Structural stability; erosion around culverts	Design Engineer, PIU		ESS1
Social						
Improved community access and mobility (Positive Impact)	Prioritize timely completion of crossings; maintain quality construction; engage communities during implementation	Continuous during construction and operation	Improved accessibility; reduced travel time; community satisfaction	Contractor, PIU, Local Authorities		ESS1, ESS4
Employment opportunities for local laborers (Positive Impact)	Prioritize local recruitment and equal employment opportunities for women and vulnerable groups	Throughout construction	Number of local workers employed; gender-disaggregated employment records	Contractor		ESS2
Temporary disruption of access	Prepare Traffic and Access Management Plan; provide temporary crossings; notify communities in advance	Continuous during construction	Number of complaints; access routes maintained	Contractor, Local Authorities		ESS4
Occupational health and safety risks	Implement OHS Plan; provide PPE; conduct toolbox meetings; install guardrails; provide first aid kits and life jackets	Daily throughout construction	Accident records; PPE usage; safety training conducted	Contractor		ESS2, ESS4
Community health and safety risks	Install warning signs and barriers; control traffic speed; restrict public access; awareness campaigns	Daily during construction	Community complaints; accident records; warning signs installed	Contractor		ESS4

Labor influx and SEA/SH risks	Enforce Codes of Conduct; SEA/SH training; confidential GRM; prioritize local recruitment	Monthly and continuous	Signed Codes of Conduct; SEA/SH grievances resolved	Contractor, PIU		ESS2, ESS4, ESS10
Chance finds of cultural heritage	Implement Chance Find Procedure; stop work upon discovery; notify authorities	As required during excavation	Chance find reports; compliance records	Contractor, Culture Office		ESS8
Changes in social interaction patterns	Engage communities in site selection; support affected local vendors	During consultation and operation	Community feedback; livelihood restoration records	PIU, Local Authorities		ESS10
Increased child safety risks	Install child-proof fencing; awareness campaigns in schools; restrict access to sites	Continuous during construction	Presence of fencing; child safety awareness activities	Contractor		ESS4
Gender-differentiated impacts	Provide handrails, safe walkways, and universal access; conduct consultations with women and vulnerable groups	During design and construction	Accessibility features installed; women consultation records	Design Engineer, PIU		ESS1, ESS4, ESS10

Summary of Estimated ESMP Budget

Activity Category	Estimated Cost (ETB)
Environmental Mitigation Measures	
Social Mitigation Measures	
Monitoring and Supervision	
Capacity Building and Training	
Contingency (10%)	
 Total Estimated ESMP Budget 	

10.2. Environmental and Social Monitoring Plan

Monitoring Aspect	Monitoring Indicators	Monitoring Frequency	Responsible Body	Means of Verification
Soil erosion control	Erosion gullies; slope stabilization effectiveness	Weekly	Supervising Engineer	Site inspections
Water quality protection	Turbidity levels; oil spill evidence	Weekly	Contractor, Environmental Officer	Inspection reports
Vegetation rehabilitation	Area revegetated; survival of planted trees	Monthly	Contractor	Rehabilitation records
Dust and noise control	Dust complaints; machinery maintenance status	Weekly	Contractor	Community feedback
Hydrological performance	Flooding or scouring incidents	Seasonal	PIU, Design Engineer	Hydraulic inspection reports
Waste management	Cleanliness of site; waste disposal compliance	Weekly	Contractor	Waste records
OHS compliance	PPE use; accident frequency; toolbox meetings	Daily/Weekly	Contractor	OHS logs
Community safety	Safety signs installed; traffic incidents	Weekly	Contractor	Site inspection
SEA/SH prevention	Awareness training conducted; grievance records	Monthly	PIU	Training and GRM records
Temporary access management	Accessibility of temporary crossings	Weekly	Contractor	Community consultation reports
Cultural heritage protection	Chance find compliance	As needed	Contractor	Incident records
Child safety protection	Fencing installed; school awareness sessions	Weekly	Contractor	Inspection reports
Gender and vulnerable group inclusion	Accessibility features; women participation	Monthly	PIU	Consultation reports

11. ESMP Implementation Budget

The budget is indicative and should be refined during detailed engineering design and contractor procurement. Most mitigation costs are expected to be integrated into the Contractor’s Bill of Quantities (BoQ). Monitoring costs include field transport, supervision allowances, documentation, reporting, and inspection materials.

The contractor shall be responsible for estimating the costs required to implement the proposed mitigation measures associated with construction activities. These costs, including the implementation of the ESMP, environmental and social monitoring, and capacity-building activities, shall be fully integrated into the bid price. All related provisions will form part of the contract and shall be implemented accordingly.

12. Institutional Arrangements

- **Project Implementing Unit (PIU):** Overall ESMP oversight
- **Contractor:** Day-to-day ESMP implementation
- **Supervision Consultant:** Environmental and Social Compliance monitoring
- **Regional Environmental Authority:** Regulatory oversight

13. Grievance Redress Mechanism (GRM)

In addition to Woreda and Kebele level Grievance Redressing Committee. A project-level Grievance Redress Mechanism (GRM) shall be established to receive and address concerns related to environmental, social, labor, and SEA/SH issues. The GRM will:

- Be accessible to all community members
- Allow anonymous complaints
- Maintain confidentiality for SEA/SH cases
- Record and track grievance resolution and report
- Ensure timely response and feedback

Environmental and Social Management Plan (ESMP) for Pedestrian Crossing Structures in Boyo-Guder (Shashego), Assas (Meskan), and Goflala (Silti) of the Rift Valley Lakes Basin, Central Ethiopia Region

1. Introduction

The proposed crossing structures are located in three woredas—Shashogo, Meskan, and Silti—within the Central Ethiopia Region. These woredas are characterized by predominantly rural settlement and seasonal rivers and streams that frequently interrupt mobility and access to social and economic services during the rainy season. The construction of pedestrian crossing structures is therefore considered essential to improve safe access for local communities, strengthen connectivity, and reduce the impacts of recurrent flooding in the project areas.

The dominant ethnic groups in the three project woredas are the Hadiya in Shashogo, the Gurage in Meskan, and the Silt'e in Silti. Shashogo Woreda is one of the woredas found in the Hadiya Zone of Central Ethiopia Region. According to the 2007 Population and Housing Census conducted by the Central Statistical Agency (CSA), the woreda had a total population of 103,722, comprising 52,435 men and 51,287 women. Of this population, about 8,219 people, or 7.92%, resided in urban areas. Based on the July 2025 population projection, the total population of Shashogo Woreda is estimated at 155,460, of which 78,702 are male and 76,758 are female. The majority of the population lives in rural areas, accounting for 130,245 people, while the remaining 25,215 inhabitants reside in urban centers.

Meskan Woreda is also situated in the Central Ethiopia Region and is characterized by mixed agricultural livelihoods and rural settlements. The 2007 national census reported a total population of 155,782, including 76,396 men and 79,386 women, with 11,388 people (7.31%) living in urban areas. According to the July 2025 population projection, the woreda's total population is estimated at 231,905, consisting of 113,880 males and 118,025 females. Rural residents constitute the majority of the population, totaling 196,924 people, while approximately 34,981 inhabitants live in urban areas.

Similarly, Silti Woreda is one of the densely populated areas within the region and is highly dependent on agriculture and local trade. According to the July 2025 population projection, Silti Woreda has an estimated total population of 269,383, of which 133,200 are male and 136,183 are female. Most residents live in rural areas, accounting for 219,655 people, while the remaining 49,728 inhabitants reside in urban settlements.

The livelihood of the people in Shashogo, Meskan, and Silti Woredas is primarily based on subsistence rain-fed agriculture. The local economy largely depends on mixed farming systems that combine crop cultivation and livestock rearing. Communities rely heavily on the production of staple food crops, cash crops, and the use of local natural resources for their income and daily subsistence. Livestock production also plays an important role in supporting household livelihoods, providing food, draft power, and additional sources of income.

The proposed crossing structures are planned in response to the increasing demand from local communities, woreda administrations, zonal authorities, and the Regional Government for interventions addressing recurrent flooding problems, particularly in the Boyo, Goflala, and Assas sub-basins within the Central Ethiopia Region. Seasonal flooding in these areas has repeatedly disrupted transportation,

limited access to markets, schools, and health facilities, and exposed communities to safety risks during river crossings.

To address these challenges, the Ethiopia Flood Management Project (ET-FMP) under the Ministry of Water and Energy (MoWE) implemented flood reduction interventions in 2025, including river dredging works, gabion protection measures, and dike construction activities. During the implementation of these flood mitigation measures, local communities and stakeholders strongly requested the construction of pedestrian crossing structures to improve mobility and ensure safe passage across rivers and streams, particularly during the rainy season. Consequently, the construction of the proposed crossing structures became a priority intervention within the project areas.

In accordance with the requirements of the World Bank Environmental and Social Framework (ESF) and relevant national environmental regulations, the preparation of appropriate Environmental and Social (E&S) instruments is mandatory prior to the commencement of the proposed interventions. Accordingly, this Environmental and Social Management Plan (ESMP) has been prepared based on the provisions and requirements outlined in the project's Stakeholder Engagement Plan (SEP), Labor Management Procedures (LMP), Resettlement Policy Framework (RPF), and SEA/SH Risk Assessment and Action Plan.

The Environmental and Social Management Plan (ESMP) outlines the mitigation, monitoring, and institutional measures required to avoid, minimize, mitigate, or compensate for potential environmental and social risks and impacts associated with the construction of the proposed crossing structures in the Rift Valley Lakes Basin. The ESMP has been prepared in compliance with applicable Ethiopian environmental laws, regulations, and guidelines, as well as the World Bank Environmental and Social Framework (ESF), particularly the relevant Environmental and Social Standards (ESS1–ESS10). The document also defines implementation responsibilities, monitoring mechanisms, reporting arrangements, and capacity-building measures necessary to ensure environmentally sound and socially responsible project implementation.

2. Objectives of the ESMP

- Prevent or minimize environmental degradation
- Protect local communities, livelihoods, and cultural resources
- Ensure compliance with Ethiopian environmental regulations and World Bank ESF
- Provide a framework for monitoring, reporting, and corrective actions

3. Approach and Methodology

The ESMP followed standard Environmental Impact Assessment (EIA) methodologies and the Environmental Protection Authority (EPA) guidelines. The assessment combined desk review, field investigation, and stakeholder consultation to establish baseline conditions and evaluate potential environmental and social impacts of the project.

. Site visits were conducted throughout the project area to observe existing environmental and social conditions, while consultations with local administrations and communities were held to gather views on project alignment, impacts, and mitigation measures. Final analysis integrated findings from field data, document review, and stakeholder inputs to support impact assessment and mitigation planning.

7. Project Description

The project is situated within the Rift Valley basin systems, specifically in the Boyo–Guder–Meranchi, Welenchi, and Goflala catchments. Assase forms part of the Goflala sub-catchment, with its outlet discharging into the Weja River.

