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# **German Financial Cooperation with Bangladesh**

**Modernization of Power Distribution – Smart Grids Phase I project**

## **Prequalification Document**

**for**

**Procurement of Design, Supply, Installation, Testing & Commissioning of Twelve (12) 33kV AIS Bays and One (1) Switching Station with Substation Automation System on turnkey basis (GD-4)**

**Employer:**

**West Zone Power Distribution Company Limited (“WZPDCL”)  
Bidyut Bhaban, 35, Boyra Main Road,  
Khulna-9000, Bangladesh**

**December 2024**

**ICB no. 33kV Bay Extension/Construction – 512180  
Tender Package No: GD-4**

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# **PART 1 – Prequalification Procedures**

# Section I. Instructions to Applicants

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## Section I. Instructions to Applicants

### A. General

- 1. Scope of Application**

1.1 In connection with the Invitation for Prequalification indicated in Section II, Prequalification Data Sheet (PDS), the Employer<sup>1</sup>, as defined in the **PDS**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VII, Scope of Works. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the **PDS**. The International Competitive Bidding (“ICB”) number corresponding to this prequalification is also provided in the **PDS**.
- 2. Source of Funds**

2.1 The Employer as indicated in the **PDS** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **PDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
- 3. Corrupt and Fraudulent Practices**

3.1 KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the submission of the Application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.
- 4. Eligible Applicants**

4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section V - or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, bidding (in the event the Applicant submits a bid) and during contract execution (in the event the Applicant is awarded the Contract). Unless specified in the **PDS**, there is no limit on the number of members in a JV.

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<sup>1</sup> Instead of Employer, the term Project Executing Agency or Contracting Authority might be used interchangeably.

- 4.2 A firm may apply for prequalification both individually, and as part of a JV, or as a subcontractor. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture. However, a firm may participate as a subcontractor in more than one bid, but only in that capacity. Bids submitted in violation of this procedure will be rejected.
- 4.3 KfW's eligibility criteria for prequalification are described in Section V – Eligibility Criteria.
- 4.4 Applicants shall not have a conflict of interest. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest for the purpose of this prequalification process, if the Applicant:
- (a) Directly or indirectly controls, is controlled by or is under common control with another Applicant; or
  - (b) Receives or has received any direct or indirect subsidy from another Applicant; or
  - (c) Has the same legal representative as another Applicant; or
  - (d) Has a relationship with another Applicant, directly or through common third parties, that puts it in a position to influence the application of another Applicant, or influence the decisions of the Employer regarding this prequalification process; or
  - (e) 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 prequalification; or
  - (f) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
  - (g) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the prequalification documents or specifications of the contract, and/or the prequalification evaluation process; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to KfW throughout the procurement process and execution of the contract.

- 4.5 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.
- 4.6 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by KfW may have their origin in any country subject to the restrictions specified in Section V - Eligibility criteria, and all expenditures under the Contract will not contravene such restrictions.

## **B. Contents of the Prequalification Documents**

- 6. Sections of Prequalification Documents**
- 6.1 These Prequalification Documents consist of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

### **PART 1 Prequalification Procedures**

- (a) Section I. Instructions to Applicants (ITA);
- (b) Section II. Prequalification Data Sheet (PDS);
- (c) Section III. Qualification and Evaluation;
- (d) Section IV. Application Forms;
- (e) Section V. Eligibility Criteria;
- (f) Section VI. KfW Policy – Corrupt and Fraudulent practices – Social and Environmental Responsibility;

### **PART 2 - Works Requirements**

- (g) Section VII. Scope of Works.
- 6.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.

- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.
- 7. Clarification of Prequalification Documents**
- 7.1 A prospective Applicant requiring any clarification of the Prequalification Documents shall contact the Employer in writing at the Employer's address indicated in the **PDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated in the **PDS**, the Employer shall also promptly publish its response at the web page identified in the **PDS**. Should the Employer deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 8. Amendment of Prequalification Documents**
- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Documents by issuing an Addendum.
- 8.2 Any Addendum issued shall be part of the Prequalification Documents and shall be communicated in writing to all prospective Applicants who have obtained the Prequalification Documents from the Employer. The Employer shall promptly publish the Addendum at the Employer's web page identified in the **PDS**.
- 8.3 To give prospective Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

## C. Preparation of Applications

- 9. Cost of Applications**
- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 10. Language of Application**
- 10.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified in the **PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages



in the language specified in the **PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.

## **11. Documents Comprising the Application**

11.1 The Application shall comprise the following:

- (a) The Application Submission Sheet, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is an association, the Application Submission Sheet shall also describe the form of association and list the association members;
- (b) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with ITA 4.1 to submit the Application on behalf of the Applicant. If the Applicant is a JV, the Power of Attorney shall be provided by the Lead Member nominated in the JV Agreement or in the Declarations of Association, submitted in accordance with ITA 4.1. If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Member, if so nominated in accordance with ITA 4.1, a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the Presentation shall describe the Applicant's type of entity, ownership structure and organization chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the Presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV. Where the Applicant's qualifications to carry out the assignment have been acquired as a result of a merger or acquisition, the presentation must include a detailed business history of the Applicant.
- (d) Statements and Declarations: False information provided in the following Statements and Declarations by the Applicant or in the case of an JV by any of the JV members shall lead to the exclusion of the Applicant from the tender process:
  - (I) If the Applicant is an existing JV, the Applicant shall submit a proof of the existing Association Agreement, indicating the Lead Member. If the Applicant is a JV, which the members intend to form for the purpose of executing the contract, each member of the association shall submit a Declaration of Association, indicating the Lead Member, in the format provided in Annex Section IV, Application Forms.
  - (II) Declaration of Undertaking in the format provided in Section IV, Application Forms. If the Applicant is a JV, only one Declaration of Undertaking must be submitted, i.e. the representative of the JV can sign on behalf of the JV subject to a power of attorney.

- (III) Financial Capacity Statement in the format provided in Section IV, Application Forms and supported by the Applicant's Balance Sheets and Profit and Loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All Balance Sheets and Profit and Loss Statements shall be certified by a reputable auditor.
  - (IV) List of project references in the format provided in Section IV, Application Forms. Unless otherwise stated in the **PDS** the references shall be limited to a maximum of 10 projects carried out during the 5 years preceding the publication of this prequalification document. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
  - (V) List of Available Expertise and Human Resource Capacity in the format provided in Section IV, Application Forms.
- (e) All Application forms and required attachments, provided in Section IV, Application Forms. If the Applicant is a single entity, in accordance with ITA 4.1, it should not include form ELI 1.2 in its Application.
  - (f) Any other documents required in the **PDS**.
- 11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.
- 12. Application Submission Form**
- 12.1 The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant**
- 13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete and sign the Declaration of Undertaking as provided in Section IV, Application Forms without any alteration to its format and furnish supporting documentation as specified in Forms ELI 1.1, ELI 1.2(a) and ELI 1.2(b).
- 14. Documents Establishing the Qualifications of the Applicant**
- 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification and Evaluation, the Applicant shall provide the information requested in the corresponding Forms included in Section IV, Application Forms.

**15. Signing of the Application and Number of Copies**

- 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV, designated in accordance with ITA 4.1, on behalf of the JV.
- 15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the **PDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

**D. Submission of Applications****16. Sealing and Identification of Applications**

- 16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
  - (b) be addressed to the Employer, in accordance with ITA 17.1; and
  - (c) bear the specific identification of this prequalification process indicated in the **PDS** 1.1.
- 16.2 The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

**17. Deadline for Submission of Applications**

- 17.1 Applicants may either submit their Applications by mail or by hand. Applications shall be submitted in accordance with the instructions, including the address and deadline, stipulated in the **PDS**.
- 17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in accordance with ITA 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**18. Late Applications**

- 18.1 Late Applications received after the deadline indicated in ITA 17.1 will be rejected.

**19. Opening of Applications**

- 19.1 The Employer shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 18.1.

- 19.2 The Employer shall prepare a record of the opening of Applications, which shall include, as a minimum, the name of the Applicant and whether the Application has been received in time.

## **E. Procedures for Evaluation of Applications**

### **20. Confidentiality**

- 20.1 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the prequalification process (except as specified in 20.1 above), may do so only in writing.

### **21. Clarification of Applications**

- 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.
- 21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

### **22. Responsiveness of Applications**

- 22.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this prequalification document. An Application shall be considered as responsive if the following documents are submitted:

Responsiveness criteria
1. Declaration of Undertaking (ITA 11.1 d) (II))
2. Financial Capability Statements and supporting documentation (ITA 11.1 d) (III))
3. Application Submission Form (ITA 11.1 a)
4. Power(s) of Attorney authorizing the representative of the Applicant (ITA 11.1 b)
5. If the Applicant is an association, either proof of the existing Association Agreement or a Declaration of Association (ITA 11.1 d) (I))

- 23. Domestic Bidder Price Preference** 23.1 A margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification unless otherwise specified in the **PDS**.
- 24. Subcontractors** 24.1 Unless otherwise stated in the **PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 24.2 A “specialized sub-contractor” is a sub-contractor hired for specialized work as defined by the Employer in Section III 4.2 - Experience. If no specialized work is specified by the Employer as such, sub-contractors experience shall not be considered for Applications evaluation.

## **F. Evaluation of Applications and Prequalification of Applicants**

- 25. Evaluation of Applications** 25.1 The Employer shall evaluate the responsive Applications using the factors, methods, criteria, and requirements defined in Section III, Qualification and Evaluation, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used.
- 25.2 Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.1 shall not be considered.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contracts in which they are interested. The Employer shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The Qualification and Evaluation are mentioned in Section III.
- 26. Employer’s Right to Reject All Applications** 26.1 The Employer reserves the right to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.
- 27. Prequalification of Applicants** 27.1 The Employer shall assess the responsive Applications in terms of the Eligibility and Qualification Criteria and methods set out in Section III, Qualification and Evaluation.

27.2 The Employer shall determine the fulfillment of minimum requirements on a pass/fail basis as per Section III, Qualification and Evaluation.

27.3 The Employer shall assign a numeric score to each of the sub-criteria, for which a maximum score is provided in accordance with ITA 27.1. All Sub-criteria Scores shall be summed to determine the Applicant's Pre-Qualification Score.

27.4 For the purposes of scoring individual Qualification Criteria in accordance with 27.3 the Employer shall apply the following qualitative approach:

- (a) 100% of the max. score: Excellent, if the Application substantially exceeds the requirement in accordance with the respective sub-criterion. No errors or omissions are noted.
- (b) 75% of the max. score: Good, if the Application meets or marginally exceeds the requirement in accordance with the respective sub-criterion. Minor errors or omissions noted;
- (c) 50% of the max. score: Unsatisfactory, if the Application marginally falls short of the requirement in accordance with the respective sub-criterion. Major errors or omissions noted;
- (d) 25% of the max. score: Poor, if the Application substantially deviates from or indicates misunderstanding of the requirement in accordance with the respective sub-criterion. Major errors or omissions are noted comprising the fulfillment of the sub-criterion;
- (e) 0 % of the max. score: Insufficient / Fail, if the Application does not meet the requirement at all in accordance with the respective sub-criterion, or does not provide any information regarding the requirement.

27.5 An Applicant shall be considered prequalified if:

- (a) its Application is considered responsive in accordance with ITA 22.1 and;
- (b) its Application has met the pass/fail requirements in accordance with ITA 27.2 and;
- (c) the Application scored at least 70 points out of 100 points in accordance with ITA 27.3.

## **28. Notification of Prequalification**

28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.

28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.

**29. Invitation for Bids**

- 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.
- 29.2 Bidders may be required to provide a Bid Security acceptable to the Employer in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents.

**30. Changes in Qualifications of Applicants**

- 30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if (i) as a consequence of the change, the Applicant no longer meets the qualification criteria set forth in Section III, Qualification and Evaluation; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

## Section II. Prequalification Data Sheet

### A. General

<b>ITA 1.1</b>	<p>The Employer is:</p> <p>West Zone Power Distribution Company Limited (WZPDCL)          Headquarters, Bidyut Bhaban, 35, Boyra Main Road          Khulna-9000, Bangladesh          Md. Saifuzzaman, Project Director          E-Mail: pd.mpdsg@wzpdcl.gov.bd, wzpdcl.mpdsgp@gmail.com</p> <p>The list of contracts (lots) comprising the ICB is: Procurement of Design, Supply, Installation, Testing &amp; Commissioning of Twelve (12) 33kV AIS Bays and One (1) Switching Station with Substation Automation System on turnkey basis</p> <p>ICB name and number are: 33kV Bay Extension/Construction – 512180</p> <p>Tender Package Number: GD-4</p>
<b>ITA 2.1</b>	<p>The name of the Project is:</p> <p>Modernization of Power Distribution - Smart Grids Phase I</p>
<b>ITA 4.1</b>	<p>Maximum number of members in the JV shall be:</p> <p>Three (3) members including Lead Member</p>



<b>B. Contents of the Prequalification Documents</b>	
<b>ITA 7.1</b>	<p>For <b>clarification purposes</b>, the Employer's address is:</p> <p>Attention: Mr. Md. Saifuzzaman, Project Director</p> <p>Address: West Zone Power Distribution Company Limited (WZPDCL), Headquarters, Bidyut Bhaban, 35, Boyra Main Road, Khulna.</p> <p>City: Khulna</p> <p>ZIP Code: 9000</p> <p>Country: Bangladesh</p> <p>E-mail: pd.mpdsg@wzpdcl.gov.bd wzpdcl.mpdsgp@gmail.com hani.alyacoubi@gopa-intec.de info@gopa-intec.de</p> <p>The clarification request must be submitted officially through a signed letter addressing the Project Director, which can be transmitted via email. Similarly, the Employer will respond in writing with a signed document, which will also be transmitted via email.</p>
<b>ITA 7.1</b>	<p>The clarifications shall also be published in following website.</p> <p><a href="https://www.wzpdcl.gov.bd">https://www.wzpdcl.gov.bd</a></p>
<b>ITA 8.2</b>	<p>The amendments shall also be published in following websites.</p> <p><a href="https://www.wzpdcl.gov.bd">https://www.wzpdcl.gov.bd</a> <a href="https://cptu.gov.bd">https://cptu.gov.bd</a> <a href="https://www.gtai.de/en/invest">https://www.gtai.de/en/invest</a></p>
<b>C. Preparation of Applications</b>	
<b>ITA 10.1</b>	<p>The Application as well as all correspondence shall be submitted in <b>English</b>.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b>.</p>

<p><b>ITA 11.1 (d) &amp; (f)</b></p>	<p>The Applicant shall submit with its Application, the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate, whichever is applicable, to best illustrate and verify evaluation criteria requirements as per Section III 4.2 (a) and 4.2. (b).</li> <li>2. The Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate duly signed by the end user shall mention issue date of Certificate(s), the name &amp; commissioning date of the plant and services which were designed, supplied, installed/constructed, tested and commissioned by Tenderer (lead partner in case of JV), Name of supplied/installed equipment (including make &amp; model) by the Tenderer and shall contain end-user's full mailing address, domain e-mail address, website address, fax number and phone number for the convenience of authentication. In any case, WZPDCL reserve the right to verify genuineness of End User Certificate(s).</li> <li>3. Documentary evidence that the Applicant has the financial capability and has access to financial resources required as per qualification criteria 3. Financial Situation and Performance, necessary to perform the Contract as per Section III i.e. Forms FIN-3.1, FIN-3.2, FIN-3.3 and FIN-3.4, along with document required therein.</li> <li>4. Documentary evidence of certification according to EN ISO 9001, ISO 14001:2014 and OHSAS 18001, or equivalent internationally accepted certification as per Section III 5.1.</li> </ol>
<p><b>ITA 15.2</b></p>	<p>In addition to the one (1) original prequalification documents (Hard copy + Soft copy (USB/Flash Drive)), the number and type of copies to be submitted with the Application is: two (2) hardcopies + two (2) soft copies (USB/Flash drive).</p> <p>The original and each copy of the Application shall be submitted along with a USB / Flash Disk, containing an electronic copy of all scanned (PDF) documents comprising the original Application, sequenced and indexed as per the original Application.</p> <p>Additionally, the editable file should be provided.</p> <p>Submission via email, shall lead to rejection of proposal.</p> <p>In case of any discrepancy between hard copies and electronic copy original hard copy prevails.</p>

<b>D. Submission of Applications</b>	
<b>ITA 17.1</b>	<p>The Original Application shall be submitted not later than</p> <p>Date: 17<sup>th</sup> February 2025</p> <p>Time: 11:30 AM Bangladesh Standard Time (GMT+6)</p> <p>at the following address, which shall be the controlling address for the purposes of the timely submission of the Application:</p> <p>Attention: Project Director, Modernization of Power Distribution-Smart Grids Phase I, WZPDCL, Khulna</p> <p>Address: The Office of the Director, Directorate of Purchase, Bangladesh Power Development Board, WAPDA Building (9th floor), Motijheel C/A, Dhaka-1000</p> <p>City: Dhaka</p> <p>ZIP Code: 1000</p> <p>Country: Bangladesh</p> <p>Electronic submission via e-mail <b>is prohibited</b> and leads to disqualification.</p>
<b>ITA 19.1</b>	<p>The opening of the Applications shall be on 17<sup>th</sup> February 2025 at 12:00 PM Bangladesh Standard Time (GMT+6).</p> <p>Address: The Office of the Director, Directorate of Purchase, Bangladesh Power Development Board, WAPDA Building (9th floor), Motijheel C/A, Dhaka-1000</p>
<b>E. Procedures for Evaluation of Applications</b>	
<b>ITA 23.1</b>	A margin of preference <b>shall not apply</b> .
<b>ITA 24.1</b>	Subcontracting is allowed only up to a total cumulated maximum of about 40 % of the contract volume. The supply of equipment, steel structures etc. will not be considered as subcontracting.
<b>ITA 27</b>	Maximum number of preselected applicants is Eight (8).