The proposed interventions include the construction of pedestrian crossing structures across the identified sub-basins. Within the Goflala and Assas Rivers, two pedestrian crossing structures are proposed for each river. In the Boyo–Guder–Meranchi catchment, four pedestrian crossings are planned, while ten pedestrian crossings are proposed within the Boyo–Guder–Welenchi catchment, as indicated below

Table 1: List of Proposed pedestrians crossing structure

No.	Project Area / River Basin	Location / River Name	Structure Type	Unit	Quantity
1	Rift Valley (Assas River Flood Protection)	Asase River	Pedestrian Bridge	No.	2
2	Rift Valley (Goflala River Flood Protection)	Goflala	Pedestrian Bridge	No.	2
4	Rift Valley (Boyo–Guder Meranchi)	Old Guder River	Pedestrian Bridge	No.	2
		Meranchi Boyo Lake Outlet Channel	Pedestrian Bridge	No.	1
		Meranchi Boyo Lake Inlet Channel	Pedestrian Bridge	No.	1
5	Rift Valley (Boyo–Guder Welenchi)	Mechentoses River	Pedestrian Bridge	No.	4
		Kefo River	Pedestrian Bridge	No.	3
		Machebi River	Pedestrian Bridge	No.	1
		Welenchi River	Pedestrian Bridge	No.	2

As indicated in the table above, the project involves the construction of 18 reinforced concrete pedestrian bridges in the Shashego, Meskan, and Silti areas within the Rift Valley Lakes Basin. The bridges are strategically located at key river crossing points throughout the project area to improve community access and connectivity.

According to the final design report prepared by EPTISA, the proposed bridges are designed primarily for pedestrian and non-motorized transport users and will generally follow existing footpaths that may require only minor rehabilitation works. Therefore, no significant environmental and social (ES) risks are anticipated in relation to the existing access routes and footpath approaches. Furthermore, no dedicated construction camps or temporary storage facilities are planned, as the contractor is expected to utilize available facilities and operational setups in nearby towns, thereby minimizing temporary environmental disturbance and land use impacts.

The proposed bridge structures consist of reinforced concrete deck girder systems supported by masonry abutments and isolated footings. The bridges are designed to safely accommodate pedestrians, motorcycles, hand-pushed wheelbarrows, animal-drawn carts, and livestock, while excluding heavy vehicles such as cars, buses, and trucks. Their layouts, span arrangements, and structural configurations have been developed to ensure hydraulic compatibility with river flow conditions, structural stability, long-term durability, and ease of construction using locally available materials and conventional construction techniques.

The bridges are intended to provide safe, reliable, and all-weather access for communities that currently rely on temporary, seasonal, or unsafe river crossing methods. The proposed structures are expected to substantially improve year-round mobility and accessibility, particularly during the rainy season when river water levels increase and existing crossing points become unsafe or impassable.

The superstructure of each bridge consists of a reinforced concrete deck slab system designed to withstand pedestrian loading as well as occasional light non-motorized transport such as motorcycles and livestock movement where applicable. The deck thickness and reinforcement detailing are determined based on structural load analysis and durability requirements.

The substructure comprises reinforced concrete abutments constructed on either side of the river channel. These abutments are integrated with wing walls to retain approach embankments and prevent lateral erosion. The wing walls are oriented to guide flow and protect the embankment from scour during high discharge events.

Retaining walls, both gravity and reinforced types, are included to stabilize riverbanks, protect embankments, and mitigate flood risks. The walls are designed to resist lateral soil pressures, hydraulic forces, surcharge loads, and potential scour. Protective works, such as aprons and riprap, are integrated with the retaining walls to enhance stability and durability while minimizing environmental impacts.

Foundation design is based on calculated maximum scour depth derived from hydraulic modeling and sediment transport analysis. The embedment depth ensures structural stability under extreme flood conditions and prevents undermining due to riverbed erosion. Where soil conditions require additional support, foundation improvements such as deeper footings or soil stabilization measures are incorporated.

Hydraulic clearance has been carefully established above the modeled 50-year or 100-year design flood level, depending on the risk classification of the crossing. Adequate freeboard is included to accommodate debris flow and floating materials during peak flood events. This design approach enhances structural resilience and reduces the likelihood of overtopping.

To further protect the structures, gabion mattresses and riprap protection works are installed at abutments, piers (where applicable), and vulnerable riverbanks. These measures minimize erosion, dissipate flow energy, and stabilize the channel adjacent to the bridge.

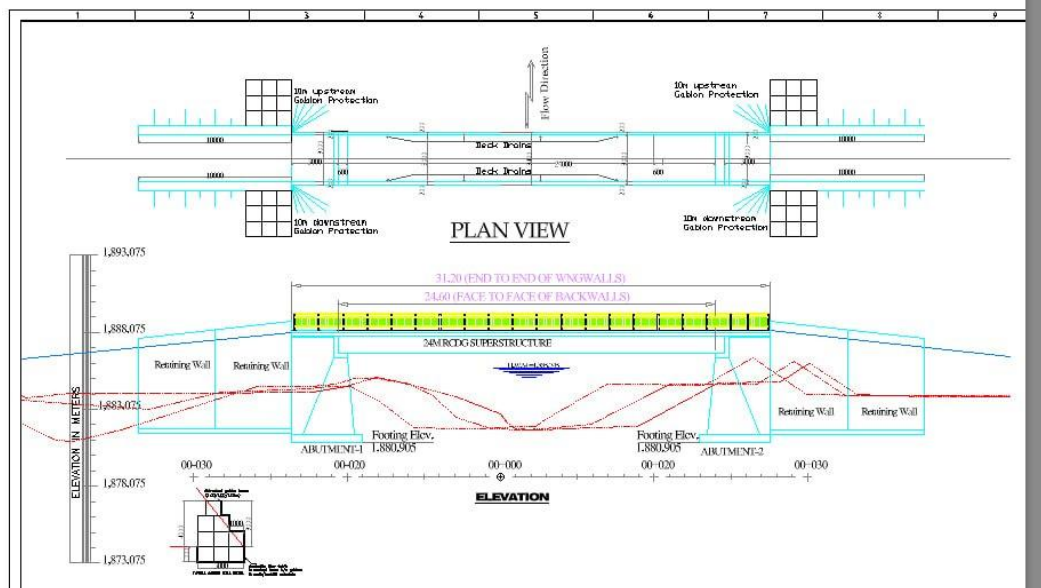


Figure 1: Section View and plan of pedestrian crossing structures

Bridge span lengths vary according to river width, hydraulic modeling outputs, and site-specific topographic conditions. Each bridge is therefore individually designed to respond to local hydrological and geomorphological characteristics.

8. Policy, Legal, and Institutional Framework

Applicable National and World Bank Laws & Policies

National Framework

- Environmental Impact Assessment Proclamation No. 299/2002
- Environmental Pollution Control Proclamation No. 300/2002
- Water Resources Management Proclamation No. 197/2000
- Labor Proclamation No. 1156/2019
- Regional Environmental Authority guidelines (Central Ethiopia Region)

World Bank Environmental and Social Standards

- **ESS1:** Assessment and Management of E&S Risks
 - **ESS2:** Labor and Working Conditions
 - **ESS3:** Resource Efficiency and Pollution Prevention
 - **ESS4:** Community Health and Safety
 - **ESS5:** Land Acquisition and Resettlement (if applicable)
 - **ESS6:** Biodiversity Conservation
 - **ESS8:** Cultural Heritage
 - **ESS10:** Stakeholder Engagement
- IFC Environmental, Health and Safety (EHS) Guidelines

9. Rationale and location

6.1 Rationale for proposed structures

During field supervision missions, extensive consultations were conducted with local communities, Grievance Redress Mechanism (GRM) committees, and relevant stakeholders, alongside capacity-building training provided on grievance management systems. These engagements involved participants from both Woreda and Kebele-level administrations across the project intervention areas in the Rift Valley Basin.

A consistent and critical issue raised during these consultations was the difficulty faced by communities in safely crossing rivers, streams, and associated inlet structures. These challenges emerged particularly in locations where emergency dredging and fast-track flood reduction interventions had been implemented in 2017 EFY. While such measures were effective in mitigating flood risks and protecting lives and property, they unintentionally created physical barriers that disrupted traditional access routes and mobility patterns.

Community members reported that the absence of appropriate crossing infrastructure has significantly affected their daily socio-economic activities. This includes restricted access to farmlands, grazing areas, schools, health facilities, and local markets. In some cases, vulnerable groups—such as women (special pregnant women), children, the elderly, and persons with disabilities—are disproportionately impacted due to increased safety risks and longer travel distances. During the rainy season, these challenges are further exacerbated, posing serious risks to human safety and limiting access to essential services.

Similarly, GRM committees and local administrative bodies emphasized that these access constraints have become a recurrent source of grievances within the community. The lack of safe and reliable crossing points undermines the overall effectiveness and sustainability of the flood management interventions and may lead to community dissatisfaction if not addressed promptly.

In response to these clearly identified needs, the construction of appropriately designed crossing structures and culverts has been proposed as an integral component of the project. These structures will restore connectivity, enhance safe mobility, and ensure that the benefits of flood mitigation measures are not offset by unintended negative social impacts. Furthermore, integrating crossing infrastructure into the flood management system will contribute to improved resilience, accessibility and community well-being.

6.2. Location of proposed Structures

The proposed 18 pedestrian crossing and 7 pipe culvert structures are located across different Woredas within the Rift Valley Lakes Basin in the Central Ethiopia Region. Although geographically dispersed, these structures share similar design features and are situated in areas with comparable topographic and environmental characteristics.

The need for these crossing structures arose following emergency dredging activities undertaken in 2017 EFY in the Assas, Mendifa, and Boyo basin streams and rivers. These interventions were implemented to mitigate the impacts of recurrent flooding, which has significantly affected surrounding communities, particularly in Shashego, Meskan, and Siltie Woredas.

Table 2 : Location of the proposed pedestrian crossing structures

River Basin	Woreda Name	Bridge Name	Easting,	Northing,	Elevation, m	Depth, m
			M	m		
Boyo Lake	Shashego	Kefo-1	387797.199	823901.404	1893.79	1.5
			387779.261	823892.669	1897.99	1.5
		Kefo-2	387062.938	821927.831	1891.72	1.5
			387053.958	821932.564	1899.93	1.5
		Kefo-2-2	386000.9	820670.104	1900.27	1.5
			385991.407	820665.996	1899.48	1.5
		Machebi	Rocky			1.5
		Welenchi-1	393704.74	824670.001	1893.68	1.5
			393688.442	824671.976	1890.54	1.5
		Welenchi-2	393046.442	823373.392	1891.61	1.5
398923.317	834084.671		1890.85	1.5		
Assas	Meskan	Asase-1	423787.06	892874.424	2181.3	1.5
			423823.03	892860.542	2180.6	1.5
		Asase-2	424244.04	891814.704	2139.74	1.5
			424270.64	891847.57	2135.81	1.5
	Siltie	Goflala-1	440162.63	883601.448	1813.22	1.5

			440152.042	883614.46	1813.16	1.5
		Goflala-2	440949.55	884985.142	1806.27	1.5
			440945.91	884991.387	1805.53	1.5

The need for these crossing structures has arisen following emergency dredging activities carried out in 2025 in the Boyo Lake, Bilate and Assas, Goflala rivers. These interventions were undertaken to reduce the impacts of recurrent flooding that has significantly affected the surrounding communities, particularly in Shashego, Meskan, and Siltie Woredas.