## Section III. Qualification and Evaluation

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

Wherever an Applicant is required to state a monetary amount, Applicants should indicate the EUR 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.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country. Any error in determining the exchange rates in the Application may be corrected by the Employer.

In chapter 5 of this section the environmental, social, health and safety (ESHS) requirements are defined in accordance with the specific ESHA challenges of the contract.

No	Subject	Criteria		Requirements / Max. Scores			Documentation Requirements / Forms
		Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
1.3	<b>KfW Eligibility</b>	Not being ineligible for KfW financing, as described in ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Declaration of Undertaking
1.4	<b>Government-Owned Entity</b>	Meet conditions of ITA 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI-1.1, 1.2(a) and 1.2(b), with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Termination of a contract did not occur as a result of contractor's default in the past five (5) years	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid Securing Declaration by the Employer</b>	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITA 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Form
2.3	<b>Pending Litigation</b>	All pending litigation shall in total not represent more than one hundred percent (100%) of the Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-2

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities: Liquidity</b>	(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit <sup>1</sup> , and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as:  <b>EUR 457.000,00</b>	Must meet requirement	Must meet requirement	Must meet (twenty-five) 25% of the requirement	Must meet (fifty) 50% of the requirement	Form FIN-3.1 with attachments and FIN-3.3
3.2	<b>Financial Capabilities: Other Sources of Finance</b>	(ii) The Applicant 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 <b>for three (3) months period.</b>	Must meet requirement	Must meet requirement	Must meet (twenty-five) 25% of the requirement	Must meet (fifty) 50% of the requirement	Forms FIN-3.3 and FIN-3.4
<p><sup>1</sup> In case of a Credit Line, the provided information shall be substantiated by a letter from the bank issuing the line of credit to the Applicant. The letter from the bank must demonstrate bank's commitment to provide financing in case the Applicant will be successful in the subject tender. Letters from bank only demonstrating bank's intention to finance the Applicant without any commitment may not be accepted by the Employer during evaluation and shall be subject to clarification.</p>							

No	Subject	Criteria Requirement	Requirements / Max. Scores				Documentation Requirements / Forms
			Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
3.3	<b>Financial Capabilities: Financial Position</b>	<p>(iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last <b>5 years</b> starting from 2019 shall be submitted and must demonstrate the current soundness of the Applicant's financial position based on the following criteria:</p> <p>a) Liquidity ratio <math>\geq 1.1</math></p> $\frac{\text{Current Assets}}{\text{Current Liabilities}} \geq 1.1$ <p>b) Indebtedness ratio <math>\leq 80\%</math></p> $\frac{\text{Total Liabilities} * 100}{\text{Total Assets}} \leq 80\%$	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-3.1 with attachments
3.4	<b>Average Annual Construction Turnover</b>	<p>Minimum average annual construction turnover of:</p> <p><b>EUR 2.740.000,00</b></p> <p>calculated as total certified annual payments received for contracts in progress and/or completed within the last 5 (five) years (started from 2019) divided by five years.</p>	Must meet requirement	Must meet requirement	Must meet <i>[twenty-five]</i> <i>[25]</i> % of the requirement	Must meet <i>[forty]</i> <i>[40]</i> % of the requirement	Form FIN-3.2

No	Subject	Criteria Requirement	Requirements / Max. Scores			Documentation Requirements / Forms	
			Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
<b>4. Construction Experience</b>							
4.1	<b>General Construction Experience</b>	<p>Experience under:</p> <ul style="list-style-type: none"> <li>The Tenderer shall have a minimum of 10 (ten) years of overall experience in the role of contractor<sup>2</sup>, subcontractor, or management contractor<sup>4</sup>.</li> <li>Substations 33 kV or above construction contracts in the role of prime contractor<sup>2</sup>, JV member<sup>3</sup>, subcontractor, or management contractor<sup>4</sup> for at least the last 6 years, starting 1<sup>st</sup> January 2019.</li> </ul> <p>As a minimum, two (2) but not more than five (5) contracts shall be referenced.</p> <p>The Applicant needs to submit certified copies of Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate, whichever is applicable **.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-4.1

<sup>2</sup> Prime Contractor means main Contractor or any partner of a Joint Venture /Consortium contract, not the Subcontractor. Subcontractor's experience will not be accepted.

<sup>3</sup> In case of JV, the partner's contribution shall be not less than 20 % within the contract, otherwise that project will not be considered.

<sup>4</sup> A management Contractor is a company, which takes on the role of contract management as a "general" Contractor could do. It does not normally perform directly the work(s) associated with the contract. Rather, it manages the work of other (sub) Contractors while bearing full responsibility and risk for price, quality, and timely performance of the contract.



No	Subject	Criteria Requirement	Requirements / Max. Scores				Documentation Requirements / Forms
			Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		<p>Notes: <i>*Completed contracts are perceived to be the ones for which a Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate, whichever is applicable has been issued.</i></p> <p><i>** Should the original documents be issued in a language other than English, accurate English translations of the same shall be submitted.</i></p>					
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	<p>Similar<sup>5</sup> contracts, satisfactorily and substantially<sup>6</sup> completed as a prime contractor, joint venture member<sup>7</sup>, management contractor or subcontractor<sup>4</sup> between 1st January 2015 until application submission deadline of minimum value of at least:</p> <ul style="list-style-type: none"> <li>• <b>Two (2)</b> contracts of 33 kV MV substations or above, with minimum value of <b>EUR 2.5 million</b> equivalents for each Contract</li> </ul>	Must meet requirement	Must meet requirements	N/A	N/A	Form EXP-4.2 (a)

<sup>5</sup> The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Scope of Works. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>6</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>7</sup> For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, shall be considered to meet this requirement.

No	Subject	Criteria	Requirements / Max. Scores			Documentation Requirements / Forms	
		Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		<p><b>Note:</b></p> <p>1. Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate, whichever is applicable to be submitted.</p> <p>2. All the countries are perceived, for the purposes of the present prequalification exercise, and shall therefore be acceptable, except the countries under UN/EU/Germany sanctions. Applicants from countries whose nationals are barred from entry into Bangladesh can be excluded on this ground during evaluation.</p>					
4.2 (b)	<b>Construction Experience in key activities</b>	<p>For the above or any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor<sup>4</sup> on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities successfully completed<sup>8</sup>, shall be as follows:</p> <p><b>(i) Electrical Design Services:</b></p>	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP-4.2 (b)

<sup>8</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		<p>The Applicant shall have experience of details electrical design of at least <b>two (2)</b> complete MV Substations of 33 kV or higher voltage, including Substation Automation System (SAS) and such project should have been operating satisfactorily for at least <b>one (1)</b> year starting from 2015 until application submission date.</p> <p><b>(ii) Civil Design Services:</b> The Applicant shall have experience of detailed civil design of at least <b>two (2)</b> complete MV Substations of 33 kV or higher voltage operating satisfactorily for at least <b>one (1)</b> year starting from 2015 until application submission date.</p> <p><b>(iii) Civil Works:</b> The Applicant shall have experience of execution of Civil Works of at least <b>two (2)</b> complete AIS Substations of 33 kV or higher voltage and such project should have been operating satisfactorily for at least <b>one (1)</b> year starting from 2015 until application submission date</p> <p><b>(iv)</b> The Applicant shall have experience of execution of piling works for a construction project. The project should have been completed and operational starting from 2015 until application submission date.</p>					

Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		<p><b>(v) Installation:</b> The Applicant shall have experience of installation of at least <b>two (2)</b> complete MV Substations of 33 kV or higher voltage, including Substation Automation System (SAS) and such project should have been operating satisfactorily for at least <b>one (1)</b> year starting from 2015 until application submission date.</p> <p><b>(vi) Testing &amp; Commissioning:</b> The Applicant shall have experience of testing and commissioning of at least <b>two (2)</b> complete MV Substations of 33 kV or higher voltage, including Substation Automation System (SAS) and such project should have been operating satisfactorily for at least <b>one (1)</b> year starting from 2015 until application submission date.</p> <p><b>Notes:</b></p> <p>1. Experience required under sub-criteria 4.2. (b) from (i) through (vi) shall be met by the Applicant as Single Entity or through any member of a Joint Venture / Consortium combined, but not through the Subcontractor. Experience of Subcontractor will not be considered.</p>					

Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		2. *Completed contracts are perceived to be the ones for which a Taking-Over Certificates or Performance Certificates or Operational Acceptance Certificate and/or End User Certificate, whichever is applicable has been issued.  3. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).  *Should the original documents be issued in a language other than English, accurate English translations of the same shall be submitted.					
<b>5. Environmental and Social and Health and Safety (ESHS) Experience and Capacity</b>							
5.1	<b>Certificates</b>	Availability of a valid ISO certification as below or internationally recognized equivalent (equivalence to be demonstrated by the Applicant)  - Quality Management certificate ISO 9001  Availability of ISO14001 (or equivalent) and/or OHSAS 18001 / ISO45001 (or equivalent) will be	Must meet requirement	N/A	Must meet requirement, if part in JV is substantial (more than 40 (forty) % of the works)	Must meet requirement	Form CER-5.1

No	Subject	Criteria Requirement	Requirements / Max. Scores				Documentation Requirements / Forms
			Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		considered a plus but are not mandatory requirements.]					
5.2	<b>Experience in Projects with significant ESHS Impact</b>	<p>For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or subcontractor<sup>9</sup> on or after the first day of the calendar year during the period stipulated in 4.2(a) above, a minimum specific experience relating to the following ESHS requirements<sup>6</sup>:</p> <ul style="list-style-type: none"> <li>• Details of safety records / statistics in terms of lost time incident frequency and any deaths</li> <li>• Project ESHS Plan used (including Key performance Indicators and ESHS reporting to EMPLOYER)</li> <li>• Organization chart and responsibilities for the project with reference to the ESHS aspects</li> <li>• Experience of implementing Site Specific Environmental Management Plans such as:                             <ul style="list-style-type: none"> <li>○ HSE Management Plan,</li> <li>○ Waste Management Plan,</li> <li>○ Hazardous Waste</li> </ul> </li> </ul>	Max. 30 points	Max. 30 points <sup>10</sup>	N/A	Must have executed at least 2 contract(s) demonstrating experience with the key ESHS requirements as listed in the Requirements column.	Form EXP-5.2

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

<sup>10</sup>Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.

Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		<p>Management Plan (e.g., related to Polychlorinated Biphenyls (PCBs) and Sulphur Hexafluoride (SF6))</p> <ul style="list-style-type: none"> <li>○ Traffic Management Plan</li> <li>○ HSE Management System for the construction phase</li> </ul> <ul style="list-style-type: none"> <li>• Experience of implementing Site Specific Health and Safety Management Plans</li> <li>• HSE communication tools (the measures taken to spread awareness and communicate hazards &amp; risks at site such as HSE team meetings, safety posters, incident reporting etc.)</li> <li>• ESHS Control Plan for Subcontractors</li> <li>• Emergency Preparedness and Response Plan</li> <li>• System for capturing ESHS Incidents, Accidents and Near Misses</li> <li>• Code of Conduct</li> <li>• Risk assessment/mitigation plan</li> <li>• Strategy for staff and labour recruitment of temporary</li> </ul>					

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		workforce and Stakeholder Engagement Plan including Workers Grievance Redressal Mechanism					
5.3	<b>Environmental Capacity</b>	<p>The Applicant must demonstrate that its business setup and operations meet the minimum requirements towards an effective environmental management system:</p> <p>The applicant must provide information on:</p> <ul style="list-style-type: none"> <li>• The existence of a comprehensive Environmental Policy</li> <li>• The existence of an Environmental Management System, incl. an adequate organizational/ institutional set-up for definition, enforcement, and monitoring.</li> </ul> <p>The qualitative assessment of the Applicant's compliance will be carried out in terms of the scoring method described in ITA 27.4. The sub-criterion score will be calculated by adding the requirement scores.</p>	Max. 10 points	Max. 10 points <sup>7</sup>	N/A	N/A	Form ENV-5.3
5.4	<b>Occupational Health and Safety Capacity</b>	The Applicant must demonstrate that its business setup and operations meet the minimum requirements	Max. 10 points	Max. 10 points <sup>11</sup>	N/A	N/A	Form OHSAS-5.4

<sup>11</sup> Members will be scored if their part in the JV is substantial (more than 40 (forty) % of the works). Individual member scores will be averaged.



Criteria			Requirements / Max. Scores			Documentation Requirements / Forms	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member		One Member
		<p>towards an effective health and safety management system.</p> <p>The applicant must provide information on:</p> <ul style="list-style-type: none"> <li>• The existence of a comprehensive Occupational Health &amp; Safety Policy;</li> <li>• The existence of management system, including an adequate organizational set-up for definition, enforcement and monitoring;</li> </ul> <p>For assessment and scoring see note in 5.3. above</p>					
5.5	<b>Socially Responsible Work Implementation</b>	<p>The Applicant must demonstrate a comprehensive understanding of the requirements regarding work site implementation and operation</p> <p>The applicant must provide information on:</p> <ul style="list-style-type: none"> <li>• a comprehensive strategy for staff and labor incl. recruitment of temporary workforce and local labor, stakeholder engagement plan including worker grievance mechanism, etc.</li> <li>• a comprehensive strategy for staff accommodation, e.g.</li> </ul>	Max. 20 points	Max. 20 points <sup>8</sup>	N/A	N/A	Form LOC-5.5

Criteria			Requirements / Max. Scores				Documentation Requirements / Forms
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			
				All Parties Combined	Each Member	One Member	
		<p>worksite camps, house rental, security, etc.</p> <p>For assessment and scoring see note in 5.3. above</p>					
5.6 a)	<b>ILO Core Labor Standards</b>	Undertaking to fully respect the ILO Core Labor Standards in the Applicant's business practice	Must meet requirement	N/A	Must meet requirement	N/A	Application Submission Form (f) and form COC-5.6
5.6 b)	<b>Ethical business principles</b>	The Applicant must demonstrate that its business setup and operations meet the minimum requirements towards ethical Business principles. For assessment and scoring see note in 5.3. above	Max. 10 points	Max. 10 points <sup>8</sup>	N/A	N/A	Form COC-5.6
5.7	<b>ESHS and Construction Personnel</b>	<p>The Applicant must demonstrate that it has access to candidates for the ESHS personnel profiles, listed in Section VII, Scope of Works. The candidates must fulfill the minimum specific profile requirements and the general requirements (if any). Combining several candidates to fulfill one candidate profile is not allowed. Providing multiple candidates for a single profile is allowed.</p> <p>For assessment and scoring see note in 5.3. above</p>	Max. 20 points	Max. 20 points	N/A	N/A	PER-5.7

Note: [For multiple contracts, specify financial and experience criteria for each contract]

## **Section IV. Application Forms**

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## Application Submission Sheet

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

ICB No.: *[insert ICB number]*

To: *[insert full name of Employer]*

We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- (a) we have examined and have no reservations to the prequalification documents, including Addenda No., issued in accordance with ITA Clause 8: *[insert the number and issuing date of each addenda]*;
- (b) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, have nationalities from eligible countries, in accordance with ITA Sub-Clause 4.3: *[insert the nationality of the Applicant, including that of all parties in case of a JV, and the nationality of each already identified subcontractor and supplier of related services, if applicable]*;
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification do not have any conflict of interest, in accordance with ITA Sub-Clause 4.4;
- (d) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by KfW, and/or we are not subject to sanction from either Germany, the European Union or the United Nations in accordance with the lists of exclusion established by these institutions regarding fight against terrorism in accordance with ITA Sub-Clause 4.3;
- (e) [we are not a government owned entity, **or**, we meet the requirements of ITA Sub-Clause 4.1];
- (f) we, including any major subcontractors and suppliers declare that we fully respect ILO Core Labour Standards in our business practice in accordance with ITA Sub-Clause 4.3 and Form COC-5.6;
- (g) we, in accordance with ITA Sub-Clause 24.1, plan to subcontract the following key activities and/or parts of the works: *[insert any of the key activities identified in Section III- 4.2 which the Applicant intends to subcontract]*;
- (h) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any application that you may receive nor to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26.