Given the similarity in design, environmental setting, and minimal anticipated impacts, it is both practical and efficient to cluster these subprojects and prepare a single Environmental and Social Management Plan (ESMP). This unified ESMP will guide the implementation of mitigation measures and ensure consistency in environmental and social risk management across all sites, supported by close and continuous supervision.

Based on the environmental and social screening conducted, the proposed crossing structures are expected to generate minimal to moderate adverse impacts. These impacts can be effectively mitigated through proper planning, adherence to environmental and social safeguards, and the implementation of appropriate mitigation measures by the contractor during the construction phase.

7. Description of the Environment (Baseline Summary)

7.1 Physical Environment

- The construction sites in the Rift Valley sub-basin includes High in steep areas and rivers (Guder and Assas)
- High periodic flash floods, increasing sedimentation downstream, and Soil Erosion/riverbank erosion during rainy seasons
- Wetland ecosystems and irrigated agricultural areas are prominent features of these landscapes.
- Frequently damaged during high-flow events, disrupting mobility and agricultural production.
- Flood Inundation: Damages homes, crops, and roads.
- Water Quality Degradation: Agricultural runoff and urban/industrial discharges contaminate waterways.
- Riparian Degradation

6.2 Biological Environment

Under the World Bank Environmental and Social Standard 6 (ESS6) on Biodiversity Conservation and Sustainable Management of Living Natural Resources, the proposed project area associated with the Boyo Wetland is considered to be located within, or in close proximity to, a Critical Habitat. This classification is attributed to the ecological significance of the wetland, which has been recognized as both a Key Biodiversity Area (KBA) and an Important Bird Area (IBA). The wetland provides important habitat for a wide range of waterbirds, including migratory bird species and cranes, and supports ecologically sensitive wetland and floodplain ecosystems.

Given these ecological characteristics, any proposed project infrastructure or intervention within or near the Boyo Wetland is considered under ESS6 as having the potential to affect Critical Habitat. Consequently, the project is required to comply with the stringent provisions of ESS6, including the application of the mitigation hierarchy to avoid, minimize, restore, and offset adverse impacts where necessary. The project must also ensure the avoidance of significant habitat degradation and demonstrate no net loss of biodiversity values, or preferably a net gain where applicable.

The key biodiversity features and sensitive ecological receptors within the project influence area include:

- Riverine vegetation and wetland habitats;
- Fish species and aquatic ecosystems;
- Migratory and resident waterbird species;
- Floodplain and associated ecological habitats; and
- Other flora and fauna dependent on the wetland ecosystem.

6.3 Social Environment

- Smallholder farmers engage in mixed crop–livestock systems
- Irrigated horticulture and vegetable cultivation
- Livestock movement across rivers is common
- Urban Centers
- Dependence on river water for domestic and irrigation use
- Vulnerable populations, including elderly persons, women, and children, are disproportionately affected by flooding and unsafe crossing conditions.
- Access to schools, markets, and health services is often disrupted during the rainy season.

8. Community and Stakeholders Consultation

The Environmental and Social Impact Assessment (ESIA) process was conducted in an interactive and participatory manner to ensure meaningful involvement of stakeholders and local communities. This approach aims to achieve a comprehensive understanding of the project by

informing stakeholders, continuously updating them on project developments, and fostering active participation and support from project-affected communities and their representatives throughout all stages of the project.

During the field investigations, the following consultation activities were undertaken:

- Meetings and discussions were held by involving local authorities, community representatives, and other key stakeholders.
- Relevant stakeholders were consulted to gather their knowledge and experiences regarding existing issues and challenges related to the proposed project. Discussions also explored stakeholder perceptions and attitudes toward the project, as well as available information on transport infrastructure, service gaps, and community needs.
- Stakeholders' views and concerns regarding potential environmental and social impacts of the proposed project were systematically assessed and documented to inform impact analysis and mitigation planning.

9. Potential Impacts

9.1. Potential Positive Environmental and Social Impacts

The Rift Valley Basins crossing Structure Project is expected to deliver significant positive environmental and social benefits through the construction of pedestrian crossings, pipe culverts, and flood protection structures. Enhanced pedestrian safety and mobility: Safe year-round river crossings will improve access to schools, health services, markets, and administrative centers, especially for vulnerable groups.

9.2 Negative Environmental Impacts

The construction of pedestrian crossings structures involves excavation, earthworks, material transportation, concrete works, and workforce mobilization. These activities may generate temporary but potentially significant adverse environmental impacts if not properly managed. The impacts are primarily localized, short to medium term, and reversible with appropriate mitigation measures.

The key potential negative environmental impacts are described below.

9.2.1 Potential ecological /biological impacts

Construction of pedestrian crossings within or near the wetland may result in potential environmental impacts:

- ❖ Loss of riparian and wetland vegetation
- ❖ Disturbance to water birds (cranes, migratory species)
- ❖ Water quality degradation (sediment, turbidity)
- ❖ Hydrological alteration (floodplain disruption)

- ❖ Habitat fragmentation and loss of connectivity
- ❖ Disturbance from construction activities (noise, presence)

Mitigation Measures

- ❖ Avoid Critical Habitat and dense wetland vegetation during design (micro-siting)
- ❖ Use manual/low-impact clearing methods
- ❖ Avoid breeding, nesting, and roosting areas (no-go zones)
- ❖ Schedule works outside breeding/migration seasons
- ❖ Establish buffer zones (100–300 m site-specific)
- ❖ Install silt fences, sediment traps, erosion control mats
- ❖ Proper storage of fuels/chemicals ≥ 100 m from water
- ❖ Maintain natural flow paths and drainage channels
- ❖ Avoid continuous fencing or provide wildlife passages
- ❖ Restrict work to daylight hour

9.2.2. Soil Erosion and Land Degradation

Excavation for foundations, culvert installation, embankment formation, material stockpiling, and development of temporary access tracks will expose soil surfaces to erosion by wind and rainfall. In riverine areas, improper excavation and bank modification may destabilize slopes and increase sediment transport downstream.

The removal of vegetative cover reduces soil cohesion, making disturbed areas highly vulnerable to surface runoff during rainfall events. If excavation slopes are left unprotected, gully formation may occur, leading to progressive land degradation.

In agricultural areas, construction traffic and stockpiling may compact soil, reducing infiltration capacity and affecting soil productivity.

Potential Consequences

- Loss of fertile topsoil
- Increased sedimentation in streams and drainage channels
- Degradation of adjacent farmland
- Reduced agricultural productivity
- Formation of rills and gullies
- Long-term land instability if not rehabilitated

Mitigation Measures

To minimize soil erosion and land degradation, the following measures shall be implemented:

- Limit site clearance strictly to the approved construction footprint.
- Strip and separately store topsoil for later reuse in site restoration.
- Stabilize exposed slopes using compaction, stone pitching, gabions, or vegetative measures.
- Install temporary erosion control structures such as silt fences and sediment traps.
- Avoid earthworks during peak rainfall periods where feasible.
- Reinstatement of disturbed areas immediately after completion of works.
- Restrict vehicle movement to designated access routes to prevent unnecessary land disturbance.
- Implement progressive rehabilitation rather than waiting until project completion.

With proper implementation, residual impacts are expected to be minor and reversible.

9.2.3. Sedimentation and Surface Water Pollution

Construction activities within or near watercourses may increase turbidity due to soil disturbance and sediment runoff. In-stream works, if not properly controlled, may lead to elevated suspended solids downstream.

Additional risks include accidental fuel spills, oil leaks from machinery, improper storage of lubricants, and discharge of concrete washout water. These pollutants may contaminate nearby streams and irrigation channels.

Increased sediment loading can reduce water clarity, affect aquatic habitats, and clog downstream irrigation infrastructure.

Potential Consequences

- Reduced surface water quality
- Elevated turbidity levels
- Impacts on aquatic organisms and fish habitats
- Blockage of downstream irrigation channels
- Community concerns regarding drinking water sources
- Potential conflicts with water users

Mitigation Measures

To protect water resources, the following measures shall be enforced:

- Prohibit direct discharge of construction waste into watercourses.
- Establish buffer zones around rivers and streams.
- Install sediment control barriers and silt curtains where necessary.
- Schedule in-stream works during low-flow periods.
- Designate secure fuel storage areas away from water bodies with secondary containment.
- Refuel and maintain machinery in designated areas with spill control kits available.
- Properly manage concrete washout in lined containment pits.
- Regularly monitor turbidity levels during construction.
- Immediately clean up spills using approved spill response procedures.

With these measures, impacts on surface water quality are expected to remain temporary and localized.

9.2.4. Air Quality Deterioration (Dust and Emissions)

Dust emissions may arise from excavation activities, loading and unloading of materials, stockpiling of soil, and vehicle movement on unpaved roads. Wind action may further disperse fine particles to nearby settlements and farmland.

Exhaust emissions from construction equipment and transport vehicles may contribute to localized increases in particulate matter (PM), nitrogen oxides (NO_x), and carbon monoxide (CO).

Although impacts are temporary and localized, they may cause discomfort to nearby residents and workers if unmanaged.

Potential Consequences

- Nuisance dust affecting nearby households

- Respiratory discomfort among sensitive groups
- Reduced visibility along access roads
- Temporary stress to vegetation
- Deposition of dust on crops

Mitigation Measures

Air quality impacts shall be minimized through:

- Regular water spraying of exposed surfaces and access roads.
- Covering trucks transporting fine materials.
- Limiting vehicle speeds within construction zones.
- Proper maintenance of construction equipment to reduce exhaust emissions.
- Avoiding unnecessary idling of machinery.
- Locating stockpiles away from residential areas.
- Using windbreaks where necessary.

9.2.5. Noise and Vibration

The operation of excavators, compactors, concrete mixers, and haulage trucks will generate noise and vibration. These disturbances may affect nearby households, schools, religious institutions, and livestock.

Although construction noise is temporary, prolonged exposure without mitigation may create nuisance and community dissatisfaction.

Potential Consequences

- Disturbance to nearby households
- Interference with schools and community activities
- Temporary stress to livestock
- Reduced comfort levels for workers and residents

Mitigation Measures

Noise and vibration impacts will be managed through:

- Restricting construction activities to daytime hours.
- Maintaining equipment in good working condition.
- Installing silencers and mufflers on machinery.
- Informing communities in advance about high-noise activities.
- Avoiding simultaneous operation of multiple high-noise equipment near sensitive receptors.
- Establishing complaint response procedures through the grievance redress mechanism.

Given the temporary nature of construction works, noise impacts are expected to be short-term.

9.2.6. Waste Generation

Construction activities will generate various waste streams, including excavated spoil, scrap metal, packaging materials, domestic waste from workers, and hazardous waste such as used oil and lubricants.

Improper handling, storage, or disposal of waste may result in soil contamination, water pollution, and aesthetic degradation.

Potential Consequences

- Land contamination
- Surface water pollution
- Attraction of pests and vermin
- Visual impacts
- Occupational health risks

Mitigation Measures

Waste shall be managed in accordance with national environmental regulations and best practice:

- Develop and implement a site-specific Waste Management Plan.
- Reuse excavated spoil where feasible for backfilling.
- Dispose of excess spoil at approved sites.
- Segregate recyclable materials.
- Store hazardous waste in sealed, labeled containers.
- Arrange for licensed disposal of used oil and lubricants.
- Provide adequate waste bins at worker camps.
- Conduct routine site inspections to ensure proper waste management.

9.2.7. Impacts on Vegetation

Clearing of vegetation for construction footprints, access roads, and temporary facilities may result in removal of shrubs, grasses, and scattered trees. Although large-scale deforestation is not anticipated, localized vegetation loss may occur.

Vegetation removal may expose soil to erosion and increase susceptibility to invasive species colonization if disturbed areas are left rehabilitated.

Potential Consequences

- Loss of shrubs and grasses
- Temporary habitat disturbance
- Increased erosion risk
- Potential spread of invasive species
- Reduced aesthetic value

Mitigation Measures

Vegetation impacts shall be minimized through:

- Limiting clearing strictly to required areas.
- Avoiding removal of mature trees where feasible.
- Replanting native species after construction.
- Implementing compensatory planting programs where tree removal is unavoidable.
- Stabilizing disturbed areas through revegetation.
- Monitoring restored sites to prevent invasive species establishment.

With restoration measures, vegetation impacts are expected to be temporary and localized.

9.2.8. Hydrological Alteration and Flow Modification

Crossing structures such as culverts and pedestrian bridges may alter natural river flow patterns if not properly designed. Undersized culverts or poorly aligned structures can create flow constriction, upstream ponding, or downstream scouring.

Changes in flow velocity may destabilize riverbanks and modify sediment transport dynamics.

Potential Consequences

- Upstream flooding due to hydraulic constriction
- Downstream scouring and bank erosion
- Altered sediment deposition patterns
- Long-term channel instability

Mitigation Measures

- Design structures based on updated hydrological and hydraulic studies.
- Ensure adequate culvert diameter and flow capacity.
- Align structures with natural channel direction.
- Install energy dissipation structures at outlets.
- Conduct post-construction hydraulic performance monitoring.

9.3.9. Aquatic Habitat Disturbance

In-stream construction may disturb benthic habitats, spawning grounds, and aquatic vegetation. Temporary diversion of flow or placement of temporary cofferdams may disrupt aquatic ecosystems.

Even small-scale crossings can fragment habitats if water flow continuity is compromised.

Potential Consequences

- Disturbance to fish and aquatic organisms
- Increased turbidity affecting aquatic respiration
- Habitat fragmentation
- Reduced biodiversity in localized areas

Mitigation Measures

- Schedule in-stream works during low ecological sensitivity periods.
- Avoid complete blockage of stream flow.
- Minimize in-stream footprint.
- Restore riverbanks immediately after construction.
- Replant native riparian vegetation.

9.2.10. Riverbank Instability and Scour Risk

Bridge abutments and culvert outlets can accelerate localized erosion if protective measures are not installed. High-velocity discharge from culverts may cause scour at the outlet.

Potential Consequences

- Undermining of structural foundations
- Progressive bank collapse
- Increased sediment load downstream

Mitigation Measures

- Install riprap, gabions, or concrete aprons at outlets.

- Use bioengineering techniques for bank stabilization.
- Conduct routine inspection after major rainfall events.

9.2.12. Visual and Landscape Impacts

Although relatively small structures, pedestrian crossings may alter the visual character of river corridors, particularly in rural or culturally sensitive landscapes.

Potential Consequences

- Reduced scenic quality
- Community dissatisfaction if design is not context-sensitive

Mitigation Measures

- Use locally appropriate construction materials where feasible.
- Apply aesthetic design considerations.
- Restore disturbed areas through landscaping and revegetation.

9.2.11. Increased long-term erosion risk due to poor design

If soil conditions, slope, and sediment transport are not adequately considered during design, the structures could later contribute to bank instability. This may lead to progressive erosion around bridge abutments, requiring costly repairs and causing environmental degradation over time.

9.3. Negative Social Impacts

The construction of pedestrian crossings structures is expected to provide substantial long-term socio-economic benefits to local communities. These structures will improve safe access and connectivity for pedestrians and non-motorized transport users, particularly during the rainy season when river crossings often become difficult or unsafe. Improved accessibility is also expected to enhance access to schools, health facilities, markets, and other social and economic services, thereby contributing to local development and improving community livelihoods.

The proposed pedestrian crossing structures will mainly be constructed within existing riverbanks and footpaths. As a result, land acquisition, physical displacement, or loss of assets is not anticipated. In addition, the bridges are designed primarily for pedestrian and non-motorized users and will generally follow existing footpaths and access routes. Although some sections of these footpaths may require minor rehabilitation or improvement works, no major realignment or widening is expected.

Furthermore, the project is not expected to require the establishment of dedicated construction camps or temporary material storage areas. The contractor is anticipated to utilize available facilities, services, and operational setups located in nearby towns and settlements. This approach will help minimize temporary land disturbance, reduce pressure on local natural resources, and limit potential environmental and social impacts commonly associated with construction camps, such as waste generation, vegetation clearance, and community disturbances.

9.3.1. Temporary Disruption of Access

Construction works across rivers and drainage corridors will require excavation, foundation installation, material transport, and establishment of temporary safety zones. These activities

may temporarily block or divert traditional footpaths, informal river crossings, and local access routes.

In rural settings, where alternative routes are often limited or significantly longer, such disruptions may directly affect daily livelihoods and essential service access. Farmers may experience difficulty accessing fields during critical planting or harvesting periods. Students may face delays reaching schools, particularly during rainy seasons. Access to health facilities, markets, and administrative services may also be temporarily constrained.

Although the duration of disruption at each site is expected to be limited, cumulative impacts may arise if multiple structures are constructed simultaneously within the same locality.

Potential Consequences

- Increased travel time and transportation costs
- Delayed access to health services and emergency care
- Reduced agricultural productivity during restricted access periods
- Community dissatisfaction and complaints
- Potential disruption of school attendance

Mitigation Measures

To minimize access-related impacts, the contractor shall:

- Prepare and implement a detailed Traffic and Access Management Plan prior to construction.
- Provide clearly marked, safe temporary crossing alternatives.
- Sequence construction works to avoid simultaneous blockage of multiple routes.
- Schedule works outside peak agricultural and school activity periods where feasible.
- Maintain continuous access for emergency services at all times.
- Provide advance notification to communities regarding construction schedules and temporary diversions.
- Engage local leaders in planning temporary access arrangements.

With effective communication and planning, disruption impacts will be temporary and manageable.

9.3.2. Occupational Health and Safety Risks Associated with Pedestrian Crossing Structures.

Occupational Health and Safety (OHS) impacts and corresponding mitigation measures will be fully considered and implemented in accordance with the World Bank Group (WBG) Environmental, Health, and Safety (EHS) General Guidelines.⁵ Construction activities for pedestrian crossing structures inherently involve occupational health and safety hazards, particularly where works are undertaken near water bodies and require structural installation activities. Workers may be exposed to a range of risks during project implementation, including:

- Working at heights during bridge and crossing structure installation
- Collapse of excavation pits during foundation works
- Accidents related to the operation of heavy machinery and equipment
- Exposure to excessive heat and solar radiation
- Slips, trips, and falls on wet, muddy, or uneven surfaces
- Drowning hazards when working in or near flowing water

⁵ WBG EHS General Guidelines <https://www.ifc.org/content/dam/ifc/doc/2000/2007-general-ehs-guidelines-en.pdf>

In the absence of effective occupational health and safety management systems, these hazards may lead to serious injuries, fatalities, project delays, financial losses, and reputational damage.

Potential Consequences

- Physical injuries or permanent disability
- Fatal occupational accidents
- Legal liabilities and regulatory penalties
- Temporary suspension or stoppage of construction activities
- Reduced productivity and low workforce morale

Mitigation Measures

The contractor shall establish and implement a comprehensive Occupational Health and Safety (OHS) Management System throughout the construction period. The system shall include, but not be limited to, the following measures:

- Preparation and implementation of a site-specific OHS Plan in accordance with national labor legislation and international good practice
- Mandatory provision and use of appropriate Personal Protective Equipment (PPE) for all workers
- Conducting safety induction training for all personnel before entering the construction site
- Daily toolbox meetings to communicate task-specific hazards and preventive measures
- Installation of guardrails, fall protection systems, and properly secured scaffolding at elevated work areas
- Mandatory use of life jackets and other water safety equipment for personnel working near or over water bodies
- Implementation of heat stress management measures, including adequate rest periods, shaded resting areas, and provision of safe drinking water
- Placement of warning signs and safety notices at strategic locations to alert workers and the public of potential hazards
- Provision of adequately stocked first aid kits and trained first-aid personnel on-site
- Establishment of incident reporting, recording, and investigation procedures to prevent recurrence of accidents
- Regular inspection and maintenance of construction equipment and machinery to ensure safe operation
- Restricting unauthorized access to construction areas through fencing and controlled entry points

With strict enforcement of safety protocols, occupational risks can be significantly minimized.

9.3.3. Community Health and Safety Risks

Construction activities may create safety hazards for nearby communities, especially where sites are located close to residential areas or frequently used footpaths.

Potential hazards include open excavations, exposed reinforcement bars, movement of heavy vehicles, and temporary alteration of river flow during in-stream works. Children, in particular, may be attracted to construction sites, increasing accident risks.

Increased traffic from material transport vehicles may elevate the risk of road accidents, particularly in areas lacking formal traffic control infrastructure.

Potential Consequences

- Accidental falls into excavations
- Injury due to interaction with machinery
- Traffic accidents involving pedestrians
- Increased community anxiety and perceived insecurity

Mitigation Measures

To protect community safety, the following actions shall be taken:

- Secure all construction sites with fencing and warning signage.
- Install protective barriers around excavations.
- Deploy traffic marshals during material transport.
- Limit construction vehicle speed within community areas.
- Conduct community awareness campaigns on construction-related risks.
- Restrict public access to active work zones.
- Establish and publicize a grievance redress mechanism for reporting safety concerns.