Signed *[insert signature of the Applicant's representative, authorized in accordance with ITA 4.1, whose name and capacity are shown below]*

Name *[insert full name of person signing the application]*

In the Capacity of *[insert legal capacity of person signing the application]*

Duly authorized to sign the application for and on behalf of:

Applicant's Name *[insert full name of Applicant]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*.

Attachments:

Power of attorney, authorizing the Applicant's representative to act for and on behalf of the Applicant, in accordance with ITA 4.1.

## Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")<sup>12</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>13</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non>*

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<sup>12</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>13</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- cooperative-jurisdictions/ ) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;*
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:

- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>14</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>15</sup>: \_\_\_\_\_

Signature:

Dated:

<sup>14</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>15</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.



## Form ELI-1.1 Applicant Information Form

Date: \_\_\_\_\_  
ICB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of constitution: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's legal structure and ownership structure Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. General Presentation of the Applicant (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.) 2. 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 ITA 4.1. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITA 4.1 or Declaration of Association as per ELI 1.2(b). <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITA 4.3 documents establishing: - Legal and financial autonomy - Operation under commercial law - Establishing that the Applicant is not a dependent agency of the Employer.
3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Form ELI-1.2 (a) Applicant's JV Information Form

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

Date: \_\_\_\_\_  
ICB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Each Applicant that is a JV Party and each nominated subcontractor in accordance with ITA 24 must submit this information.

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's legal structure and ownership structure: Legal structure: <i>[provide details]</i> Ownership structure: <i>[provide details of direct and indirect ownership]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
<ol style="list-style-type: none"> <li>1. General Presentation of the Applicant (name, legal structure, business areas, subsidiaries and shareholdings, number of staff, etc.)</li> <li>2. Attached are copies of original documents of <ul style="list-style-type: none"> <li><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 ITA 4.1.</li> <li><input type="checkbox"/> In case of JV, JV agreement, in accordance with ITA 4.1 or Declaration of Association as per ELI 1.2(b).</li> <li><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITA 4.3 documents establishing: <ul style="list-style-type: none"> <li>- Legal and financial autonomy</li> <li>- Operation under commercial law</li> <li>- Establishing that the Applicant is not a dependent agency of the Employer.</li> </ul> </li> </ul> </li> <li>3. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>

## Form ELI-1.2 (b) Declaration of Association

*[The following form shall be provided by each member of a Joint Venture and, if applicable, by any specialized subcontractor, nominated in accordance with ITA 24]*

Date: \_\_\_\_\_  
ICB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

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

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

In the event that this JV is awarded a Contract, we shall perform the works in the composition and in the form of cooperation described above.

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

## Form CON-2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

Joint Venture Member Name: *[insert full name]*

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

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

Non-Performed Contracts in accordance with Section III, Qualification and Evaluation			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert current year number less 5]</i> specified in Section III, Qualification and Evaluation, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR 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 non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification and Evaluation			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification and Evaluation, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification and Evaluation, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</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> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

## Form FIN-3.1 Financial Situation and Performance

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

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

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

Joint Venture Member Name: *[insert full name]*

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

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

### 1. Financial data

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

## 2. Financial documents

The Applicant and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualification and Evaluation, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or JV member, and not an affiliated entity (such as parent company or subsidiary).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>16</sup> for the *[number]* years required above; and complying with the requirements

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<sup>16</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

## Form FIN-3.2 Average Annual Construction Turnover

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

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

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

Joint Venture Member Name: *[insert full name]*

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

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

<b>Annual turnover data (construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>EUR equivalent</b>
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the EUR equivalent]</i>	<i>[insert EUR equivalent]</i>
		Average Annual Construction Turnover *	

\* Total EUR equivalent for all years divided by the total number of years. See Section III, Qualification and Evaluation, Clause 3.4.



## Form FIN-3.3 Sources of Finance

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

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (EUR equivalent)</b>
1		
2		
3		

## Form FIN-3.4 Current Contract Commitments / Works in Progress

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

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

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

## Form EXP-4.1 General Construction Experience

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

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

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

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

## Form EXP-4.2 (a)

### Specific Construction and Contract Management Experience

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

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

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

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

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

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

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

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

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

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

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

Applicant's JV Member's Name: *[insert full name]*

Subcontractor's Name<sup>17</sup> (as per ITA 24.2): *[insert full name]*

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

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

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

	<b>Information</b>			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		EUR <i>[insert exchange rate and total contract amount in EUR equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:	<i>[insert full name]</i>			

<sup>17</sup> If applicable

	<b>Information</b>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>

2. Key Activity No. Two

3. Key Activity No. Three

## Optional: Form EQP-4.3 Specific Construction Equipment

*[The following table is optional and depending on the nature of the project, it shall be filled in for contracts performed by the Applicant or each member of a Joint Venture, and if so nominated in accordance with ITA 2.4, nominated sub-contractor]*

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

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

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

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

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



## Form CER-5.1 Quality Management Certification

*Quality Management Certificate is mandatory. Environmental Management Certification and/or Health and Safety Certification is optional.*

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

Applicant's JV Member name: \_\_\_\_\_ ICB No.: \_\_\_\_\_

Description	Information
Identification of the certificate	_____ <i>[insert full name of the certificate]</i>
First award date	_____ <i>[insert day, month, year of first certificate award]</i>
Last update of the certificate	_____ <i>[insert day, month, year of latest renewal, if any]</i>
Issuers Name	_____ <i>[insert full name]</i>
Address	_____ <i>[insert street / number / town or city / country]</i>
Telephone/fax number	_____ <i>[insert phone/fax no., incl. country &amp; city area codes]</i>
E-mail	_____ <i>[insert e-mail address, if available]</i>
Compliance with international standards	<p>The mandatory certificate is <i>ISO 9001</i>:</p> <p style="text-align: center;"><input type="checkbox"/> Yes / <input type="checkbox"/> No</p> <p>The optional certificate is <i>ISO 14001:2004</i>:</p> <p style="text-align: center;"><input type="checkbox"/> Yes / <input type="checkbox"/> No</p> <p>The optional certificate is <i>OHSAS 18001/ISO45001</i>:</p> <p style="text-align: center;"><input type="checkbox"/> Yes / <input type="checkbox"/> No</p>
If no, proof of conformity with the international standard by the Applicant	<i>The Applicant shall demonstrate the equivalency of their management systems with the international standards.</i>

## Form ESHS EXP-5.2

### Experience in Projects with significant ESHS Impact

*[The following table shall be filled by the Applicant or in case of a JV the Lead Member. Project references provided here should reflect the ESHS requirements as defined in Section III, 5. ]*

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

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

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

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

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

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

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

Maximum points attributed to above requirements: 25 points

## Form ENV-5.3 Environmental Management Capacity

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

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

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

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

	<b>The Applicant shall demonstrate:</b>	<b>Information and Documentation</b>	<b>ESHS level</b>
1	- the existence of an Environmental Policy and its application and enforcement in project implementation by a) own workforce and b) subcontractors.]	__ <i>[Provide relevant details of the Corporate Values or similar policy documents and declarations]</i> __	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of an Environmental Management System, incl. an adequate organizational set-up for definition, enforcement and monitoring.	__ <i>[Provide details of the organizational set-up and procedures for relevant issues within your company, for qualification details of relevant key staff see Form PER-5.7]</i> __	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- that all members of a JV, suppliers, subcontractors and temporary workforce a) are aware of and b) comply with the Environmental Management System.	__ <i>[Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.]</i> __	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that regular monitoring and reviews of the status of the Environmental Management System takes place.	N/A	

5	- that procedures exist to respond to and mitigate environmental emergencies and other adverse impacts on work sites.	___ <i>[Provide supporting evidence like emergency manuals (index only), emergency procedures, etc.]</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements: 10 points

## Form OHSAS-5.4 Occupational Health and Safety Capacity

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

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

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

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

	<b>The Applicant shall demonstrate:</b>	<b>Information</b>	<b>ESHS level</b>
1	- the existence of an Occupational Health & Safety Policy	___ <i>[Provide a policy document and the index of the Occupational Health &amp; Safety manual or other relevant documents and declarations]</i> ___	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of management system, incl. an adequate organizational set-up for definition, enforcement and monitoring.	___ <i>[Provide details of the organizational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form PER-5.7]</i> ___	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- that regular reviews, audits and statistics of Health & Safety events and procedures especially on work sites exist.	N/A	
N/A			
4	- that all members of a JV, suppliers (in particular those for major supply items), sub-contractors and temporary workforce a) are aware of and b) comply with the Health & Safety Policy.	___ <i>[Provide information on a) how awareness, know how transfer and enforcement is implemented to external partners b) nature, content and frequency of internal trainings to employees.]</i> ___	

<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
	-		

Maximum points attributed to above requirements: 10 points

## Form LOC-5.5

### Socially Responsible Works Implementation

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

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

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

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

	<b>The Applicant shall demonstrate:</b>	<b>Documentation</b>	<b>ESHS level</b>
1	- a strategy for staff and labor incl. recruitment of temporary workforce and local labor, worker grievance mechanism, etc.	<i>_[Provide information and relevant documents, if any]_</i>	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS).	<i>_[Please provide supporting evidence]</i>	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- a comprehensive strategy for staff accommodation, e.g. worksite camps, house rental, security, etc.	<i>_[Provide information and relevant documents, if any]_</i>	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors	<i>_[Provide information and relevant documents, if any]_</i>	<b>2</b>



*[insert brief description or, if applicable, short abstract of the documentation annexed]*

5	<ul style="list-style-type: none"> <li>- a strategy for communication and interaction with stakeholders and local communities incl. grievance mechanism, incl. avoidance of damage to property and people</li> </ul>	<p>___ <i>[Provide a concept how this relationship has been managed in former contracts.]</i></p>
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*[insert brief description or, if applicable, short abstract of the documentation annexed]*

Maximum points attributed to above requirements: 20 points

## Form COC–5.6 Ethical Business Principles

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

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

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

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

	<b>The Applicant shall demonstrate:</b>	<b>Documentation</b>	<b>ESHS level</b>
1	- that ILO core labor standards <sup>18</sup> are fully respected in business operations by explicitly ticking the boxes.	Our business operations respect the core labor standards on: <input type="checkbox"/> Freedom of Association <input type="checkbox"/> Elimination of Forced Labour <input type="checkbox"/> Non-Discrimination <input type="checkbox"/> Abolishment of Child Labour	Pass/ fail  <b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- the existence of a declaration on ethical business principles or similar declaration.	<i>__[Provide written information and evidence on business principles (code of conduct, conflict of interest, bribery, corruption, bid-rigging, unfair competition, insider rules, confidentiality, money-laundering, etc.)]__</i>	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- the existence of an adequate organizational set-up to define, enforce and monitor the ethical business principles.	<i>__[Provide details of the organizational set-up and staffing of the relevant department, for qualification details of relevant key staff see Form PER-5.7]__</i>	<b>2</b>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- that all members of a JV, suppliers (in particular those for major supply items), subcontractors and temporary	<i>__[Provide information on a) how awareness, know how transfer and enforcement is implemented to external</i>	<b>2</b>

<sup>18</sup> See relevant ILO conventions C087, C098, C029, C105, C100, C111, C138, C182. In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Bidder / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions.

	workforce a) are aware of and b) comply with these principles.	<i>partners</i> <i>b) nature, content and frequency of internal trainings to employees.]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	- that a confidential and anonymous mechanism for employees and third parties to report violations of the ethical business principles exists.	__ <i>[Describe the mechanism and the offered reporting channels (ombudsmen, whistleblower scheme, website, etc.) ]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			

Maximum points attributed to above requirements 2 to 5, requirement 1 is 10 points

### Form PER–5.7 List of Available ESHS and Construction Personnel

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

Name	Designation, in accordance with Section VII, Scope of Works		Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant <sup>19</sup>	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

Maximum points attributed to above requirements: 25 points

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<sup>19</sup> For freelance experts (e.g. with retainer contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For sub-consultant staff indicate “Sub”. Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff.

## Section V. Eligibility Criteria

### Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2 have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
  - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-

debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

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

## Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

### 1) Sanctionable Practice

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

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

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

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any

person or causing any person to refrain from any action.

**Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

**Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

**Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## 2) Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>20</sup> (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

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<sup>20</sup>In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.



## **PART 2 – Works Requirements**

## Section VII. Scope of Works

### 1. Lot 6 (GD-4): 33kV Bay Extension/Construction

#### 1.1 Substations

One or more 33 kV bays shall be extended on following substations:

- Shariatpur (Dhanuka) 33/11kV Substation, Shariatpur
- Patuakhali Grid Substation, Patuakhali
- Pirojpur 33/11kV Substation, Pirojpur
- Mongla-1 33/11kV Substation, Mongla, Bagerhat
- Labonchora 33/11kV Substation, Khulna
- Phultala 33kV Switching Station, Khulna
- Kaliganj Grid Substation, Kaliganj, Jhenaidah
- Magura Grid Substation, Magura and
- Rajbari Grid Substation, Rajbari.

#### 1.2 Climatic conditions

The requirements regarding the climate data are given in table below.

**Table 1: Climatic Conditions**

Condition	Rating
Maximum ambient temperature	45°C
Minimum ambient temperature	-10°C
Annual average temperature	25°C
Maximum daily average temperature	35°C
Maximum solar radiation	1.000 W/m <sup>2</sup>
Isokeraunic level	80
Design altitude above sea level	2.75 m
Maximum wind speed	55 m/s
Relative humidity, average	100 % rel.
Rainfall annually	3.500 mm/a
Pollution level	25 mm/kV
Seismicity	0,2 g

### 1.3 Electrical System Design Requirements

**Table 2: Electrical System Requirements**

Description	Unit	33 kV
Nominal system voltage	kV <sub>rms</sub>	33
Rated voltage	kV <sub>rms</sub>	36
Highest voltage for equipment U <sub>n</sub>	kV <sub>rms</sub>	36
Rated frequency f <sub>r</sub>	Hz	50
Rated power frequency withstand voltage	kV <sub>rms</sub>	70
Rated lightning impulse withstand voltage	kV <sub>peak</sub>	170
Rated short-circuit breaking current I <sub>sc</sub> *	kA <sub>rms</sub>	≥ 25
• Phultala Switching Station	kA <sub>rms</sub>	≥ 31,5
Duration of short-circuit	s	≥ 3
Rated peak withstand current I <sub>p</sub>	kA	≥ 63
• Phultala Switching Station	kA	≥ 80
Rated current I <sub>r</sub>	A	1.250 – 3.000
Minimum Creepage distance	mm/kV	25

### 1.4 Bay Geometry Requirements

**Table 3: Bay Geometry**

Description	Unit	33 kV
Busbars width	mm	5.000
Bay width	mm	5.000
Busbars height	mm	8.500
Overhead Transmission Line connection height	mm	8.500
Earth wire connection height	mm	11.500
Spike height	mm	2.000
Overall gantry height	mm	13.500

## 1.5 Substation General Design Requirements

The Design of the Substation shall take in consideration:

- The importance and flexibility of power system operation
- The availability of substations during reconstruction
- To minimize the interruption of the power supply during works
- The temporary solutions, like cable connections and/or temporary bays
- The available space
- The local environmental & social conditions
- The local network configuration
- The local road infrastructure
- The design of various substations shall be similar as much as possible.
- Unification and standardization shall be maintained as much as possible

## 1.6 Substation Electrical Design Requirements

Extension of EXISTING **33 kV AIS Switchgears** shall be provided. Existing **33 kV AIS Switchgears** are all different, with various numbers of diameters. On several locations, new diameter(s) will be required.

Also, one (1) NEW 33 kV Switching station shall be required.

On almost all locations, one (1) NEW Transmission line bay will be required, while on some locations up to four (4) NEW transmission line/cable bays will be required.

On each substation, extension of EXISTING **Control and Relay Protection and Metering system**, will be required,

On each substation, extension of EXISTING **AC & DC auxiliary power supply**, will be required:

On each substation, only limited civil works will be required, mainly:

- ❖ Extension of EXISTING Gantry structure and NEW gantry foundations, as required
- ❖ NEW Equipment support structure and Foundations for equipment support structure
- ❖ Extension of EXISTING Earthing system and lightning protection system, as required
- ❖ Adaptation of EXISTING Control building, as required, for the scope of works

## 1.7 New 33 kV Switching station

One (1) new Switching station shall be provided. Seven (7) new 33 kV Diameter shall be provided, with three (3) + three (3) power transformer bays (from nearby PGCB substation) and six (6) transmission line bays and two (2) cable bays.

New **Control and Relay Protection and Metering system**, shall be installed, including but not limited to:

- One (1) Substation Control System (SCS) Panel for complete substation
- One (1) Auxiliary SAS Control Panel (Common BCU), Remote I/O unit, for complete substation
- One (1) Firewall / Router / Next Generation Threat Preventive Security Gateway
- One (1) Gateway and one (1) Redundant Gateway
- One (1) GPS Synchronized NTP Server
- Two (2) Substation Human Machine Interface (HMI), complete with monitors, keyboards, etc
- One (1) Engineering Working Station (EWS), complete with monitors, keyboards, etc
- Two (2) Printers
- Ethernet Switch(s) and Redundant Ethernet Switch(s)
- Communication network
- Control & Protection & Metering panel for each 33 kV Overhead Transmission Line or Cable Bay
- Control & Protection & Metering panel for each 33 kV Power transformer bay
- Automatic Voltage Regulation (AVR) with automatic/manual tap changing functionality shall be integrated in each 33 kV Power transformer bay Control & Protection & Metering panel
- Control & Protection & Metering shall be included in each 11 kV cubicle
- Energy Meters shall be incorporated with SCADA and SAS through MODBUS/DLM COSEM Protocol

New **AC & DC auxiliary power supply**, shall be installed, including:

AC 415 V, 50 Hz Switchgear, complete

- One (1) or Two (2) AC 415 V, 50 Hz, Incoming Cubicle(s) / Main Distribution Board(s)
- One (1) AC 415 V, 50 Hz, Main Distribution / Essential power supply cubicle
- One (1) new outdoor panel/box with AC 415 V, 50 Hz, 300 A adjustable MCCB, shall be installed in each 33 kV switchyard, with 3\*95 sq.mm 415V UG cable connected from ACDB

DC 110 V Switchgear, complete

- One (1) DC 110 V, Main Distribution Board(s)
- Two (2) 415 V, 50 Hz AC / 110 V DC Battery Chargers
- Two (2) 110 V DC Battery, NiCd, 200 Ah

- Metal structure,
- Earthing system
- Lightning protection system
- Outdoor lighting
- Cables,
- Etc

Two (2) **33/0.4 kV, 200 kVA, auxiliary power transformers** shall be installed on the switching station.

Complete civil works shall be required:

- ❖ Access road, main gate, boundary wall & guard house
- ❖ Internal roads and paths and parking space
- ❖ Substation area, including internal fence, internal gates and cable channels
- ❖ Gantry structure and gantry foundations
- ❖ Equipment support structure and Foundations for equipment support structure
- ❖ Earthing system and lightning protection system and
- ❖ Control building

## **2. Environmental and Social Management Plan (ESMP)**

### **2.1 Applicable Standards**

The ESHS performance of the project shall comply with national legislation as well as with KfW Sustainability Guidelines and international best practice. The relevant requirements will be incorporated to the ESMP that will be annexed to the tender documents.

### **2.2 Anticipated Impacts**

At the present stage of design, the following impacts have been broadly identified:

1. Environmental Impacts:

- Resources and waste
- Geology, Soils and Contaminated land
- Water Environment
- Air Quality and Climatic factors
- Noise and Vibration
- Biodiversity and Natural Habitats
- Landscape and Visual Impacts

2. Socioeconomic Impacts

- Displacement of Existing Land Uses, Property and People
- Economic benefits to households and to the local community
- Community Health and Safety
- Working Conditions

3. Cultural Heritage Impacts

- Cultural heritage (known and potential)

### **2.3 Organizational capacity**

The Bidder shall appoint competent ESHS personnel for the duration of the contract. (Reference is made to Form PER 5.7) Personnel required shall include:

- A health and safety expert
- A social expert
- An environmental expert

The required profiles of the ESHS personnel are the following:

- **Environmental Expert:** University degree in Engineering or Environmental studies. The Environmental Expert must have relevant 7-10 years' work experience, with at least one international project over the past five years, including implementation of environmental management plans of infrastructure projects.
- **Social Expert:** University degree in Engineering or in Social studies. The Social Expert must have relevant 7-10 years' work experience, with at least one international project over the past five years, including implementation of social risk management and mitigation plans in infrastructure projects. This person should have experience of resettlement in infrastructure projects, community consultations/outreach, designing and implementing grievance redress mechanisms, community-based projects etc.
- **H&S Expert:** University degree in Engineering and accredited OHS professional - The H&S Expert must have relevant 7-10 years' work experience, with at least one international project technically similar in complexity, involving transmission lines and substations.

An individual expert may cover two expert positions (as above) if the proposed candidate is able to demonstrate the required expertise. For instance, the Environmental Expert or the Social Expert may also cover the H&S Expert position provided they have the required Occupation and Community Health and Safety qualifications and experience.

Personal profiles could be merged but the qualification of the respective Expert(s) must be explicitly and sufficiently shown by the bidder.



## 2.4 ESMP for new Substations

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
<b>A. General Requirements for ESHS Management</b>			
1.	Responsibilities and Liabilities	<ul style="list-style-type: none"> <li>Ensure that all workers, suppliers and possible subcontractors are familiar and comply with the ESHS requirements and specifications of this ESMP</li> </ul>	<ul style="list-style-type: none"> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Adjust this ESMP to the specific project, define the frequency of the monitoring procedure and share it with WZPDCL and KfW.</li> </ul>	<ul style="list-style-type: none"> <li>Review of Contracts to ensure that Project requirements are included.</li> </ul>
		<ul style="list-style-type: none"> <li>Identify if further Management Plans must be prepared</li> </ul>	<ul style="list-style-type: none"> <li>Review prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
2.	Resources allocated to ESHS Management	<ul style="list-style-type: none"> <li>Assign ESHS responsible staff and define the requirements and responsibilities. Responsible for contact with stakeholders (Relations officer or Community Liaison officer)</li> </ul>	<ul style="list-style-type: none"> <li>Review prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
		<ul style="list-style-type: none"> <li>Senior Management E&amp;S Key Account for Project and E&amp;S Compliance Officer from WZPDCL plus qualified people by the Contractor to be responsible for and to oversee environmental, social, and occupational health and safety performance at the project site.</li> </ul>	<ul style="list-style-type: none"> <li>Check for ESHS responsible staff name and qualifications</li> </ul>
3.	Reporting	<ul style="list-style-type: none"> <li>Reporting of progress and incidents, accidents, observations, near misses.</li> </ul>	<ul style="list-style-type: none"> <li>Review once prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
			<ul style="list-style-type: none"> <li>Review during project implementation for coherent records.</li> </ul>
4.	Code of Conduct	<ul style="list-style-type: none"> <li>Establish a Code of Conduct taking into consideration legislation, safety rules, substance abuse, environmental sensitivity, communicable diseases, gender issues (sexual harassment), respect for local beliefs and customs, community interactions etc.</li> </ul>	<ul style="list-style-type: none"> <li>Review of Code of Conduct induction records</li> </ul>
			<ul style="list-style-type: none"> <li>Review of reported punishable or misconduct behaviour</li> </ul>
			<ul style="list-style-type: none"> <li>Review of grievance records</li> </ul>
5.	ESHS Training	<ul style="list-style-type: none"> <li>Provide H&amp;S induction and training and awareness to the workforce regarding H&amp;S risks and mitigation measures (including indirect workers) tailored to Project scope.</li> </ul>	<ul style="list-style-type: none"> <li>Review of training records</li> </ul>
<b>B. Protection of the Environment</b>			
6.	Protection of adjacent areas	<ul style="list-style-type: none"> <li>Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.</li> </ul>	<ul style="list-style-type: none"> <li>Check records of weather forecast review and inspection of the site conditions prior to excavation.</li> </ul>
		<ul style="list-style-type: none"> <li>Carry out excavation works in cut off ditches to prevent water from entering excavations.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection and Visual check of excavation during random site inspections</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure that work site boundaries and limits are in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries</li> </ul>	<ul style="list-style-type: none"> <li>Site inspection prior to commencement of activities.</li> </ul>
		<ul style="list-style-type: none"> <li>After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and allows natural regeneration of vegetation</li> </ul>	<ul style="list-style-type: none"> <li>Periodic site visit and visual inspection and comparison with adjacent undisturbed areas</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
		<ul style="list-style-type: none"> <li>Minimise visual impacts</li> </ul>	<ul style="list-style-type: none"> <li>Visual inspection and comparison with adjacent undisturbed areas and review of grievance records</li> </ul>
7.	Selection of borrow areas, backfill material stockpile sites and access road	<ul style="list-style-type: none"> <li>Select borrow areas or areas to be excavated, backfill material stockpile locations and access roads if applicable.</li> <li>Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution</li> <li>Deposit any excess material in areas approved by local authorities</li> <li>Locate disposal site on low value land.</li> </ul>	<ul style="list-style-type: none"> <li>Designated areas selected during site selection</li> </ul>
8.	Pollution prevention	<ul style="list-style-type: none"> <li>Ensure all works carried out minimise pollution risk (e.g. liquid effluents, air emissions, noise and vibration management, vehicle and equipment maintenance and selection, fuel, oil and chemical storage and handling) including the whole duration of the Project.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection.</li> <li>Site visit to ensure that potential pollutants are not stored and handled within 50 m of sensitive receptors (particularly watercourses).</li> <li>Review of grievance records</li> </ul>
9.	Effluents	<ul style="list-style-type: none"> <li>Ensure appropriate containment and storage of construction wastewater, including sanitary water. No untreated effluent is discharged.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection.</li> <li>Check for signs of untreated wastewater discharge.</li> <li>Review of grievance records</li> </ul>
10.	Emissions and dust	<ul style="list-style-type: none"> <li>Use to the extent possible, vehicles in appropriate technical conditions. Provide emissions control equipment where applicable (e.g. filters).</li> <li>Use low sulphur content fuels, in line with legal provisions in force as well as local availability.</li> <li>Ensure vehicles are switched off when not in use. Sensitise drivers.</li> <li>Best practice to ensure minimization of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.</li> <li>Ensure speed limits on site. Sensitise drivers.</li> </ul>	<ul style="list-style-type: none"> <li>Prior to commencement of works and each time new equipment/vehicle is used at the site.</li> <li>Review of grievance records.</li> <li>Visual inspection on regular basis</li> <li>Regular documentation of inspection based on technical specification sheet</li> <li>Regular site inspection and engines switched off when visiting the site</li> <li>Regular site inspection Watering conducted; no dust emissions are observed.</li> <li>Random site inspection</li> <li>Physical presence of speed signs</li> <li>Review of grievance records</li> <li>Review of accident/incident records</li> <li>Review of training records</li> </ul>
11.	Noise and vibration	<ul style="list-style-type: none"> <li>Avoid operations and vehicle movements at night.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>No work conducted between 10 pm and 7 am</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
		<ul style="list-style-type: none"> <li>• Set traffic speed limits. Sensitise drivers.</li> <li>• Locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Make sure that noise levels don't exceed 120db in case of equipment or vehicle use.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of grievance records</li> <li>• Review of accident/incident records</li> <li>• Review of training records</li> <li>• Random site inspection</li> <li>• Physical presence of speed signs</li> <li>• Review of grievance records</li> <li>• Review of accident/incident records</li> <li>• Review of training records</li> <li>• Once prior to commencement of works</li> <li>• Distances between equipment and receptors are kept</li> <li>• Monitor noise levels in case equipment is used</li> <li>• Review of grievance records</li> </ul>
12.	Waste Management	<ul style="list-style-type: none"> <li>• Identify waste management facilities and waste management contractors.</li> <li>• Ensure disposal through waste contractors licensed for treatment/removal/recycling of each of the waste types.</li> <li>• Ensure that all wastes produced are properly collected, segregated, stored, transported and treated</li> <li>• Minimise the waste production to the extent possible.</li> <li>• Document all waste related operations (type of wastes, quantities produced etc.).</li> <li>• Appropriate and safe storage of fuels, construction materials, wastes and any materials that can cause spills (e.g. batteries from energy generators).</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect waste management facilities</li> <li>• Proof of contractors' certifications</li> <li>• Review of waste transfer records</li> <li>• Waste collection areas existent, waste inventories</li> <li>• Review of waste transfer records</li> <li>• Records of waste production are kept</li> <li>• Monitor (e.g. monthly) the amount of waste produced</li> <li>• Review of training records</li> <li>• Storage, transport and treatment of waste is documented</li> <li>• Review of waste transfer records</li> <li>• Review of waste inventories</li> <li>• Random site inspection</li> <li>• Check for safe storage of materials</li> <li>• Spill response and remediation equipment in place</li> <li>• Interview workers for awareness of the procedures</li> </ul>
13.	Site rehabilitation	<ul style="list-style-type: none"> <li>• Ensure revegetation and restoration of cleared areas where possible after construction using native species.</li> </ul>	<ul style="list-style-type: none"> <li>• One-time inspection after construction</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
			<ul style="list-style-type: none"> <li>• Visual check that revegetation is completed</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure that rehabilitated areas don't pose health and safety risks (such as holes, ponds).</li> </ul>	<ul style="list-style-type: none"> <li>• Inspection after construction</li> <li>• Inspection after heavy rainfalls and snow</li> <li>• Visual check that reinstatement is completed</li> </ul>
		<ul style="list-style-type: none"> <li>• Reinstatement of construction working area to the best possible after construction activities are completed.</li> </ul>	<ul style="list-style-type: none"> <li>• One-time inspection after construction</li> <li>• Inspection after heavy rainfalls and snow</li> <li>• Visual check that reinstatement is completed</li> </ul>
		<ul style="list-style-type: none"> <li>• Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Inspection after construction</li> <li>• Inspection after heavy rainfalls and snow</li> <li>• Visual check that revegetation is completed</li> </ul>
<b>C. Health and Safety</b>			
14.	Health and Safety	<ul style="list-style-type: none"> <li>• Develop a Health and Safety Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Review of H&amp;S Plan</li> </ul>
		<ul style="list-style-type: none"> <li>• Sloping by cutting back the trench wall at an angle inclined away from the excavation. Installing supports to prevent soil movement and cave-ins. Shielding will be required to protect workers. It shall be designed a protective system.</li> </ul>	<ul style="list-style-type: none"> <li>• Regular inspections of excavation sites</li> <li>• Regular monitoring of excavation practices</li> <li>• Reporting fall incident and rear misses</li> </ul>
		<ul style="list-style-type: none"> <li>• Use of fall prevention devices, including safety belt and lanyard, travel limiting devices to prevent access to fall hazard area, or fall protection devices such as full body harnesses used in conjunction with shock absorbing lanyards or self-retracting inertial fall arrest devices attached to fixed anchor point or horizontal lifelines.</li> </ul>	<ul style="list-style-type: none"> <li>• Regular inspections of fall protection equipment</li> <li>• Spot checks to verify height work procedures</li> <li>• Reporting fall incident and rear misses</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure lifting equipment is based on a risk assessment and suitable for the task for which it will be used.</li> </ul>	<ul style="list-style-type: none"> <li>• Regular inspections of lifting equipment</li> <li>• Spot checks to verify lifting procedures</li> </ul>
		<ul style="list-style-type: none"> <li>• Provide appropriate security personnel to prevent unauthorised entry into the construction area.</li> <li>• Employ a night watchman for periods of significant on-site storage</li> <li>• Ensure there is proper fencing around the construction site perimeter.</li> <li>• Ensure the construction site has controlled access points allowing for close monitoring of entry and exit.</li> </ul>	<ul style="list-style-type: none"> <li>• Regular audits of security measures</li> <li>• Regularly update access permissions</li> <li>• Regularly review logs</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure the design of the electrical installation is in accordance with current legislation, in technical terms of safety.</li> <li>• Ensure, before starting the work, that there are no electric cables underground and, if they exist, the competent services must indicate the exact location.</li> <li>• Ensure only qualified persons allowed to do works with energized parts.</li> </ul>	<ul style="list-style-type: none"> <li>• Regular safety audits and inspections</li> <li>• Continuous training and drills</li> <li>• Incident reporting and analysis</li> </ul>
		<ul style="list-style-type: none"> <li>• Maintain high standard in housekeeping on site. Construction materials and light equipment should be stored properly.</li> </ul>	<ul style="list-style-type: none"> <li>• Random site inspection</li> <li>• Visual verification of good housekeeping on-site</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
15.	Incident/Accident Reporting	<ul style="list-style-type: none"> <li>Ensure all E&amp;S related incidents (e.g. observations, accidents) on site are recorded and followed up properly.</li> </ul>	<ul style="list-style-type: none"> <li>Incident recording process in place</li> <li>Check incident/accident records</li> </ul>
16.	Personal protective equipment	<ul style="list-style-type: none"> <li>Ensure the provision of Personal Protective Equipment (PPE) for workers (hardhats, masks, safety glasses, safety boots etc. depending on activity type).</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>PPE used by everyone on-site</li> <li>Training performed and recorded</li> </ul>
17.	Emergency scenarios prevention	<ul style="list-style-type: none"> <li>Ensure immediate cleaning of any spills and remediation of contaminated areas after construction.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection after spill events</li> <li>One-time inspection after construction</li> <li>Review of training records</li> <li>Check that Emergency Response Team (ERT) is in place</li> </ul>
		<ul style="list-style-type: none"> <li>Provide necessary prevention equipment and teams on site in line with applicable regulations to respond to emergency scenarios e.g. fire, explosion, floods, natural hazards etc.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection</li> <li>Check that team and list of equipment are in place</li> <li>Training performed and recorded</li> </ul>
18.	First-Aid	<ul style="list-style-type: none"> <li>Ensure minimum first aid provisions on site (suitably stocked first-aid kits; a person, respectively an adequate number of first-aid helpers and ensure that staff and workers are informed about first-aid arrangements)</li> </ul>	<ul style="list-style-type: none"> <li>Regular monitoring of first aid kits</li> <li>Suitable first aid kits on site</li> <li>Review of first aiders' certificate</li> <li>Ensure the presence of first aid helpers in all shifts</li> </ul>
19.	Access to health care	<ul style="list-style-type: none"> <li>Ensure the workforce has access to primary healthcare on site, providing prescriptions and vaccinations.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>Check that healthcare is available on site</li> <li>Review of medical records (in case not confidential)</li> <li>Review of grievance records</li> </ul>
		<ul style="list-style-type: none"> <li>In case more than 35 workers are present on site, ensure that a hospital, medical clinic or a health centre can be reached within a period of 45 minutes.</li> </ul>	<ul style="list-style-type: none"> <li>Medical centres in the proximity of the site identified once prior the commencement of works.</li> </ul>
20.	Hygiene, accommodation and food of Workers	<ul style="list-style-type: none"> <li>Ensure provision of Health and Safety (H&amp;S) and hygienic and sanitary facilities at the site, including shaded welfare areas, bathrooms, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees.</li> </ul>	<ul style="list-style-type: none"> <li>Campsite inspection prior to accommodation of the workers.</li> <li>Regular inspection.</li> <li>Review of grievance records</li> <li>Check for appropriate H&amp;S and sanitary facilities provided at site</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure the provision of adequate space, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, fire and disease-carrying animals, adequate sanitary and washing facilities, adequate lighting, and basic medical services, in accordance with all applicable health and safety regulations and norms.</li> </ul>	<ul style="list-style-type: none"> <li>Campsite inspection prior to accommodation of the workers.</li> <li>Regular inspection</li> <li>Review of grievance records</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
			<ul style="list-style-type: none"> <li>• Check for appropriate conditions for workers on site</li> </ul>
		<ul style="list-style-type: none"> <li>• Report any occurrence of any communicable diseases amongst the workforce (STD, HIV/AIDS, TB, malaria and Hepatitis B and C). Sensitise workers.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of diseases register and disease prevention programme if available.</li> <li>• Review of training records</li> <li>• Check for a communicable disease register</li> </ul>
<b>D. Labour and relations with local communities</b>			
21.	Labour conditions	<ul style="list-style-type: none"> <li>• Ensure minimum legal labour standards as per ILO regulations (child/forced labour, sexual assault, no discrimination, equal opportunities, working hours, minimum wages) are met.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of Inspection reports (also from labour authorities),</li> <li>• Review of grievance records</li> <li>• Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure that all direct and indirect workers have access to and are aware about the Grievance Mechanism where they can raise workplace relevant complaints anonymously.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of grievance register</li> <li>• Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure all workers have the same rights and are treated equally.</li> </ul>	<ul style="list-style-type: none"> <li>• Random site inspection</li> <li>• Review of grievance register</li> <li>• Check that a non-discrimination policy in place</li> </ul>
22.	Local recruitment	<ul style="list-style-type: none"> <li>• Ensure local communities are preferred for the supply of goods and services to the Project and Project personnel, where appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• Review procurement and employment rules and records showing local recruitment</li> <li>• Review of grievance register</li> </ul>
23.	Community interaction	<ul style="list-style-type: none"> <li>• Engage/ communicate/inform communities. Ensure consultations with the local authorities and communities regarding the construction. Obtain local knowledge regarding chance finds and land acquisition matters.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of grievance register</li> <li>• Minutes of consultation meetings</li> </ul>
		<ul style="list-style-type: none"> <li>• Initiate an efficient Grievance Mechanism to allow potentially affected individuals to raise their concerns.</li> </ul>	Review of grievance register
		<ul style="list-style-type: none"> <li>• Engage with the local community and potential affected households to understand their needs and identify the risk of damage to their livelihood basis through the Project.</li> <li>• Should land acquisition be inevitable, a timely and fair compensation should be given to all affected people?</li> </ul>	<ul style="list-style-type: none"> <li>• Review of grievance register and meeting minutes</li> <li>• Refer to Management Plan for Land Acquisition and Compensation if needed</li> </ul>
24.	Damage to people and property	<ul style="list-style-type: none"> <li>• Ensure all contractors implement codes of conduct concerning employment and workforce behaviour (including but not limited to safety rules, zero tolerance for substance abuse, environmental sensitivity of the area, dangers of sexually transmissible diseases and HIV/AIDS, gender equality and sexual harassment, respect for the beliefs and customs of the populations and community relations in general).</li> </ul>	<ul style="list-style-type: none"> <li>• Refer to Code of Conduct</li> <li>• Worker interviews</li> <li>• Review of grievance log</li> </ul>
		<ul style="list-style-type: none"> <li>• Ensure that site areas are provided with appropriate security, fencing, signage and lighting. Use hazard notices/signs/barriers to protect children and other</li> </ul>	<ul style="list-style-type: none"> <li>• Inspection prior to the activities to check the H&amp;S</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
		vulnerable people from harm and prevent access to non-workers.	<p>planning of construction site is done and items installed</p> <ul style="list-style-type: none"> <li>• Random site inspection</li> <li>• Review of grievance register</li> </ul>
25.	Land acquisition and land take	<ul style="list-style-type: none"> <li>• Avoid to the extent possible land take of both formal and informal landowners/land users. If land take is inevitable, no forced eviction should take place.</li> </ul>	Once during site selection
		<ul style="list-style-type: none"> <li>• Owners should be compensated prior to access to land.</li> </ul>	Review of grievance log
		<ul style="list-style-type: none"> <li>• Engage with the local community to understand the land ownership and land use.</li> </ul>	<ul style="list-style-type: none"> <li>• Follow up of land acquisition / compensation process</li> </ul>
26.	Traffic management	<ul style="list-style-type: none"> <li>• Ensure safe driving by Project personnel (e.g. through training/induction).</li> </ul>	<ul style="list-style-type: none"> <li>• Review of training records of Driver as part of Induction training</li> </ul>
		<ul style="list-style-type: none"> <li>• Target signage and outreach activities to improve public awareness of traffic changes and potential hazards for high-risk sections of public roads, including near the site and laydown areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Inspection of traffic routes</li> <li>• Review of grievance register</li> <li>• Warning signs</li> <li>• Minutes of Meetings</li> </ul>
27.	Fossils / Archaeological Chance Finds	<ul style="list-style-type: none"> <li>• Establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils.</li> <li>• Ensure all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) are reported immediately to the relevant authority and avoid excavation in the ultimate neighborhood of a chance find, fence the chance find and await instructions from the competent authority.</li> </ul>	<ul style="list-style-type: none"> <li>• Site inspection</li> <li>• Notification records to relevant authority</li> <li>• Training records,</li> <li>• Records about chance finds</li> </ul>