These measures will ensure community safety risks remain minimal and controlled.

9.3.4. Labor Influx and Social Risks

Although the project workforce is not expected to be large, the presence of external workers in small or rural communities may introduce social dynamics that require careful management.

Potential risks include increased demand for housing, water, and sanitation services. There may also be concerns related to gender-based violence (GBV), sexual exploitation and abuse (SEA), communicable disease transmission, and social tension if local employment expectations are not met.

Even where risks are moderate, proactive prevention measures are essential.

Potential Consequences

- Increased pressure on local infrastructure and services
- Social conflict between workers and host communities
- Heightened vulnerability of women and girls
- Spread of communicable diseases
- Reputational risks for the project

Mitigation Measures

- Prioritize local hiring to reduce labor influx.
- Develop and enforce a strict Workers' Code of Conduct.
- Provide GBV/SEA awareness training for all workers.
- Establish confidential reporting channels for GBV cases.

- Coordinate with local health authorities on disease prevention measures.
- Ensure adequate water, sanitation, and accommodation facilities within worker camps.
- Conduct regular community engagement meetings.
- Through proactive management, labor-related risks can be effectively mitigated.

9.3.5. Risk of Damage to Physical Cultural Resources

Excavation activities may encounter previously unknown archaeological remains or culturally significant materials.

Failure to follow proper procedures may result in irreversible damage and non-compliance with heritage protection laws.

Mitigation Measures

- Implement a formal Chance Find Procedure.
- Train workers to recognize cultural artifacts.
- Immediately suspend work upon discovery.
- Notify relevant authorities.
- Resume construction only after clearance.

9.3.6. Changes in Social Interaction Patterns

Improved crossings may alter traditional movement routes and social gathering patterns. While generally positive, changes may shift economic activity from one area to another.

Potential Consequences

- Decline in activity at former informal crossing points
- Redistribution of small-scale trade

Mitigation Measures

- Engage communities in site selection.
- Support local vendors affected by relocation.

9.3.7. Increased Child Safety Risk During Construction

Children may be attracted to construction sites, particularly near water bodies and bridges, increasing accident risks.

Potential Consequences

- Falls into excavations
- Drowning risks
- Injury from equipment

Mitigation Measures

- Install child-proof fencing.
- Conduct school-based awareness campaigns.
- Prohibit unsupervised public access to sites.

9.3.8. Gender-Differentiated Impacts

Women and girls often rely more heavily on safe crossings for accessing water sources, markets, schools, and health facilities. During construction, restricted access may disproportionately affect them.

Additionally, poorly designed crossings without lighting or handrails may create safety concerns.

Potential Consequences

- Increased travel burden for women
- Reduced sense of safety
- Limited mobility for elderly and persons with disabilities

Mitigation Measures

- Incorporate gender-sensitive design (handrails, appropriate width, lighting).
- Ensure universal accessibility features.
- Conduct separate consultations with women and vulnerable groups.

9.3.9. Risk of Informal Settlement Encroachment Near Crossings

Improved accessibility may increase land value and encourage informal settlement near crossing structures.

Potential Consequences

- Encroachment on riverbanks
- Increased flood exposure risk
- Environmental degradation

Mitigation Measures

- Coordinate with local land administration authorities.
- Enforce buffer zone regulations.
- Raise community awareness regarding flood risks.

9.3.10. Operational Phase Negative Impacts

Operational impacts are expected to be limited; however, inadequate maintenance and poor land use planning may generate secondary impacts.

9.3.11. Increased Human Activity

Improved accessibility may stimulate settlement expansion and informal land use change.

Mitigation: Coordination with local authorities on land use control and environmental monitoring.

9.3.12. Decommissioning Phase Impacts

Removal of temporary facilities may generate minor dust, noise, and waste.

Mitigation: Proper waste disposal, site restoration, and final environmental inspection.

10. Environmental and Social Management Plan (ESMP) and Monitoring Plan

10.1. ESMP

The ESMP consists of potential impacts and mitigation measures to ensure effective environmental and social management. These include a detailed mitigation framework outlining impact-specific measures and implementation responsibilities; a monitoring plan specifying environmental parameters, frequency of monitoring, performance indicators, and reporting arrangements; and an occupational health and safety framework addressing hazard identification, risk assessment, training, and emergency response.

The ESMP also mitigation measures for major potential impacts including community health and safety framework that addresses public risk management, traffic safety, and access control. A assessment, resolution, documentation, and appeals. Capacity-building measures are incorporated to strengthen institutional competence in environmental and social management. Finally, the ESMP includes an estimated budget outlining the financial resources required for mitigation, monitoring, staffing, training, and reporting.

A.Pre-Construction Phase ESMP Matrix

Activity	Potential E&S Impact	Mitigation / Enhancement Measures	Frequency of Mitigation	Monitoring Indicators	Responsibility	Estimated Budget	ESF Ref.
Design and planning	Inappropriate site selection, weak soil foundation problem, land slide, wetland/sensitive ecological area leading to avoidable environmental/social impacts	geotechnical & hydrological studies, Conduct detailed hydrological, geotechnical, and environmental assessments; micro-siting to avoid sensitive habitats and erosion hotspots; apply “avoidance first” principle	Once-off during design stage with reviews at key design milestones	Approved design/site selection report; ESMP clearance	PMU/Design consultant		ESS1
Site selection & design Environmental survey	<ul style="list-style-type: none"> Increased downstream water stress Disturbance to wetlands and sensitive habitats Conduct wetland, bird, and aquatic ecology assessments before construction	Ensure intake design maintains environmental flow; confirm abstraction permits Avoid critical habitats including wetlands, bird nesting areas, and sensitive riparian zones during design; use low-impact bridge designs	Once during site selection and design stage	Approved design & permits Approved design incorporating avoidance measures Survey reports	PMU / Design Consultant		ESS1, ESS3 ESS6

Contractor mobilization	Labor risks, GBV/SEA	Prepare LMP; workers’ Code of Conduct; GBV Action Plan, awareness training, GRM	Daily/ Weekly and monthly	LMP approved; CoC signed	PMU / Contractor		ESS2, ESS4
Construction scheduling	Disturbance during breeding and rainy seasons Disturbance to water birds (cranes, migratory birds)	Schedule works outside peak rainy and wildlife breeding periods Avoid breeding, nesting, and roosting areas (no-go zones)	Weekly and monthly	Approved construction schedule	PMU / Contractor		ESS6
Stakeholder engagement	Community Complaints /grievances	Conduct consultations/training; disclose ESMP	Continuous	Consultation records	PMU		ESS10
Cultural heritage screening	Damage to unknown sites	Chance Find Procedure included in contracts	As required	CFP in contract	PMU		ESS8
Total							

B. Construction Phase ESMP Matrix

Impact	Mitigation Measures	Responsibility	Monitoring Indicator	Frequency	Estimated Budget	ESF Ref.
Scour and Long-term erosion around bridge foundations/abutments	Periodic inspection; Install erosion protection (riprap/gabions) protection; Re-vegetation; post-flood maintenance	MoWE, AWBD, Design consultant/engineer	Structural stability; Erosion rates, visual inspection reports, stability of riprap/gabions, vegetation cover assessments	Quarterly and after flood events		ESS1, 3 and 6
Soil Erosion & Land Degradation	Install silt fences and sediment traps; stabilize slopes with gabions or vegetative cover; immediate backfilling of excavations; progressive site rehabilitation; limit vehicle movement to designated tracks	Contractor	Presence of erosion control measures; absence of gully formation	Weekly		ESS 3 and 6
Water Pollution & Sedimentation	Prohibit refueling and maintenance near water bodies; provide spill kits; concrete mixing and washout areas away from streams; install temporary	Contractor	No visible oil or chemical contamination; sediment accumulation	Weekly		ESS 3

Impact	Mitigation Measures	Responsibility	Monitoring Indicator	Frequency	Estimated Budget	ESF Ref.
	sediment traps; avoid in-stream works during peak flows		controlled			
Dust Emission & Air Quality	Regular water spraying of exposed surfaces; cover trucks carrying fine materials; limit vehicle speed; maintain equipment	Contractor	Dust complaints; visual inspection of dust control measures	Daily		ESS 3
Habitat degradation and wetland disturbance, due to Machinery movement, Noise & Vibration	Limit noisy works to daytime hours; maintain equipment in good condition; avoid simultaneous operation of multiple machines near sensitive receptors, Restrict machinery to designated access routes	Contractor	Community complaints; site noise audit	Weekly		ESS 3
Waste Generation	Segregate waste (organic, recyclable, hazardous); dispose of waste at approved sites; no open burning; hazardous waste stored securely	Contractor	Waste logs; proper disposal verification	Weekly		ESS 3
Habitat fragmentation	Reduced wildlife movement Maintain vegetated corridors; avoid fencing or include wildlife passages	Local stakeholders and contractor	Wildlife movement observations	Daily/weekly		ESS 6
Vegetation Loss & Habitat Disturbance	Minimize clearing; restore disturbed areas progressively; replant native species along riverbanks; prevent invasive species colonization	Contractor	Area restored; survival rate of replanted vegetation	Monthly		ESS 6
Hydraulic Alteration / Flow Disruption	Proper sizing and alignment of culverts; temporary flow diversion with minimal in-stream disturbance; post-construction hydraulic verification	Contractor & Supervising Engineer	Flow continuity maintained; no upstream flooding	Weekly during in-stream works		ESS6

Impact	Mitigation Measures	Responsibility	Monitoring Indicator	Frequency	Estimated Budget	ESF Ref.
OHS						
Falls / Physical Injury	Provide PPE; install guardrails; safety nets; routine safety training	Contractor	PPE compliance rate; accident records	Daily & Weekly Audit		ESS2 ESS4
Working Near Water	Life jackets; rescue equipment; trained personnel; restrict work high flow	Contractor	Safety inspection reports; incident logs	Weekly		ESS2 ESS 4
Machinery Accidents	Certified operators; enforce safety procedures; routine machinery inspection	Contractor	Operator certificates; inspection logs	Weekly		ESS 2 Ess4
Heat Stress & Fatigue	Provide shade; drinking water; rest breaks; health monitoring	Contractor	Worker health records; supervisor reports	Daily		ESS 2 ESS4
Open Excavations / Hazards	Fence sites; warning signage; restrict public access	Contractor	Fencing installed; absence of accidents	Weekly		ESS 2 ESS4
Traffic & Pedestrian Risks	Implement Traffic Management Plan; deploy flag persons; mark temporary routes	Contractor	Traffic incidents recorded; signage visibility	Daily		ESS2 ESS 4
GBV & SEA Risks	Workers’ Code of Conduct; awareness training; confidential reporting mechanism	Contractor & Supervising Engineer	Training attendance records; grievance logs	Quarterly		ESS 2
Access Disruption	Provide temporary crossings; prior notification; maintain emergency routes	Contractor	Community feedback; access maintained	Weekly		ESS 4

Impact	Mitigation Measures	Responsibility	Monitoring Indicator	Frequency	Estimated Budget	ESF Ref.
Child & Vulnerable Group Safety	Awareness campaigns; protective fencing; supervision near water bodies	Contractor	Awareness sessions conducted; incident records	Monthly		ESS 2 ESS 4
Social conflicts /Compliant from community and stakeholders	<ul style="list-style-type: none"> Community and stakeholders consultation Functional GRM; timely response Training on GRM 	<ul style="list-style-type: none"> Local Administration PMU Grievance Redress Committees, contractor /consultant 	GRM reports	Monthly		ESS 10
Flood Risk	Hydraulic monitoring; maintain embankments & drainage	Basin Authority	Flood incident records; maintenance logs	Seasonal		ESS 6
Structural Damage	Preventive maintenance; repair erosion/scour damage	Basin Authority	Annual structural inspection report	Annual		ESS 3
Increased Human Activity	Monitor settlement expansion; enforce buffer zones; awareness campaigns	Basin Authority	Land use assessment reports	Biannual		ESS 4
Construction Waste	Reuse/recycle materials; remove debris to approved sites	Contractor	Waste disposal records	During dismantling		ESS 3
Dust & Noise	Controlled dismantling; dust suppression; daytime scheduling	Contractor	Visual inspection; complaint records	Daily		ESS 3
Land Disturbance	Re-contour land; restore topsoil; revegetation; monitor invasive species	Contractor	Restored land area; vegetation survival rate	Monthly (post restoration)		ESS 6
Total						

10.2. Environmental and Social Monitoring & Reporting

Parameter	Monitoring Indicator	Method	Location	Frequency	Responsible	Reporting	Budget Estimation
Environmental Monitoring							
Sensitive habitat identification	Wetland, bird, and aquatic habitat maps completed	Visual Inspection		Once before construction	PMU / Environmental Consultant	Included in Monthly Report	ES
Air Quality (Dust)	No persistent visible dust beyond site boundary; PM10 ≤ 50 µg/m ³ where monitored complaints recorded	Daily visual inspection; complaint log review, Portable meter	Access roads; nearby settlements	Daily	Contractor	Included in Monthly Report	ES
Surface Water Quality/Turbidity	Turbidity differences upstream/downstream; oil sheen ≤10% increase downstream from upstream baseline	Visual inspection; Turbidity meter; post-rainfall checks	Upstream & downstream of crossings	Weekly & after heavy rain	Contractor; verified by Supervising Engineer	Monthly Report	
Compliance with buffer zones	No construction activity within designated no-go areas	Visual inspection		Daily site inspection	Supervising Engineer	Site book	
Soil Erosion & Sediment Control	Condition of silt fences; absence of gullies	Site inspection; photo documentation	Slopes; riverbanks	Weekly	Contractor	Monthly Report	
Waste Management	Segregation compliance; disposal receipts; 100% segregated and disposed at approved	Waste log review; site inspection	Construction camp; work areas	Weekly	Supervising Engineer	Compliance Report	

	sites						
Habitat/Vegetation Restoration	Area of vegetation cleared compared to approved limits $\geq 80\%$ of Survival rate of planted species; stabilized banks	Field survey; vegetation count	Restored riverbanks	Monthly	Contractor	Monthly Report	
Wetland disturbance	Zero encroachment into designated no-go zones	GPS/site inspection		Daily	Supervising Engineer	Compliance report	
Hydraulic Performance (During Works)	Flow continuity; no upstream ponding	Visual inspection; culvert alignment check	Active crossing sites	Weekly during in-stream works	Supervising Engineer	Technical Inspection Log	
Noise Levels	Complaint records; adherence to working hours	Noise log review; site observation	Nearby settlements	Weekly	Contractor	Monthly Report	
Occupational Health & Safety Monitoring							
PPE Compliance	% of workers wearing PPE	Daily inspection	Construction sites	Daily	Contractor Safety Officer	Weekly OHS Report	
Working Near Water	Life jackets used; rescue equipment present	Site inspection	Construction sites	Weekly	Contractor; verified by Supervising Engineer	Monthly ES Report	
Machinery Safety	Certified operators; inspection records	Certification review; machinery log check	Construction sites	Weekly	Contractor	OHS Audit Report	
Accident & Incident Rate	Number of incidents; corrective actions	Incident log review	Construction sites	Monthly	Contractor	Incident Report	
Heat Stress Monitoring	Water provision; shaded rest areas	Site observation	Construction sites	Daily	Contractor	Safety Log	
Social Monitoring							
Worker Safety Compliance	To ensure adherence to Occupational Health and	Site safety audits; PPE inspection;	All construction sites and camps	Weekly	Contractor (Safety Officer); oversight	Weekly safety report	

	Safety standards and PPE use	toolbox meeting records review			by Supervising Engineer		
Community Complaints & Grievance Redress	To ensure timely resolution of grievances related to dust, access, noise, or land use	Review of GRM logbook; stakeholder consultation; resolution tracking	Project influence area (Upper Awash & Rift Valley communities)	Monthly	Contractor; monitored by Supervising Engineer	Monthly GRM summary report	
Local Employment Ratio	To promote local economic benefit and reduce community dissatisfaction	Employment record verification; payroll review	Construction camps and HR records	Monthly	Contractor	Monthly labor compliance report	
GBV Awareness & Incident Monitoring	To prevent Gender-Based Violence risks associated with labor influx	Training attendance verification; confidential incident reporting review	Camps and surrounding communities	Quarterly	Contractor; oversight by Supervising Engineer	Quarterly social safeguard report	
Access Disruption Monitoring	To minimize interruption of community mobility, livestock routes, and farm access	Community feedback; field observation; signage inspection	Temporary diversions and crossing points	Weekly during active construction	Contractor	Weekly site monitoring report	
Child and Vulnerable Group Safety	To protect children and vulnerable persons near work zones and riverbanks	Inspection of fencing, warning signage, and restricted zones	Work fronts near settlements and schools	Weekly	Contractor	Monthly safety compliance report	
Operation Phase Monitoring							
Culvert Blockage	Sediment accumulation level	Visual inspection	Project sites	Quarterly	Basin Authority	Maintenance Log	
Flood Risk	Evidence of upstream flooding	Post-rain inspection	Project sites	Seasonal	Basin Authority	Seasonal Report	
Structural Integrity	Scour at foundations; cracks	Engineering inspection	Project sites	Annual	Basin Authority	Annual Technical Report	
Riverbank Stability	Bank erosion status	Field assessment	Project sites	Biannual	Basin Authority	Inspection	

						Report	
Land Use Encroachment	Settlement expansion in buffer zone	Field survey	Project sites	Biannual	Basin Authority	Monitoring Report	
Decommissioning Phase Monitoring							
Waste Removal	All debris removed	Site inspection	Project sites	During dismantling	Contractor	Completion Report	
Dust & Noise	Minimal nuisance	Visual inspection	Project sites	Daily	Contractor	Site Log	
Land Restoration	Topsoil restored; vegetation survival	Field survey	Project sites	Monthly (3–6 months)	Contractor	Restoration Report	
Total							

11. ESMP Implementation Budget

The budget is indicative and should be refined during detailed engineering design and contractor procurement. Most mitigation costs are expected to be integrated into the Contractor's Bill of Quantities (BoQ). Monitoring costs include field transport, supervision allowances, documentation, reporting, and inspection materials.

The contractor shall be responsible for estimating the costs required to implement the proposed mitigation measures associated with construction activities. These costs, including the implementation of the ESMP, environmental and social monitoring, and capacity-building activities, shall be fully integrated into the bid price. All related provisions will form part of the contract and shall be implemented accordingly.

12. Institutional Arrangements

- **Project Management Unit (PMU):** Overall ESMP oversight
- **Contractor:** Day-to-day ESMP implementation
- **Supervision Consultant:** Environmental and Social Compliance monitoring
- **Regional Environmental Authority:** Regulatory oversight

13. Grievance Redress Mechanism (GRM)

In addition to Woreda and Kebele level Grievance Redressing Committee. A project-level Grievance Redress Mechanism (GRM) shall be established to receive and address concerns related to environmental, social, labor, and SEA/SH issues. The GRM will:

- Be accessible to all community members
- Record and track grievance resolution and report
- Maintain confidentiality for SEA/SH cases
- Ensure timely response and feedback

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

PAYMENT FOR ES REQUIREMENTS

The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

Bills of Quantities

- **Lot I:** Construction of Crossing Structures (Bridges), and Pipe Culvert in Meskan and Siliti Woredas (Assas and Goflala)

Summary (BOQ)

No	LOT Number	Total Amount (Birr)	Remark
1	LOT-I (Assas and Goflala)		
TOTAL (Birr)			
VAT 15%			
TOTAL WITH VAT (Birr)			

Design of General Item for Bridges, Construction

Location Rift Valley Assas and Goflala (Meskan and Siliti Woredas)

No	Description	Unit	No	Unit rate (Birr)	Total Amount (Birr)
I. General Items					
1	Mobilization of Manpower, materials, and equipment to the construction site	Ls	1.00		
2	Demobilization of Manpower, materials and equipment from the construction site.	Ls	1.00		
3	Fabricate and erect a metallic project sign board for project identification, including printing of the title and necessary project descriptions as per the engineer's order	No.	1.00		
4	Providing survey control points and setting out of work for construction.	Ls	1.00		
6	Capacity building Training for community representatives responsible for maintaining structures. (3 days for 10 community Representatives for each structure)	Ls	1.00		
7	Implementation of Environmental and Social Management Plan (ESMP), including provision of PPE, dust suppression (water spraying), traffic management, and community safety measures.	Ls	1.00		
8	Supply Tool set and Welding Machine with all Accessories and 7.5KVA Generators require to maintain steel structures necessary project descriptions as per the engineer order	Woreda	4.00		
<i>Sub Total A</i>					

Design of Bridges, Construction
Location Rift Valley Assas 1 Meskan Woreda

BRIDGE QUANTITIES ESTIMATION

No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	Bill No.8: STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	1344.21		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	604.19		
81.05	backfill to the excavation				
(a)	material from excavation	M ³	982.92		
(b)	Compacted Selected granular fill (imported)	M ³	201.69		
(c)	Hand-laid rock fill (imported)	M ³	176.52		
82.01	Formwork				
(a)	Formwork to provide class F1 finishes	M ²	0.00		
(b)	Formwork to provide class F2 finishes	M ²	-		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.54		
(b)	High yield stress steel bar (grade -420)	Ton	13.71		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walkways and as indicated on drawings	M ³	115.46		
(b)	Class C-15 as indicated on drawings	M ³	31.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint, including a 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
(c)	Cyclopyan mass concrete	M3	0.00		
Sub-Total A					