## 2.5 ESMP for Bay Extensions

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
<b>A. General Requirements for ESHS Management</b>			
1.	Responsibilities and Liabilities	<ul style="list-style-type: none"> <li>Ensure that all workers, suppliers and possible subcontractors are familiar and comply with the ESHS requirements and specifications of this ESMP</li> </ul>	<ul style="list-style-type: none"> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Adjust this ESMP to the specific project, define the frequency of the monitoring procedure and share it with WZPDCL and KfW.</li> </ul>	<ul style="list-style-type: none"> <li>Review of Contracts to ensure that Project requirements are included.</li> </ul>
		<ul style="list-style-type: none"> <li>Identify if further Management Plans must be prepared</li> </ul>	<ul style="list-style-type: none"> <li>Review prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
2.	Resources allocated to ESHS Management	<ul style="list-style-type: none"> <li>Assign ESHS responsible staff and define the requirements and responsibilities. Responsible for contact with stakeholders (Relations officer or Community Liaison officer)</li> </ul>	<ul style="list-style-type: none"> <li>Review prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
		<ul style="list-style-type: none"> <li>Senior Management E&amp;S Key Account for Project and E&amp;S Compliance Officer from WZPDCL plus qualified people by the Contractor to be responsible for and to oversee environmental, social, and occupational health and safety performance at the project site.</li> </ul>	<ul style="list-style-type: none"> <li>Check for ESHS responsible staff name and qualifications</li> </ul>
3.	Reporting	<ul style="list-style-type: none"> <li>Reporting of progress and incidents, accidents, observations, near misses.</li> </ul>	<ul style="list-style-type: none"> <li>Review once prior to finalization of Project-specific ESMP (CESMP)</li> </ul>
			<ul style="list-style-type: none"> <li>Review during project implementation for coherent records.</li> </ul>
4.	Code of Conduct	<ul style="list-style-type: none"> <li>Establish a Code of Conduct taking into consideration legislation, safety rules, substance abuse, environmental sensitivity, communicable diseases, gender issues (sexual harassment), respect for local beliefs and customs, community interactions etc.</li> </ul>	<ul style="list-style-type: none"> <li>Review of Code of Conduct induction records</li> </ul>
			<ul style="list-style-type: none"> <li>Review of reported punishable or misconduct behaviour</li> </ul>
			<ul style="list-style-type: none"> <li>Review of grievance records</li> </ul>
5.	ESHs Training	<ul style="list-style-type: none"> <li>Provide H&amp;S induction and training and awareness to the workforce regarding H&amp;S risks and mitigation measures (including indirect workers) tailored to Project scope.</li> </ul>	<ul style="list-style-type: none"> <li>Review of training records</li> </ul>
<b>B. Protection of the Environment</b>			
6.	Pollution prevention	<ul style="list-style-type: none"> <li>Ensure all works carried out minimise pollution risk (e.g. liquid effluents, air emissions, noise and vibration management, vehicle and equipment maintenance and selection, fuel, oil and chemical storage and handling) including the whole duration of the Project.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection.</li> <li>Site visit to ensure that potential pollutants are not stored and handled within 50 m of sensitive receptors (particularly watercourses).</li> <li>Review of grievance records</li> </ul>



Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
7.	Effluents	<ul style="list-style-type: none"> <li>Ensure appropriate containment and storage of construction wastewater, including sanitary water. No untreated effluent is discharged.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection.</li> <li>Check for signs of untreated wastewater discharge.</li> <li>Review of grievance records</li> </ul>
8.	Emissions and dust	<ul style="list-style-type: none"> <li>Use to the extent possible, vehicles in appropriate technical conditions. Provide emissions control equipment where applicable (e.g. filters).</li> </ul>	<ul style="list-style-type: none"> <li>Prior to commencement of works and each time new equipment/vehicle is used at the site.</li> <li>Review of grievance records.</li> <li>Visual inspection on regular basis</li> </ul>
		<ul style="list-style-type: none"> <li>Use low sulphur content fuels, in line with legal provisions in force as well as local availability.</li> </ul>	<ul style="list-style-type: none"> <li>Regular documentation of inspection based on technical specification sheet</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure vehicles are switched off when not in use. Sensitise drivers.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection and engines switched off when visiting the site</li> </ul>
		<ul style="list-style-type: none"> <li>Best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.</li> </ul>	<ul style="list-style-type: none"> <li>Regular site inspection</li> <li>Watering conducted; no dust emissions are observed.</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure speed limits on site. Sensitise drivers.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>Physical presence of speed signs</li> <li>Review of grievance records</li> <li>Review of accident/incident records</li> <li>Review of training records</li> </ul>
9.	Noise and vibration	<ul style="list-style-type: none"> <li>Avoid operations and vehicle movements at night.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>No work conducted between 10 pm and 7 am</li> <li>Review of grievance records</li> <li>Review of accident/incident records</li> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Set traffic speed limits. Sensitise drivers.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>Physical presence of speed signs</li> <li>Review of grievance records</li> <li>Review of accident/incident records</li> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Locate stationary equipment (such as power generators) as far as possible from nearby</li> </ul>	<ul style="list-style-type: none"> <li>Once prior to commencement of works</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
		receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Make sure that noise levels don't exceed 120db in case of equipment or vehicle use.	<ul style="list-style-type: none"> <li>• Distances between equipment and receptors are kept</li> <li>• Monitor noise levels in case equipment is used</li> <li>• Review of grievance records</li> </ul>
10.	Waste Management	<ul style="list-style-type: none"> <li>• Identify waste management facilities and waste management contractors.</li> <li>• Ensure disposal through waste contractors licensed for treatment/removal/recycling of each of the waste types.</li> <li>• Ensure that all wastes produced are properly collected, segregated, stored, transported and treated</li> <li>• Minimise the waste production to the extent possible.</li> <li>• Document all waste related operations (type of wastes, quantities produced etc.).</li> <li>• Appropriate and safe storage of fuels, construction materials, wastes and any materials that can cause spills (e.g. batteries from energy generators).</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect waste management facilities</li> <li>• Proof of contractors' certifications</li> <li>• Review of waste transfer records</li> <li>• Waste collection areas existent, waste inventories</li> <li>• Review of waste transfer records</li> <li>• Records of waste production are kept</li> <li>• Monitor (e.g. monthly) the amount of waste produced</li> <li>• Review of training records</li> <li>• Storage, transport and treatment of waste is documented</li> <li>• Review of waste transfer records</li> <li>• Review of waste inventories</li> <li>• Random site inspection</li> <li>• Check for safe storage of materials</li> <li>• Spill response and remediation equipment in place</li> <li>• Interview workers for awareness of the procedures</li> </ul>
<b>C. Health and Safety</b>			
11.	Health and Safety	<ul style="list-style-type: none"> <li>• Develop a Health and Safety Plan</li> <li>• Sloping by cutting back the trench wall at an angle inclined away from the excavation. Installing supports to prevent soil movement and cave-ins. Shielding will be required to protect workers. It shall be designed a protective system.</li> <li>• Use of fall prevention devices, including safety belt and lanyard, travel limiting devices to</li> </ul>	<ul style="list-style-type: none"> <li>• Review of H&amp;S Plan</li> <li>• Regular inspections of excavation sites</li> <li>• Regular monitoring of excavation practices</li> <li>• Reporting fall incident and rear misses</li> <li>• Regular inspections of fall protection</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
		<p>prevent access to fall hazard area, or fall protection devices such as full body harnesses used in conjunction with shock absorbing lanyards or self-retracting inertial fall arrest devices attached to fixed anchor point or horizontal lifelines.</p> <ul style="list-style-type: none"> <li>• Ensure lifting equipment is based on a risk assessment and suitable for the task for which it will be used.</li> <li>• Provide appropriate security personnel to prevent unauthorised entry into the construction area.</li> <li>• Employ a night watchman for periods of significant on-site storage</li> <li>• Ensure there is proper fencing around the construction site perimeter.</li> <li>• Ensure the construction site has controlled access points allowing for close monitoring of entry and exit.</li> <li>• Ensure the design of the electrical installation is in accordance with current legislation, in technical terms of safety.</li> <li>• Ensure, before starting the work, that there are no electric cables underground and, if they exist, the competent services must indicate the exact location.</li> <li>• Ensure only qualified persons allowed to do works with energized parts.</li> <li>• Maintain high standard in housekeeping on site. Construction materials and light equipment should be stored properly.</li> </ul>	<p>equipment</p> <ul style="list-style-type: none"> <li>• Regular inspections of lifting equipment</li> <li>• Regular audits of security measures</li> <li>• Regularly update access permissions</li> <li>• Regularly review logs</li> <li>• Regular safety audits and inspections</li> <li>• Continuous training and drills</li> <li>• Incident reporting and analysis</li> <li>• Random site inspection</li> <li>• Visual verification of good housekeeping on-site</li> </ul>
12.	Incident/Accident Reporting	<ul style="list-style-type: none"> <li>• Ensure all E&amp;S related incidents (e.g. observations, accidents) on site are recorded and followed up properly.</li> </ul>	<ul style="list-style-type: none"> <li>• Incident recording process in place</li> <li>• Check incident/accident records</li> </ul>
13.	Personal protective equipment	<ul style="list-style-type: none"> <li>• Ensure the provision of Personal Protective Equipment (PPE) for workers (hardhats, masks, safety glasses, safety boots etc. depending on activity type).</li> </ul>	<ul style="list-style-type: none"> <li>• Random site inspection</li> <li>• PPE used by everyone on-site</li> <li>• Training performed and recorded</li> </ul>
14.	Emergency scenarios prevention	<ul style="list-style-type: none"> <li>• Ensure immediate cleaning of any spills and remediation of contaminated areas after construction.</li> <li>• Provide necessary prevention equipment and teams on site in line with applicable regulations to respond to emergency scenarios e.g. fire, explosion, floods, natural hazards etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Random site inspection after spill events</li> <li>• One-time inspection after construction</li> <li>• Review of training records</li> <li>• Check that Emergency Response Team (ERT) is in place</li> <li>• Regular site inspection</li> <li>• Check that team and list of equipment are in place</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
15.	First-Aid	<ul style="list-style-type: none"> <li>Ensure minimum first aid provisions on site (suitably stocked first-aid kits; a person, respectively an adequate number of first-aid helpers and ensure that staff and workers are informed about first-aid arrangements)</li> </ul>	<ul style="list-style-type: none"> <li>Training performed and recorded</li> <li>Regular monitoring of first aid kits</li> <li>Suitable first aid kits on site</li> <li>Review of first aiders' certificate</li> <li>Ensure the presence of first aid helpers in all shifts</li> </ul>
16.	Access to health care	<ul style="list-style-type: none"> <li>Ensure the workforce has access to primary healthcare on site, providing prescriptions and vaccinations.</li> <li>In case more than 35 workers are present on site, ensure that a hospital, medical clinic or a health centre can be reached within a period of 45 minutes.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>Check that healthcare is available on site</li> <li>Review of medical records (in case not confidential)</li> <li>Review of grievance records</li> <li>Medical centres in the proximity of the site identified once prior the commencement of works.</li> </ul>
17.	Hygiene, accommodation and food of Workers	<ul style="list-style-type: none"> <li>Ensure provision of Health and Safety (H&amp;S) and hygienic and sanitary facilities at the site, including shaded welfare areas, bathrooms, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees.</li> <li>Ensure the provision of adequate space, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, fire and disease-carrying animals, adequate sanitary and washing facilities, adequate lighting, and basic medical services, in accordance with all applicable health and safety regulations and norms.</li> <li>Report any occurrence of any communicable diseases amongst the workforce (STD, HIV/AIDS, TB, malaria and Hepatitis B and C). Sensitise workers.</li> </ul>	<ul style="list-style-type: none"> <li>Campsite inspection prior to accommodation of the workers.</li> <li>Regular inspection.</li> <li>Review of grievance records</li> <li>Check for appropriate H&amp;S and sanitary facilities provided at site</li> <li>Campsite inspection prior to accommodation of the workers.</li> <li>Regular inspection</li> <li>Review of grievance records</li> <li>Check for appropriate conditions for workers on site</li> <li>Review of diseases register and disease prevention programme if available.</li> <li>Review of training records</li> <li>Check for a communicable disease register</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
<b>D. Labour and relations with local communities</b>			
18.	Labour conditions	<ul style="list-style-type: none"> <li>Ensure minimum legal labour standards as per ILO regulations (child/forced labour, sexual assault, no discrimination, equal opportunities, working hours, minimum wages) are met.</li> </ul>	<ul style="list-style-type: none"> <li>Review of Inspection reports (also from labour authorities),</li> <li>Review of grievance records</li> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure that all direct and indirect workers have access to and are aware about the Grievance Mechanism where they can raise workplace relevant complaints anonymously.</li> </ul>	<ul style="list-style-type: none"> <li>Review of grievance register</li> <li>Review of training records</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure all workers have the same rights and are treated equally.</li> </ul>	<ul style="list-style-type: none"> <li>Random site inspection</li> <li>Review of grievance register</li> <li>Check that a non-discrimination policy in place</li> </ul>
19.	Local recruitment	<ul style="list-style-type: none"> <li>Ensure local communities are preferred for the supply of goods and services to the Project and Project personnel, where appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>Review procurement and employment rules and records showing local recruitment</li> <li>Review of grievance register</li> </ul>
20.	Community interaction	<ul style="list-style-type: none"> <li>Engage/ communicate/inform communities. Ensure consultations with the local authorities and communities regarding the construction. Obtain local knowledge regarding chance finds and land acquisition matters.</li> </ul>	<ul style="list-style-type: none"> <li>Review of grievance register</li> <li>Minutes of consultation meetings</li> </ul>
		<ul style="list-style-type: none"> <li>Initiate an efficient Grievance Mechanism to allow potentially affected individuals to raise their concerns.</li> </ul>	<ul style="list-style-type: none"> <li>Review of grievance register</li> </ul>
		<ul style="list-style-type: none"> <li>Engage with the local community and potential affected households to understand their needs and identify the risk of damage to their livelihood basis through the Project.</li> <li>Should land acquisition be inevitable, a timely and fair compensation should be given to all affected people?</li> </ul>	<ul style="list-style-type: none"> <li>Review of grievance register and meeting minutes</li> <li>Refer to Management Plan for Land Acquisition and Compensation if needed</li> </ul>
21.	Damage to people and property	<ul style="list-style-type: none"> <li>Ensure all contractors implement codes of conduct concerning employment and workforce behaviour (including but not limited to safety rules, zero tolerance for substance abuse, environmental sensitivity of the area, dangers of sexually transmissible diseases and HIV/AIDS, gender equality and sexual harassment, respect for the beliefs and customs of the populations and community relations in general).</li> </ul>	<ul style="list-style-type: none"> <li>Refer to Code of Conduct</li> <li>Worker interviews</li> <li>Review of grievance log</li> </ul>
		<ul style="list-style-type: none"> <li>Ensure that site areas are provided with appropriate security, fencing, signage and lighting. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to non-workers.</li> </ul>	<ul style="list-style-type: none"> <li>Inspection prior to the activities to check the H&amp;S planning of construction site is done and items</li> </ul>

Item	Topic	Mitigation, Management and Enhancement Measures	Monitoring Procedure
			installed <ul style="list-style-type: none"> <li>• Random site inspection</li> <li>• Review of grievance register</li> </ul>
22.	Traffic management	<ul style="list-style-type: none"> <li>• Ensure safe driving by Project personnel (e.g. through training/induction).</li> <li>• Target signage and outreach activities to improve public awareness of traffic changes and potential hazards for high-risk sections of public roads, including near the site and laydown areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of training records of Driver as part of Induction training</li> <li>• Inspection of traffic routes</li> <li>• Review of grievance register</li> <li>• Warning signs</li> <li>• Minutes of Meetings</li> </ul>
23.	Fossils / Archaeological Chance Finds	<ul style="list-style-type: none"> <li>• Establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils.</li> <li>• Ensure all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) are reported immediately to the relevant authority and avoid excavation in the ultimate neighbourhood of a chance find, fence the chance find and await instructions from the competent authority.</li> </ul>	<ul style="list-style-type: none"> <li>• Site inspection</li> <li>• Notification records to relevant authority</li> <li>• Training records,</li> <li>• Records about chance finds</li> </ul>

### **3. Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works**

These general ESHS Specifications are part of the Tenders financed by KfW.

Below are described the general ESHS specifications of the Works, which will be part of the contract to be signed with WZPDCL. Generally, these are included in the tender documents, but this time they have been advanced in the prequalification process so that bidders can assess the ESHS specifications they will need to comply with. Consequently, there are some references to the contract that cannot be provided at this moment but will be furnished during the bidding process to qualified bidders.

## A. Environmental, Social, Health and Safety Management

### 1. Responsibilities and liabilities

- 1.1. In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the present Environment, Social, Health and Safety specifications (ESHS).
- 1.2. The Contractor is liable for all damages to the environment and people caused by the execution of the works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Engineer's instruction.
- 1.3. Under the Contract and as introduced by the present ESHS Specifications, the term "Project Area" means:
  - a) The land where work will be carried out; or
  - b) The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or
  - c) Quarries for aggregates, rock material and riprap; or
  - d) Borrow areas for sand and other selected material; or
  - e) Stockpiling areas for backfill material or other demolition rubble; or
  - f) Any other location, specifically designated in the Contract as a Project Area.

The term "Project Area" encompasses any individual Project Area or all Project Areas.

For the sake of clarity, Project Area is a different concept than Site under the sub-clauses of Contract Conditions.

Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications.

Site is the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor's risk.

In term of physical footprint, Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.

- 1.4. The ESHS Specifications refer to:



- a) Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e. including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas;
- b) Health and safety conditions to be maintained for the Contractor's personnel and any other person present on the Project Areas, or along access routes;
- c) Working practices and the protection of people and populations living near the Project Area but exposed to the general disturbance caused by works.

#### 1.5. Subcontractors

The Contractor shall ensure that all Subcontractors and Suppliers (in particular those for major supply items) are familiar with the ESHS requirements and guidelines valid on Site and Project Area.

#### 1.6. Applicable regulations

The Contractor must identify all applicable laws, permits and regulations in relation to the protection of the environment (water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater) and, pursuant clauses of the CC, the protection of people (labour law, indigenous populations, standards on occupational exposure, other). The Contractor must list all texts, standards and other regulatory limitations in its Project Area Environmental and Social Management Plan (PA-ESMP as specified in ESHS Specifications Sub-Clause 2.1) and specify the means taken for compliance.

## 2. ESHS Planning Documents

- 2.1. The Contractor prepares and ensures prior validation by the Engineer, implementation and regular update of the Project Area Environmental and Social Management Plan (PA-ESMP), which includes Health and Safety aspects.
- 2.2. The PA-ESMP represents the unique reference document in which the Contractor defines in detail all organisational and technical provisions implemented to satisfy the obligations of the present ESHS Specifications.
- 2.3. The Contractor defines in the PA-ESMP the number, the locations and the type of Project Area as defined in ESHS Specifications Sub-Clause 1.3. For each Project Area, unless otherwise agreed by the Engineer, the Contractor establishes site specific management strategies and implementation and monitoring plans (Site-ESMP) to manage and monitor Environmental, Social, Health and Safety (ESHS) risks, depending on the type, scope and risks of the project and as assessed in the project's Environmental and Social Impact Assessment (ESIA).

These sub-plans shall be included in the PA-ESMP and include:

- e.g. Health and Safety Plan
  - e.g. Traffic Management Plan (to ensure safety of local communities from construction traffic)
  - e.g. Water Resource Protection Plan (to prevent contamination of drinking water)
  - e.g. Boundary Marking and Protection Strategy (for mobilization and construction to prevent offsite adverse impacts)
  - e.g. Biodiversity Action Plan
  - e.g. Worksite Management Plan
  - e.g. Site Emergency Plan
  - e.g. Accommodation Plan
  - e.g. Waste Management Plan
  - e.g. Hazardous Materials Management Plan
  - e.g. Specific mitigation plan for endangered species in the wider area
  - e.g. Emergency plan
  - e.g. Community Interaction plan
- 2.4. The PA-ESMP (and the sub-plans) are structured according to the plan specified in Appendix 1 of the present ESHS Specifications.
- 2.5. PA-ESMP covers the entire period from the Contract Agreement signature date to the date of issue of the Performance Certificate by the Engineer.
- 2.6. Unless agreed otherwise by the Engineer, the PA-ESMP is written in the language of communication defined under subclauses of the CC.
- 2.7. The first draft version of the PA-ESMP is to be provided by the Contractor to the Engineer within 28 days from the date of execution of the Contract Agreement.
- 2.8. The Contractor shall proceed in accordance with the programme, subject to the Engineer's approval of the PA-ESMP. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.
- 2.9. No physical work or activity shall commence on any Project Area until such time when the PA-ESMP, and the annexed Site-ESMP corresponding to the Project Area, are approved by the Engineer.
- 2.10. During the execution of the works, whenever instructed by the Engineer, the PA-ESMP will be updated by the Contractor and reissued to the Engineer. The revised

version shall highlight the new elements incorporated in the document. Such approval shall only be withheld if the PA-ESMP shows substantial deficits.

2.11. Related to the PA-ESMP, the Contractor will be responsible for:

- a) communicating the contents of the ESMPs to their Subcontractors and Suppliers (those for major supply items) and workers and training them to ensure that they understand their respective responsibilities
- b) ensuring that adequate resources are mobilised to implement the specific Plans, including input from any specialist resources necessary to ensure effective planning and implementation of measures
- c) ensuring that the procedures established in the PA-ESMPs are complied with by their workers and Suppliers (those for major supply items)
- d) implementing effective monitoring measures listed in the PA-ESMP to ensure that the effectiveness of the activities is assessed, and any issues are promptly detected and addressed
- e) ensuring that lessons are learned, and corrective actions are taken
- f) keeping the Engineer fully informed of any Project Area ESHS issues.

### **3. Management of Non-Conformities**

3.1. Non-conformities detected during inspections carried out by the Engineer are subject to a process adapted to the severity of the situation. The non-conformities will be defined as deviations from the requirements of the applicable regulations, the present ESHS Specifications, the ESMP, and the Worksite - ESMP. Non-conformities are divided into 4 categories as follows:

- a) Notification of observation of minor non-conformities. The non-conformity results in a notification to the Contractor's Representative, followed-up by a signed notification of observation prepared by the Engineer. The multiplication of notifications of observation at the Project Area, or absence of corrective actions by the Contractor, can result in the severity of the non-conformity being raised to that of level 1.
- b) Level 1 non-conformity: Non-conformities that do not represent a serious immediate risk for health, environment, social or safety. The non-conformity is the subject of a report addressed to the Contractor and which shall be resolved within five (5) days. The Contractor addresses to the Engineer a report explaining how the non-conformity has been corrected. Further to an inspection and a favourable evaluation of effectiveness of the

corrective action, the Engineer signs a close-out report for the non-conformity. In all cases where a non-conformity of level 1 is not resolved within one (1) month, the severity of the non-conformity is raised to level 2.

- c) Level 2 non-conformities: applies to all non-conformities that represent a risk with major consequences to health and/or the environment, social or safety. The same procedure as for level 1 non-conformities is applied. Corrective action shall be taken by the Contractor within three (3) days. The Contractor addresses a report explaining the corrective actions implemented. All level 2 non-conformities, which are not resolved within one (1) month, are raised to level 3.
- d) Level 3 non-conformities: applies to all non-conformities that have resulted in damage to health or the environment, or which represent a high safety hazard or high social risk. The highest levels of the Contractor's and Engineer's hierarchies present in the Employer's country are informed immediately and the Contractor has twenty-four (24) hours to bring the situation under control. Pursuant clauses of the Particular Conditions of Contract (PC), a level 3 non-conformity results in the staged reduction of interim payments until the non-conformity has been resolved. Following the resolution of the Level 3 non-conformity the reduction(s) will be included in the next Interim Payment Certificate for payment. No interest will be paid on any reductions or suspended payment amounts. If the situation requires, and in pursuance of Particular Conditions of the Contract, the Engineer can order the suspension of work until the resolution of the non-conformity.

#### **4. Resources allocated to ESHS management**

##### **4.1. ESHS supervisors and managers**

- a) Pursuant to sub-clauses of the CC, the Contractor appoints at one or several competent Environment, Social, Health and Safety manager in charge of implementing the present ESHS Specifications.
- b) The appointment of the ESHS Manager shall include specific instruction to enforce regulations and delegated authority to take any action, measure or to issue instructions regarding their enforcement. All staff and labour within the Project Area shall be made aware of the name and authority of the ESHS managers and supervisors.
- c) The ESHS manager holds the power within the Contractor's organisation to suspend the works if considered necessary in the event of severe non-

conformities, and allocate all resources, personnel and equipment required to take any corrective action considered necessary. The ESHS Manager speaks fluently the language of communication of the Contract, and the official language of the Employer's country, if the language of communication of the Contract is not the official language.

- d) If so, required in accordance with Sub-Section Specifications (c) Personnel Requirements, ESHS supervisors represent the ESHS Manager within work teams. Their role is to ensure that the works are carried out pursuant to the present ESHS Specifications and notify the ESHS Manager of any detected non-conformities.

#### 4.2. Personnel in charge of relations with external stakeholders

- a) If so, required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor appoints an External Stakeholders Relations Manager responsible for relations local communities, administrative authorities, and representatives of economic activities located within one hour travel from the Project Area. In smaller projects, the person responsible for relations with external stakeholders can also be the ESHS Manager appointed under Sub-Clause 4.1.a) of the ESHS Specifications, providing that the latter speaks the local population language fluently.
- b) If so, required in accordance with Sub-Section Specifications (c) Personnel Requirements, the Contractor shall appoint several subject specific Community Liaison Officers.
- c) Personnel in charge of relations with external stakeholders will be based on or near the Project Area on a permanent basis.
- d) Administrations and local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor's Personnel, inside or outside the Project Area.

#### 4.3. The team, including the ESHS supervisors and manager, and the person in charge of relations with external stakeholders, will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay. Commensurate with the size and location of the project, this may include:

- a) A 4WD vehicle (unless otherwise instructed by the Engineer) and the necessary operating budget;
- b) A complete IT workstation: computer, printer, Internet access;
- c) Field equipment: GPS, digital camera;
- d) One communication equipment per person adapted to the context (mobile phone, satellite phone, or, should coverage not be adequate, a long-range two-way radio).
- e) Lists of equipment will be maintained on site for inspection by Employer.

## **5. Inspections**

- 5.1. The ESHS Manager will carry out an ESHS inspection of the facilities and Project Area on a weekly basis. A written report of reasonable length will be drafted for each weekly inspection, in a format approved by the Engineer, addressing non-conformities detected on the Project Area as specified in the present ESHS Specifications.
- 5.2. Any non-conformity shall be immediately addressed by corrective actions, which will be mentioned in the reports to the Engineer.
- 5.3. Each non-conformity will be documented by a digital photograph with captions to provide a visual illustration, explicitly indicating the location, date of inspection and the non-conformity in question.

## **6. Reporting**

- 6.1. The Contractor includes a summary of ESHS activities implemented in relation to the execution of the works during the reporting period in the monthly Progress Report (as specified in Sub-Clauses of the CC) to the Engineer. The Contractor shall report on compliance with applicable laws, permits and regulations and the project related ESHS requirements. E.G. key issues shall include monitoring results, covering amongst other issues, safety issues, incidents/accidents, need for corrective measures, conflicts amongst construction workforce or with local residents, grievances of workforce or stakeholders, any other details related to the social and environmental management and performance. Issues related to Subcontractors and Suppliers (those for major supply items) shall also be included.
- 6.2. The ESHS progress report is written exclusively in the language of communication defined under sub-clauses of the CC.
- 6.3. Specific reporting requirements related to Health and Safety are detailed in the respective section (e.g. Health and Safety, accident reporting)

## **7. Code of Conduct**

- 7.1. A Code of Conduct is established by the Contractor for the Project Areas, addressing the following: safety rules, zero tolerance for substance abuse (as defined in Clause

41 of these ESHS specifications), environmental sensitivity of areas around the Project Areas, the dangers of STDs and HIV/AIDS, gender issues (in particular sexual harassment) and respect for the beliefs and customs of the populations and community relations in general (drawing special attention to the risks of prostitution and human trafficking).

- 7.2. The rules are clearly displayed at the different Project Areas and posted in the Contractor's vehicles and machinery driving cabs.
- 7.3. The rules confirm the Contractor's commitment to implementing the ESHS provisions provided for in the Contract.
- 7.4. New Contractor's Personnel and existing Contractor's Personnel are made aware and acknowledge their understanding of the rules of procedure and the associated provisions. Rules of procedure document are initialed by all Contractors' Personnel prior to the start of any physical work at any Project Area.
- 7.5. Pursuant to Sub-Clauses of the CC, the rules of procedure include a list of acts considered as serious misconduct and which must result in dismissal from any Project Area by the Contractor, or by the Engineer if the Contractor is not acting in due course, should a Contractor's Personnel repeatedly commit an offence of serious misconduct despite awareness of the rules of procedure, and this is without prejudice to any legal action by any public authority for non-compliance with applicable regulations:
  - a) Drunkenness during working hours, leading to risks for the safety of local inhabitants, customers, users and personnel;
  - b) Punishable statements or attitudes, and sexual harassment in particular;
  - c) Violent behavior;
  - d) Intentional damage to the assets and interests of others, or the environment;
  - e) Repeated negligence or imprudence leading to damage or prejudice to the environment, the population or properties, particularly breaching provisions intended to prevent the spreading of STD and AIDS;
  - f) Drug use;
  - g) Possession and/or consumption of meat or any other part of an endangered animal or plant as defined in the Washington convention (CITES) and national regulations.

h) Entering property of neighbouring people without permission of the landowners or those cultivating/renting the land.

7.6. Serious misconduct, such as organization of sex trade (pimping), committing paedophilia, physical aggression, drug trafficking, deliberate and severe pollution, trading and/or trafficking in all or part of protected species, shall lead to immediate dismissal as of the first report of misconduct is detected, in application of the rules of procedure and labour laws.

7.7. The Contractor establishes a record for each case of serious misconduct, and a copy will be provided to the Contractor's Personnel in question, indicating all action taken to terminate the misconduct by the Contractor's Personnel in question and to bring the attention of other Contractor's Personnel to the type of incident detected. This record will be provided to the Engineer as an attachment to the ESHS progress report (see ESHS Specifications Sub-Clause 6.1.).

7.8. The Contractor shall without delay inform the Engineer who in case of serious misconduct shall immediately inform the Employer.

## **8. ESHS Training**

8.1. The Contractor prepares a training programme adequate for the works to be performed within the Project Areas and the personnel engaged in the works.

8.2. The Contractor ensures that Employees with direct responsibility for activities relevant to the Project's ESHS performance are adequately qualified and trained so that they have the knowledge and skills necessary to perform their work.

8.3. Training sessions are two-fold: introductory sessions for starting work at the Project Area, and technical training as required in relation to the execution of the works.

8.3.1. Starting work sessions are organised for each Contractor's Personnel and shall cover as a minimum:

- a) Rules of procedure;
- b) Safety rules on Project Areas;
- c) Protection of areas adjacent to Project Area;
- d) Risks relating to sexually transmitted diseases, prostitution, human trafficking, and sexual harassment;
- e) Basic health: combating malaria (if prevalent) and waterborne diseases, improving hygiene;
- f) HIV/AIDS sensitization training,



- g) Gender sensitization;
  - h) Emergency response procedures or evacuation;
  - i) Community relations training for workers interacting with local communities;
  - j) Communication of the contents of the Employment, Training and Worksite Management Plans to workers and all Subcontractors and Suppliers (in particular those for major supply items) and training them to ensure they understand their responsibilities with respect to employment, training and worksite management, incident reporting and response.
  - k) Health and Safety awareness training
  - l) The Contractor shall be responsible for informing all workers of the Worker Grievance Mechanism at the time of hiring
- 8.4. The Contractor shall ensure that adequate resources are mobilised for these trainings, including input from any specialist resources necessary to ensure effective planning and implementation of measures and that trainings are delivered in a timely manner.
- 8.5. Technical training:
- a) Training in the skills needed for tasks requiring a work permit (see ESHS Specifications Clause 27)
  - b) Training in first aid and transporting the injured
  - c) If applicable: appropriate driving skills
  - d) If applicable: the Contractor establishes and implements a transparent and binding Local Workforce and Supplier Training plan to enhance the capabilities of local people and companies, with a view to increasing local content
  - e) a matrix of training requirements showing the training frequency and interval between refresher courses and covering:
- 8.6. The Contractor details in the training programme the actions and ESHS training for all Subcontractors and Suppliers (in particular those for major supply items) or personnel of a joint venture when applicable.
- 8.7. The Contractor prepares an awareness program for local communities on the risks of prostitution, human trafficking and other forms of illegal trafficking.
- 8.8. The Contractor shall develop means of confirming that the training system is effective.

**9. Standards**

- 9.1. The Contractor complies with all applicable norms, standards and discharge limit values defined in the national regulations of the Employer's country regulations and pursuant to Sub-Clause 1.6 of the present ESHS Specifications.
- 9.2. The Contractor complies with norms, standards and discharge limit values recommended by the specialised international organisations affiliated to the United Nations, as described in ESHS Specifications 9.3 below. In the event of discrepancies in between international standards and national regulations, the Contractor shall comply with the most stringent requirements.
- 9.3. The specialised international organisations affiliated to the United Nations referred to in ESHS Specifications Sub-Clause 9.2 include:
  - a) World Bank, including the IFC and its Environmental, Health and Safety guidelines available from <http://www.ifc.org/ehsguidelines>;

For matters not addressed in the above mentioned IFC document, the most stringent of the norms, standards and discharge limit values of the following institutions shall apply:

- a) World Health Organization (WHO);
- b) International Labour Organization (ILO) in particular in pursuance to Clauses 6.20, 6.21, 6.23 and 6.24 of the PC (Part B);
- c) International Maritime Organization (IMO).

**B. Protection of the Environment and People****10. Protection of adjacent areas**

- 10.1. The Contractor shall be responsible for any foreseeable adverse environmental and social impacts arising from its activities and operations and for putting in place any necessary measures to avoid or if not possible mitigate them.
- 10.2. Pursuant to Sub-Clauses of the CC, and unless instructed otherwise by the Engineer, the Contractor uses construction methods and means of protection to avoid or minimize adverse effects that are incurred on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality in areas within any Project Area and its surroundings for the entire duration of the works.
- 10.3. Prior to the start of Project activities, the Contractor will stake out the alignments, boundaries and limits of Project sites in accordance with plan(s) agreed upon in advance with the Engineer. Contractor will establish the working strip to restrict the area of impacts to within the working

corridor and limit personnel and vehicle movements to only within working areas.

- 10.4. All Project work activities will stay within the staked-out alignments and boundaries, and outside the designated ecologically and archaeologically sensitive areas unless specifically authorised by the Employer as part of the Project.
- 10.5. Prior to construction, the Contractor shall place signs with environmental protection information in areas identified as environmentally sensitive, and other areas where sensitive flora and fauna species are situated immediately adjacent to construction areas and that may be inadvertently disturbed or damaged during construction. Sensitive areas may include, but are not limited to, nest sites, plant and wildlife species of high conservation value, site-specific habitat features to be protected.
- 10.6. Wetland areas include marshes, fens, mires or natural or artificial bodies of water, whether permanent or temporary, where water is stagnant or flowing, fresh, saline or briny, including seawater with a low-tide depth of six metres or less. Filling of all or part of a wetland area is not permitted, unless the works are necessary according to the provisions of the Contract or the instructions of the Engineer.
- 10.7. Apart from access roads, or unless instructed otherwise by the Engineer, the entire perimeter of land sites with a surface area of less than 2 hectares is physically demarcated with a fence or tape. For Project Area with a surface area of more than 2 hectares, the perimeter will be physically demarcated by a perimeter track, road, signs or any other means leaving no possible ambiguity as to the location of the Project Area perimeter.
- 10.8. Unless otherwise specified, the perimeter of the Project Area is at a distance of at least:
  - a) 50 m from any permanent water course and outside of floodable areas;
  - b) 300 m from sensitive urban services and buildings (health centre, school, water supply for populations);
  - c) 200 m from any housing; and
  - d) 300 m from housing in the specific case of work requiring the use of explosives.
- 10.9. If the footprint of the works is located in the situations a) to d) of the ESHS Specifications Sub-Clause 10.8 above, and unless agreed upon otherwise by the Engineer, the Contractor will contract a bailiff to make a sworn statement regarding the existence and conditions of residential buildings situated around the site with a distance specified in Sub-Clause 10.8 above.

- 10.10. The Contractor shall perform a topographic survey of all additional areas and facilities, including ground elevations to reinstate the land after termination of the works; this includes recording all perimeter GPS coordinates; and ensuring that the entire area proposed for land take or temporary usage is included in the survey and recorded via photographs. Access roads shall be identified as new, upgraded or existing. All data, including GPS coordinates, shall be provided electronically to the Engineer.
- 10.11. The bailiff's sworn statement is prepared and provided to the Engineer with the Site-ESMP.
- 11. Selection of borrow areas, backfill material stockpile sites and access road**
- 11.1. The Contractor will submit to the Engineer for prior approval, including but not limited to (i) the location of proposed borrow areas or areas to be excavated, or (ii) proposed backfill material stockpile locations or zones designated for the rubble from demolition works, maintenance facilities, storage areas, batch plants, etc.
- 11.2. This requirement also applies to the side casting during the construction of linear infrastructure (roads, pipelines, transport routes) and which are included in the category of stockpiling of waste material.
- 11.3. The opening or rehabilitation of all access routes between Project Areas will be shown on a map and approved by the Engineer prior to the start of the corresponding works.
- 12. Pollution prevention**
- 12.1. The Contractor shall take the necessary measures to ensure that pollution to air, water or land is prevented or, where this is not possible, reduced and mitigated as far as practicable during the construction phase. If required in the PA-ESMP the Contractor will develop a pollution prevention Plan for managing e.g. atmospheric emissions and dust, e.g. noise and vibrations, e.g. waste (specified in ESHS Specifications 13, 14 and 15 below):
- a) liquid effluents (see Clause 15 of these ESHS specifications)
  - b) air emissions
  - c) noise and vibration management
  - d) vehicle and equipment maintenance and selection
  - e) fuel, oil and chemical storage and handling.
- 12.2. Environmental and/or occupational health and safety regulators will be notified and informed as required by applicable laws about any Environmental pollution. The Contractor shall ensure that all appropriate environmental protection measures are adopted during the clean-up process after termination of works and that clean-up activities are appropriately documented

**13. Effluents**

- 13.1. Effluents consist of liquid discharges, including infiltration, from Project Area, transporting a pollutant (dissolved, colloidal or particles).
- 13.2. A pollutant is a given chemical compound that is at a concentration greater than the limit value established for that compound according to the Clause 9 of the present ESHS Specifications.
- 13.3. If no recognized threshold exists for a chemical compound pursuant to ESHS Specifications Sub-Clause 12.2, the Contractor provides proof that the concentrations of the chemical in effluents released (discharged) to the environment are harmless to it and human beings.
- 13.4. No effluent is discharged by the Contractor neither into water courses or bodies including marine environment nor to ground surface or infiltrated into subsoils, without prior treatment and without monitoring quality of the treatment's performance to guarantee the absence of pollution in the effluent. Effluent discharge and flow rates into natural water bodies will be managed to control erosion/sediment freight.
- 13.5. The Contractor is responsible for carrying out or contracting the monitoring of the effluent quality pursuant to Sub-Clause 12.4 of the present ESHS Specifications by in situ measurements, and sampling and laboratory analysis. In the first case, the Contractor provides the ESHS manager with the resources, equipment and skills to carry out in-situ monitoring and laboratory analysis of the performance indicators. In the second case, the Contractor establishes a contract with a specialised laboratory, accredited with the Employer's country authorities for this activity.
- 13.6. The physical and chemical parameters of an effluent that require quantity and quality monitoring are those listed in the Employer's country environmental regulations or in additional international standards or guidelines, or if these do not exist, the parameters are based on the recommendations of specialised international organisations pursuant to Clause 9 of the present ESHS Specifications. The list of monitoring parameters requires approval from the Engineer.
- 13.7. The Contractor will list, locate, and characterise (flow, expected quality, discharge frequency) all sources of effluents and outlets to the natural environment in the Site Environment Management Plan(s).
- 13.8. The Contractor will submit to the Engineer an Effluent Quality Monitoring Report monthly, including documentation for the following for each effluent discharge point: (i) average flow rates of discharged effluents, (ii) discharge frequencies and durations over

the month, and (iii) the physical and chemical quality of the effluent discharged, for the conformity with parameters listed in ESHS Specifications Sub-Clause 12.1above.