SERIES 9000: Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	1,467.28		
91.01 (C)	Backfill Using excavated material	m ³	702.88		
91.03 (a)	Galvanized gabion boxes, 80 x 100 mesh size	m ³	304.00		
91.04 (a)	Geotextile filter fabric behind the gabion wall	m ²	376.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction

Location Rift Valley Assas 2 Meskan Woreda

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	1344.21		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	604.19		
81.05	back fill to excavation				
(a)	material from excavation	M ³	982.92		
(b)	Compacted Selected granular fill (imported)	M ³	201.69		
(c)	Hand-laid rock fill (imported)	M ³	176.52		
82.01	Formwork				
(a)	Formwork to provide class F1 finishes	M ²	0.00		
(b)	Formwork to provide class F2 finishes	M ²	-		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.54		
(b)	High yield stress steel bar (grade -420)	Ton	13.71		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walkways and as indicated on drawings	M ³	115.46		

(b)	Class C-15 as indicated on drawings	M ³	31.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
(c)	Cyclopyan mass concrete	M3	0.00		
Sub-Total A					
SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	1,467.28		
91.01 (C)	Back Fill Using excavated material	m ³	702.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	304.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	376.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction
Location Rift Valley Goflala 1 Silti Woreda

No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	Bill No.8: STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	1344.21		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	604.19		
81.05	backfill to the excavation				
(a)	material from excavation	M ³	982.92		
(b)	Compacted Selected granular fill (imported)	M ³	201.69		
(c)	Hand-laid rock fill (imported)	M ³	176.52		
82.01	Formwork				
(a)	Formwork to provide class F1 finishes	M ²	0.00		
(b)	Formwork to provide class F2 finishes	M ²	-		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.54		
(b)	High yield stress steel bar (grade -420)	Ton	13.71		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walkways and as indicated on drawings	M ³	115.46		
(b)	Class C-15 as indicated on drawings	M ³	31.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint, including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
(c)	Cyclopyan mass concrete	M3	0.00		-
	Sub-Total A				-
	SERIES 9000 : Gabion				

Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanized gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
	Sub-Total B				
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction

Location Rift Valley Goflala 2 Silti Woreda

No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	1344.21		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	604.19		
81.05	back fill to the excavation				
(a)	material from excavation	M ³	982.92		
(b)	Compacted Selected granular fill (imported)	M ³	201.69		
(c)	Hand Laid rock fill (imported)	M ³	176.52		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	131.25		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				

(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	1,467.28		
91.01 (C)	Back Fill Using excavated material	m ³	702.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	304.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	376.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Pipe culvert 1,2,3,& 4, Construction
Location Rift Valley Assas Pipe culvert 1234 Meskan Woreda
SERIES 3000 : DRAINAGE

Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
32.01 a(IV)	Excavating soft material	m ³	925.63		
32.01 b	Excavating in hard material	m ³	768.13		
32.01 (C)	Channel Excavation	m ³	150.63		
32.02 (a)	Back Fill Using excavated material	m ³	134.41		
32.02 (b)	Using Imported Material	m ³	278.13		
32.02 (c)	Selected Granular Backfill	m ³	51.02		
32.03 (i)b	Φ36" On Class 'B' Bedding	m	-		
32.03 (i)c	Φ42" On Class 'B' Bedding	m	-		
32.03 (i)d	Φ48" On Class 'B' Bedding	m	62.00		
34.01 (b)	Grouted Pitching	m ²	46.40		
34.03 (b)	Cement Mortared Stone Walls	m ³	88.38		
<i>Total</i>					

Design of Pipe culvert 5,6&7 Construction
Location Rift Valley Assas Pipe culvert 56&7
SERIES 3000 : DRAINAGE

No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
32.01 a(IV)	Excavating soft material	m ³	925.63		
32.01 b	Excavating in hard material	m ³	768.13		
32.01 (C)	Channel Excavation	m ³	150.63		
32.02(a)	Back Fill Using excavated material	m ³	134.41		
32.02(b)	Using Imported Material	m ³	278.13		
32.02 (c)	Selected Granular Backfill	m ³	51.02		
32.03(i)b	Φ36" On Class 'B' Bedding	m	-		
32.03(i)c	Φ42" On Class 'B' Bedding	m	-		
32.03(i)d	Φ48" On Class 'B' Bedding	m	62.00		
34.01(b)	Grouted Pitching	m ²	46.40		
34.03(b)	Cement Mortared Stone Walls	m ³	88.38		
				<i>Total</i>	

- **Lot II:** Construction of Crossing Structures (Bridges), and Pipe Culvert in Shashego Woreda (Around Boy Lake).

Summary (BOQ)

No	LOT Number	Total Amount (Birr)	Remark
1	LOT-II (Shashego Boyo)		
TOTAL (Birr)			
VAT 15%			
TOTAL WITH VAT (Birr)			

Design of Bridges, Construction Location Rift Valley Shashego Boyo

No	Description	Unit	No	Unit rate (Birr)	Total Amount (Birr)
I. General Items					
1	Mobilization of Manpower, materials and equipment to the construction site	Ls	1.00		
2	Demobilization of Manpower, materials and equipment from the construction site.	Ls	1.00		
3	Fabricate and erect metallic project sign board for project identification including printing of the title and necessary project descriptions as per the engineer order	No.	1.00		
4	Providing survey control points and setting out of work for construction.	Ls	1.00		
6	Capacity building Training for community representatives responsible to maintain structures. (3 days for 10 community Representatives for Each structure)	Ls	1.00		
7	Implementation of Environmental and Social Management Plan (ESMP), including provision of PPE, dust suppression (water spraying), traffic management, and community safety measures.	Ls	1.00		
8	Supply Tool set and Welding Machine with all Accessories and 7.5KVA Generators require to maintain steel structures necessary project descriptions as per the engineer order	Woreda	4.00		
<i>Sub Total A</i>					

Design of Bridges, Construction**Location Rift Valley Shashego Woreda Boyo Mechentose 1**

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts,walk ways and as indicated on drawings	M ³	131.25		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonnry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					-

Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Backfill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind the gabion wall	m ²	276.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction

Location Rift Valley Shashego Woreda Boyo Mechentose 2

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	131.25		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				

(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonnry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					-
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanized gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextiles filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
				<i>Total (Subtotal A + Subtotal B)</i>	

Design of Bridges, Construction**Location Rift Valley Shashego Woreda Boyo Mechentose 3**

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	131.25		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
					-

SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
				<i>Total (Subtotal A + Subtotal B)</i>	
				<i>15% VAT</i>	
				<i>Grand Total</i>	

Design of Bridges, Construction

Location Rift Valley Shashego Woreda Boyo Mechentose 4

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	131.25		

(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					-
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					
<i>15% VAT</i>					
<i>Grand Total</i>					

Design of Bridges, Construction
Location Rift Valley Shashego Woreda Boyo Old Guder 1

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	14.47		
(b)	High yield stress steel bar (grade -420)	Ton	13.31		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	131.25		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
-					

SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
				<i>Total (Subtotal A + Subtotal B)</i>	
				<i>15% VAT</i>	
				<i>Grand Total</i>	

Design of Bridges, Construction

Location Rift Valley Shashego Woreda Boyo Old Guder 2

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	532.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.84		
(b)	High yield stress steel bar (grade -420)	Ton	13.07		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	120.86		

(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				-
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					-
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
				<i>Total (Subtotal A + Subtotal B)</i>	
				<i>15% VAT</i>	
				<i>Grand Total</i>	

Design of Bridges, Construction

Location Rift Valley Shashego Woreda Boyo Welenchi 1

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	344.21		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	432.62		

81.05	back fill to excavation				
(a)	material from excavation	M ³	182.92		
(b)	Compacted Selected granular fill (imported)	M ³	61.69		
(c)	Hand Laid rock fill (imported)	M ³	76.52		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	12.54		
(b)	High yield stress steel bar (grade -420)	Ton	12.71		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	107.46		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					-
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction
Location Rift Valley Shashego Woreda Boyo Welenchi 2

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	432.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.84		
(b)	High yield stress steel bar (grade -420)	Ton	13.07		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	120.86		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
					-

SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction

Location Rift Valley Shashego Woreda Boyo Kefo

BRIDGE QUANTITIES ESTIMATION					
No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	401.85		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	432.62		
81.05	back fill to excavation				
(a)	material from excavation	M ³	281.93		
(b)	Compacted Selected granular fill (imported)	M ³	34.91		
(c)	Hand Laid rock fill (imported)	M ³	6.21		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	13.84		
(b)	High yield stress steel bar (grade -420)	Ton	13.07		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	120.86		
(b)	Class C-15 as indicated on drawings	M ³	21.14		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		

87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		
Sub-Total A					
SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
				<i>Total (Subtotal A + Subtotal B)</i>	

Design of DRAINAGE Inlet, Construction

Location Rift Valley Shashego Woreda Boyo Meranche Inlet

SERIES 8000: DRAINAGE					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
81.02a(IV)	Excavating soft material	m ³	311.51		
81.02b	Excavating in hard material	m ³	133.51		
81.03 (b)	Channel Excavation	m ³	-		
81.05(a)	Back Fill Using excavated material	m ³	121.21		
81.05(b)	Using Imported Material	m ³	216.34		
81.08(a)	Rock fill	m ³			

			-		
82.01	Form work (F1 finish)	m	173.80		
83.01(a)	Steel Reinforcement	KG			
	G-300	Ton	6.25		
	G-420	Ton	4.17		
84.01	Class C-30	m ³	121.31		
	Class C-15	m ³	14.84		
87.19 (b)	Weep holes (100 mm internal dia PVC)	No	30.00		
34.01(a))ii	Grouted Pitching	m ²	121.59		-
	Cut Off Wall	m ²	5.82		-
89.01(b)	Cement Mortared Stone Walls	m ³	223.97		-
87.13	expansion joint				-
(a)	expansion joint including 20mm compressible joint filler board	Lm	103.20		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	20.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	82.00		
89.01	Stone Masonry				
(b)	cement Mortared stone masonnry wall (class "A")	M3	826.01		
Sub-Total A					
				<i>Total (Subtotal A + Subtotal B)</i>	

Design of Drainage Outlet, Construction
Location Rift Valley Shashego Woreda Boyo Meranche Outlet

SERIES 8000 : DRAINAGE					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
81.02a (IV)	Excavating soft material	m ³	532.95		
81.02 b	Excavating in hard material	m ³	228.41		
81.03 (b)	Channel Excavation	m ³	-		
81.05(a)	Back Fill Using excavated material	m ³	131.01		
81.05(b)	Using Imported Material	m ³	295.82		
81.08(a)	Rock fill	m ³	93.52		
82.01	Form work (F1 finish)	m	248.50		
83.01(a)	Steel Reinforcement	KG			
	G-300	Ton	11.40		
	G-420	Ton	7.60		
84.01	Class C-30	m ³	163.41		
	Class C-15	m ³	26.14		
87.19 (b)	Weep holes (100 mm internal dia PVC)	No	45.00		
34.01(a)ii	Grouted Pitching	m ²	212.44		
	Cut Off Wall	m ²	10.05		
89.01(b)	Cement Mortared Stone Walls	m ³	648.08		
Sub-Total A					
<i>Total (Subtotal A + Subtotal B)</i>					

Design of Bridges, Construction**Location Rift Valley Shashego Woreda Boyo Machebe**

No.	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
8000	bill No.8 STRUCTURES				
81.02	Excavation of Materials				
(a)	excavation for soft material irrespective of depth	M ³	471.43		
(b)	excavation of hard (Rock) material irrespective of depth	M ³	388.57		
81.05	back fill to excavation				
(a)	material from excavation	M ³	202.28		
(b)	Compacted Selected granular fill (imported)	M ³	156.56		
(c)	Hand Laid rock fill (imported)	M ³	33.55		
82.01					
a	F2 finish	M ²	212.81		
83.01	STEEL REINFORCEMENT				
(a)	Mild steel bars (Grade -300)	Ton	11.09		
(b)	High yield stress steel bar (grade -420)	Ton	5.19		
84.01	cast-in-situ concrete				
(a)	Class C-30 in all Superstructure parts, walk ways and as indicated on drawings	M ³	121.35		
(b)	Class C-15 as indicated on drawings	M ³	28.17		
87.03	Bearing				
(a)	Elastomeric Bearing	Pcs	4.00		
87.13	expansion joint				
(a)	expansion joint including 20mm compressible joint filler board	Lm	17.84		
87.19	Drainage pipes				
(a)	Deck Drains (100 mm internal dia PVC)	NO	6.00		
(b)	Weep holes (100 mm internal dia PVC)	NO	70.00		
87.23	Crushed Stone in drainage Strips including Synthetic fiber filter fabric	M ³	1.38		
89.01	Stone Masonry				
(b)	cement Mortared stone masonry wall (class "A")	M3	826.01		

Sub-Total A					
SERIES 9000 : Gabion					
Item	Description	Unit	Quantity	Unit rate (Birr)	Total Amount (Birr)
91.01 (b)	Excavating soft material	m ³	267.28		
91.01 (C)	Back Fill Using excavated material	m ³	82.88		
91.03 (a)	Galvanised gabion boxes, 80 x 100 mesh size	m ³	204.00		
91.04 (a)	Geotextile filter fabric behind gabion wall	m ²	276.00		
Sub-Total B					
<i>Total (Subtotal A + Subtotal B)</i>					
<i>15% VAT</i>					
<i>Grand Total</i>					

Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

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) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (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**.
 - (ab) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (ac) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
 - (ad) 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.
 - (ae) 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.
 - (af) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
 - (ag) A Variation is an instruction given by the Project Manager which varies the Works.
 - (ah) 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,¹ 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** 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.
- 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.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 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.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in 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 The 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** 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

- and Audits** 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 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, 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 procurement process, selection and/or contract execution, 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 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]
- 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. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in 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. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 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. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 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 Price²** 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 Price³** 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 Programs⁴ 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.⁵

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

39. Cash Flow Forecasts

39.1 When the Program,⁶ 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

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

⁶ In lump sum contracts, add "or Activity Schedule" after "Program."

- Certificates** 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.⁷
- 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 coefficients⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} 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.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, 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

⁸ 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_c , 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.

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 54.1 The Employer shall take over the Site and the Works within seven days of the

- Over** 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 Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 Notwithstanding the above, the Employer may terminate the Contract for

convenience.

57.4 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.

57.5 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.

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 to 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

Fraud and Corruption *(Text in this Appendix shall not be modified)*

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental and Social, (SH)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

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

- ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil

- salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX C

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

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

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

Contract reference *[insert contract reference]*

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

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

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

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Section IX - Particular Conditions of Contract

A. General										
GCC 1.1 (d)	The financing institution is: IDA Grant									
GCC 1.1(h)	The contractor's name: to be filled Address: city ----- Country----- Telephone No. -----Email-----									
GCC 1.1 (r)	The Employer's name: Ministry of Water and Energy Attention; Mr. Motuma Mekasa, Water Resource Management Sector, State Minister City: Addis Ababa Country: Ethiopia Phone No. 251- 116898006 Email: sifanmoti@gmail.com									
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 210 days									
GCC 1.1 (y)	The Project Manager is: to be assigned during contract signing									
GCC 1.1 (aa)	The Sites are located at: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Lots</th> <th style="width: 55%;">Description of Works</th> <th style="width: 30%;">Location of the Project</th> </tr> </thead> <tbody> <tr> <td>Lot I</td> <td>Construction of Crossing Structures (Bridges), and Pipe Culvert in Meskan and Siliti Woredas (Assas and Goflala).</td> <td> <ul style="list-style-type: none"> • Mesken & SilteWoredas of Central Ethiopia Region; the project site, an average distance of 208 KM from Addis Ababa </td> </tr> <tr> <td>Lot II</td> <td>Construction of Crossing Structures (Bridges), and Pipe Culvert in Shashego Woreda (Around Boy Lake).</td> <td> <ul style="list-style-type: none"> • Shashego Woreda, Central Ethiopia Region; the project site has an average distance of 251KM from Addis Ababa </td> </tr> </tbody> </table>	Lots	Description of Works	Location of the Project	Lot I	Construction of Crossing Structures (Bridges), and Pipe Culvert in Meskan and Siliti Woredas (Assas and Goflala).	<ul style="list-style-type: none"> • Mesken & SilteWoredas of Central Ethiopia Region; the project site, an average distance of 208 KM from Addis Ababa 	Lot II	Construction of Crossing Structures (Bridges), and Pipe Culvert in Shashego Woreda (Around Boy Lake).	<ul style="list-style-type: none"> • Shashego Woreda, Central Ethiopia Region; the project site has an average distance of 251KM from Addis Ababa
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GCC 1.1 (dd)	The Start Date shall be: 15 days after the signing of the contract									
GCC 1.1 (hh)	The Works consists of Structural Works Construction on Flood Protection to Improve Community Mobility and Water Access in Various Lots in the Rift Valley.									
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ES” means environmental, social (including sexual exploitation and abuse (SEA) and sexual harassment (SH)),.									
GCC 2.2	Sectional Completions are Applicable: For fully functional component (s) completed as per the design requirements. But retention & completion certificate shall be released upon substantial completion of the whole works									
GCC 3.1	The language of the contract is <i>English</i> . The language shall be that of the Bid. The law that applies to the Contract is the Law of the Federal Democratic Republic of Ethiopia.									

GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities by getting prior written consent from the employer
GCC 8.1	Schedule of other contractors: Not applicable
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>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. insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.</p>
GCC 9.2	<p>Code of Conduct (SH) The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behavior which breaches the Code of Conduct (SH) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For loss or damage to the Works, Plant and Materials: 110% of cost of work, plant & materials.</p> <p>(b) For loss or damage to Equipment Material: 110% of cost of equipment</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Materials 100% of that contract amount</p> <p>(d) For personal injury or death:</p> <p>(i) of the Contractor’s employees: as per the applicable law of Ethiopia</p> <p>(ii) of other people: as per the applicable law of Ethiopia.</p>
GCC 14.1	<p>Site Data are: Site Data are: the following data pertinent to the site can be collected from the client:</p> <p>(a) the coordinates and survey profile of river basin</p> <p>(b) the site and villages maps</p> <p>and any useful information to help the bid accuracy</p>
GCC 16.1 (add new 16.2)	<p>ES Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“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, and social, risks and impacts. At a</p>

	<p>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.</p> <p>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 ES risks and impacts of ongoing works.</p> <p>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).</p> <p>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.”</p>
GCC 20.1	The Site Possession Date(s) shall be: 5 days after signing of the contract for a portion of the site needed to commence the works and from time to time thereafter based on the approved work program.
GCC 23.1 & GCC 23.2	Appointing Authority for 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.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A
GCC 24.4	Institution whose arbitration procedures shall be used: Addis Ababa Chamber of commerce . The place of arbitration shall be: Addis Ababa
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 10 days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 21 days.</p> <p>The amount to be withheld for late submission of an updated Program is, ETB 100,000.00 from the next payment certificate and continues withhold until the next payment in which the overdue program has been submitted.</p> <p>The period for submission of progress reports is 30 days</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days after provisional acceptance.

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 ES risks and impacts of the Variation.”
GCC 38.7	In the first paragraph insert new sub-paragraph (d): “(d) a description of the proposed work to be performed, a programme for its execution & sufficient ES information to enable an evaluation of ES risks & impacts;”
GCC 40	Add new GCC 40.7: 40.7 if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the 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 ES 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
GCC 44.1	The currency of the Employer’s Country is ETB
GCC 45.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45,
GCC 46.1	The proportion of payments retained is: 5 percent only from Work payment & shall be reduced to 2.5% at the time of provisional acceptance the contractor may substitute retention money with ‘on demand’ unconditional Bank Guarantee.
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% (percent) of the contract price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is. NA
GCC 49.1	The Advance Payments shall be: 10% of the contract Price and shall be paid to the Contractor no later than 28 days after contract signature upon submission of unconditional advance payment guarantee. <ul style="list-style-type: none"> • The amount of the advance payment shall be progressively reduced by the amounts repaid by the Contractor of Work payment & shall be setoff prior to 80% of Interim

	<p>Payment.</p> <ul style="list-style-type: none"> • Interim Payments for the works will be made based on monthly measurements and certifications by the Project Manager. • The minimum expected value of interim payment value shall be greater than equal to 5 % (five percent) of the Contract Amount.
GCC 50.1	An Environmental and social (ES) Performance Security shall not be provided to the Employer.
GCC 50.1	<p>The Performance Security amount is:</p> <p>(a) Performance Security – unconditional Bank Guarantee: in the amount(s) 10 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 30 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>The Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i></p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is within 30 days after final completion.</p> <p>The date by which “as built” drawings are required is within 30 days before provisional acceptance.</p>
GCC 56.2	The amount to be withheld by project manager due to failure of contractor to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is ETB: 200,000.00
GCC 57.2 (g)	The maximum number of days is: 54 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 20%.

Section X - Contract Forms

Table of Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name: *[insert name of successful Bidder]*

Address: *[insert address of the successful Bidder]*

Contract price: *[insert contract price of the successful Bid]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall

promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country]</i>			

<i>of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

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

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

Letter of Acceptance

[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 (i) 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]* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, 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 48.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday 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 appendix;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;¹ 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.

¹ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

Signed by: _____
for and on behalf the Contractor

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

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, 2...², 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)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Performance Security - Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Contractor”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Employer*] as Obligee (hereinafter called “the Employer”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20 _____, for [*name of contract and brief description of Works*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental, 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, 2...², 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)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[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.

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.*

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]*.

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)]

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

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."*