#### 13.9. Wastewater run-off

13.9.1. The Contractor will take appropriate measures to ensure that discharges of process wastewater, sanitary wastewater, wastewater from utility operations or stormwater to surface water will not result in contaminant concentrations more than local ambient water quality criteria or, in the absence of local criteria, other sources of ambient water quality.

#### 13.10. Rainwater run-off

13.10.1. Run-off consists of the rainwater flow on the surface or the soil and other technical surfaces at Project Areas.

13.10.2. In the context of the Contract, surface run-off is considered as an effluent unless demonstrated otherwise, as documented and substantiated by the Contractor, and approved by the Engineer.

13.10.3. All platforms where generators, hydrocarbon storage tanks and refueling stations are installed have impervious and chemical resistant surfaces are drained separately and equipped with an oil removal treatment (oil-water-separator) to prevent pollution pursuant to ESHS Specifications Sub-Clause 12.4 above. For concrete batching plants, run-off will be drained to settling basin, where the pH will be buffered.

13.11. Contractors shall prohibit its workers and its subcontractors from bathing or washing clothes and vehicles/equipment in rivers or watercourses.

### **14. Atmospheric emissions and dust**

14.1. Emissions refer to any discharge into the air of solid substances, aerosols, gases, radiation, or energy, whether point sources (e.g. incineration stack) or diffuse (e.g. fugitive dust emissions from road use by trucks).

14.2. The Contractor will use equipment and adopt construction and transport methods with atmospheric emissions, which are not in excess of the threshold emission values recommended by the Employer's country standards, or the organisations mentioned in Clause 9.

14.3. Once having received the agreement from the Engineer, the Contractor will document the maintenance records for its fleet of vehicles, machinery and equipment. The records will be in the language of communication defined under the Sub-Clauses of Contract Conditions, or any

other language approved by the Engineer, and will be at the disposal of the Engineer.

- 14.4. The fleet of vehicles or equipment emitting combustion gases will be maintained at the intervals and according to the methods specified by the manufacturer.
- 14.5. The Contractor shall exercise care to minimize emissions of dust from its activities, including traffic, at work sites, in residential areas and on access roads. Where it is deemed that dust is impacting or may have an impact on human, plant or animal receptors or where dust may cause sedimentation of watercourses/water bodies or unacceptable levels of soil loss, the Contractor shall apply water to the area creating the dust and consider implementing other dust control measures such as using windbreaks, netting screens or semi-permeable fences; controlling vehicle speeds to reduce traffic-induced dust dispersion and resuspension by setting and enforcing speed limits (Contractor vehicle speed limits are specified in ESHS Specifications Sub-Clause 50.10).
- 14.6. This shall include: posting speed limit signs in sensitive areas; ensuring trucks hauling sand, dirt or other loose materials are covered (sheeting trucks); suspending topsoil stripping and replacement during strong winds; using a dust collection system for bulk materials unloading; wet suppression (as needed, depending on the soil type) in the dry season, where unpaved roads and/or the working strip is located <200 m from settlements taking appropriate abatement measures.
- 14.7. The Contractor describes in the PA-ESMP the road sections designated for the application of dust suppression agents and the methods and frequencies programmed. The Contractor will implement the measures approved by the Engineer.
  - 14.7.1. Where applicable, visual inspections of atmospheric emissions shall be conducted, especially dust and emissions from vehicles and machinery as agreed with the Engineer. The inspections shall identify areas where the implementation of dust reduction measures is required,
  - 14.7.2. When storage, transport and handling of bulk materials is made in the open air and exposed to the wind, the Contractor implements the necessary dust abatement measures.

## **15. Noise and vibration**

- 15.1. The Contractor uses equipment and adopts construction and transport methods so not to generate noise levels more than values recommended by the Employer's country regulations and organisations mentioned in Clause 9.

- 15.2. The Contractor will plan high noise generating works (e.g. pile driving, blasting, rock clearing, drilling, percussion drilling) in line with national regulations and respect maximum ambient noise-levels and nighttime rest hours at the nearest receptor area. A receptor is defined as an area used for nocturnal socioeconomic activities (e.g. accommodation camps, residential areas, hotels, health centres).
- 15.3. The Contractor shall locate stationary equipment (such as power generators and compressors) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas). Equipment known to emit noise strongly in one direction, whenever possible, will be orientated so that the noise is directed away from sensitive receptors
- 15.4. The use of heavy vehicles at night is specified in ESHS Specifications Sub-Clause 50.9.
- 15.5. Standard noise abatement equipment shall be fitted to equipment by the Contractor, used and maintained in accordance with manufacturers' instructions.

## **16. Waste**

- 16.1. The Contractor is responsible for identifying, collecting, transporting and treating all waste produced on the Project Areas.
- 16.2. The Contractor shall minimize the generation of waste and reuse, recycle and recover waste in a manner that is safe for human health and the environment.
- 16.3. The Contractor shall establish a Waste Management Plan which details a concept to manage non-hazardous and hazardous waste in line with the local legislations and adapted to the level of danger for human health or the natural environment. In absence of adequate legislation, waste shall be managed according to the guidance provided in the respective sections of the General World Bank Group EHS Guidelines with the objective of protecting soil and water resources. The Waste Management Plan shall include provisions for the training of workers.
- 16.4. Waste register and categorization:
  - 16.4.1. The Contractor establishes and maintains a waste register, which is at the disposal of the Engineer. This register will record all waste management operations: production, collection, transport, treatment. It will be available as of the Contractors mobilisation to any Project Area. Waste shall be categorized according to the following definitions:
    - a) Non-hazardous solid waste generated at construction and decommissioning sites includes excess fill materials from grading and excavation activities, scrap wood and metals,



and small concrete spills. Other non-hazardous solid wastes include office, kitchen, and dormitory wastes when these types of operations are part of construction project activities.

- b) Hazardous solid waste includes contaminated soils, which could potentially be encountered on-site due to previous land use activities, or small amounts of machinery maintenance materials, such as oily rags, used oil filters, and used oil, as well as spill cleanup materials from oil and fuel spills.
- c) Hazardous liquid waste includes effluents and waste material containing "free liquids" (e.g. used cutting oil or wastewater mixed with oil after cleaning machinery).

16.5. The following aspects are documented in this register:

- a) Type of waste, using the nomenclature specified in Sub-Clause 16.3.1 above;
- b) Waste quantities;
- c) Name and address of the third party waste management facilities receiving waste or parties taking possession of the substances no longer considered as waste;
- d) Name and address of waste transport Contractors;
- e) Planned waste treatment.

16.6. In accordance with national regulations, the Contractor files and maintains at the disposition of the Engineer the waste manifests for the collection, transport, treatment and/or elimination of waste.

16.7. The Contractor assesses, document and effectively implements any local recycling or re-use options for its waste.

16.8. Waste is stored separately prior to removal from the Project Areas, depending on the level of danger, phase (liquid, solid or gas), the waste management solution to be applied and its potential in terms of recycling or reuse.

16.9. Waste is collected from each Project Area at the same rate that it is produced and is placed in temporary locations meeting the following criteria:

It shall be located at a distance of over 100 m from any natural sensitive area and over 500 m from any socioeconomic sensitive area (school, market, healthcare centre, water well or catchment area), with the exception of waste storage area in camps; and on a flat impervious surface to prevent infiltrations.

- 16.10. Unless otherwise specified in the Contract or instructed by the Engineer, waste incineration is prohibited on Project Areas. Two exceptions are medical waste and green waste, which unless instructed to the contrary by the Engineer, are managed pursuant to Clause 16.3 of the present ESHS Specifications.
- 16.11. The use of third party waste management services is subject to a documented prior audit of the treatment, storage and recycling facilities by the Contractor, to guarantee the conformity with the provisions of the present ESHS Specifications on waste.
- 16.12. Pursuant to Sub-Clause 1.5 of the present ESHS Specifications, the provisions applicable to the Contractor regarding waste management also apply to any third party waste management Subcontractor. The Engineer reserves its right to inspect third party waste management facilities and prohibit the Contractor from using the facilities if considered unacceptable.
- 16.13. Non-hazardous waste management
- 16.13.1. The management of non-hazardous waste shall comply with the following conditions:
- i. The Employer will communicate information to the Contractor about the location of and distance to the nearest landfill area and the disposal conditions.
  - ii. If no landfill area exists nearby, the Employer will communicate to the Contractor where the Contractor shall establish a temporary landfill area. The Employer is responsible for obtaining the respective permits.
- 16.14. Hazardous waste management
- 16.14.1. The Contractor shall develop a Hazardous Materials Management Plan for those hazardous materials the Contractor is directly responsible for, and detailed procedures for working with chemical products and hazardous materials and handling hazardous waste.
- 16.14.2. Hazardous materials are those that pose a potential risk to human health or the environment and include cleaning chemicals, solvents and fuels.
- 16.14.3. Fuel and hazardous chemicals/materials shall be stored in designated areas, pursuant to Sub-Clause 26.8 of the present ESHS Specifications, except for quantities generated or required for the daily construction activities. Fuel, oil or hazardous materials required to be temporarily stored onsite shall be stored within

secondary containment located greater than 100m from a watercourse or water body.

- 16.14.4. Fuel and hazardous chemical storage areas shall not be allowed within 30m of a minor watercourse, within 100m of a major watercourse, within a floodplain or where there is the potential for spilled fuel to enter groundwater.
  - 16.14.5. All fuel and hazardous chemical storage facilities shall be located on flat or gently sloping ground and shall be contained within a bund designed to contain at least 110% of the total capacity of the storage containers plus 10% of the aggregate tank volume within the containment area or as otherwise specified by regulatory requirements. The bund walls and floor shall be constructed of concrete or other suitably impermeable material. The filling connection must be within the bund. No drain valves or other connections through the bund walls shall be permitted. Tanks shall be fitted with a gauge to allow the fill level to be monitored during refilling and preferably with a high-level alarm.
  - 16.14.6. When the Contractor's hazardous waste management is conducted by third parties, they must be reputable and accredited in the Employer's country for this activity.
- 16.15. If applicable and in the absence of an existing waste management solution for hazardous waste, the Contractor takes the following action:
- 16.15.1. Medical waste is incinerated in a specific facility constructed and accredited for this purpose. The Contractor will submit the technical specifications of the facility to the Engineer before importing or procuring the equipment.
  - 16.15.2. Hydrocarbons, lubricants, paints, solvents and batteries are transported in drums to suitable waste management facilities available, if available.
  - 16.15.3. If not otherwise instructed by the Engineer, contaminated soils from construction/demolition and drilling muds shall be treated, stabilized and disposed of to landfill. Prior approval is required from the Engineer regarding the method and site location. The Employer obtains authorization from the competent local authorities prior to any disposal to landfill.

16.15.4. Prior approval from the Engineer is required before implementing waste management solutions on any other hazardous waste.

16.15.5. Prior to the issue of the Taking Over Certificate for the Works, the Contractor provides documentation on hazardous waste, produced by the Contractor's works, landfilled at other sites than accredited third party waste management facilities. The documentation includes a plan showing the location of landfill sites. The document is provided to the competent local authorities whose jurisdiction covers the landfill sites.

## **17. Vegetation clearing**

17.1. The works, including the opening up of the right of way and other worksites (e.g. camps, access roads, storage yards) may require vegetation clearance in work areas. Vegetation includes crops, trees, shrubs, bushes, grasses and other minor vegetation. Supervisors shall be trained in the controlled felling of trees to prevent impacts beyond worksites. They shall also be trained on the importance of identification and preservation of wild fauna encountered and disturbed during the stripping operation.

17.2. The Contractor describes in the PA-ESMP the planned methods and schedule for vegetation clearing. Specific agreement from the Engineer is obtained prior to any clearing works.

17.3. Vegetation clearing using chemicals is not permitted. Vegetation clearing using bulldozer is not permitted in zones less than 30 m from areas designated as sensitive by the Engineer, where only manual clearing is authorised.

17.3.2. Where it is not possible to restrict the timing of construction practices, vegetation shall be removed outside the breeding period so that works can carry on into this period unhindered.

17.3.3. The felling of trees shall be avoided where possible. Felled trees may be used for building gabions if required for land stabilization. Vegetative material (slash) is not to be used for construction purposes and shall be stockpiled at the edge of worksites. Areas of gathered plant material shall be separated to prevent flames spreading in the event of a fire.

17.3.4. Unless otherwise specified in the Contract or if otherwise instructed by the Engineer, burning vegetation is not permitted. Green waste can be burnt with prior approval from

- the Engineer regarding the location, method and schedule.
- 17.3.5. The collection of wild plants is prohibited.
  - 17.3.6. Lighting fires in work areas is prohibited unless specifically authorised by the Employer.
  - 17.3.7. It is prohibited to introduce foreign/non-adapted vegetation to the worksites.
  - 17.3.8. Removed vegetation will be placed far from surface water. Large woody debris will be stored along the outside edge of worksites in clear areas. Small twigs, branches and pieces of vegetation shall be used for composting along with biodegradable waste generated in the camp and work areas.
  - 17.3.9. Clearing of vegetation shall be limited to that which is strictly necessary.
  - 17.3.10. Where possible, cutting of vegetation on steep hillsides will be minimal.
- 17.4. Areas cleared prior to undertaking earthworks are shown on a plan with a minimum scale of 1/10,000. Plans are submitted to the Engineer, for validation prior to starting clearing works.
- 17.5. The Contractor undertakes physical demarcation of zones to be cleared using a method approved by the Engineer.
- 17.6. The characteristics (location, species, diameter at chest height) of trees not to be cut down are defined by the Engineer in coordination with the Employer. Such trees are marked with paint and protected against clearing machinery using a method approved by the Engineer.
- 17.7. Trees and areas to be cleared are to be marked precisely so that clearing is undertaken without damage to adjacent non-cleared areas. Topsoil is stored within the cleared areas at the edge of the cleared zone. Clearing is undertaken working from the edge of the zone inwards.
- 17.7.1 During clearing, the Contractor stockpiles separately:
- (i) tree trunks with a diameter at chest height greater than the size defined by the Engineer, and
  - (ii) trunks with a smaller diameter, branches, leaves, stumps and roots.
- 17.7.2 Unless instructed otherwise by the Engineer the trunks of trees exceeding the diameter defined by the Engineer are the property of the Contractor.

**18. Biodiversity**

- 18.1. The Contractor shall ensure that all personnel are informed and aware of the importance to protect species, habitats, fauna and flora and are informed about wildlife encounter procedures. Information and awareness training is documented.
- 18.2. If applicable, the Employer will provide to the Contractor a range of ecological surveys prior to the start of construction, conducted by the Employer. These will include but not be limited to the type and location of identified species and habitats of conservation interest within the Project Area, and any resulting measures that are required by Contractor.
- 18.3. The Employer will provide to the Contractor a constraints map, showing the areas where sensitive, endangered or breeding species are known to occur, including protected areas, sites of importance for nature conservation, wildlife refuges, nature and national parks, important bird areas.
- 18.4. The Employer will inform the Contractor about seasons for the protection of birds and wildlife. If applicable, the Employer will inform the Contractor if, as a result of protecting birds and wildlife, construction is restricted during a certain period and/or the Contractor must take precautionary measures in compliance with respective national laws and/or as stipulated by the respective local authorities.
- 18.5. The Employer may update information on the presence of wildlife or sensitive or endangered species' in the Project Area following any additional wildlife/endangered species' survey. If any are identified, the Employer will notify the Contractor who will ensure that all personnel are informed and aware of the required mitigation procedures as communicated by the Employer.
- 18.6. The Contractor shall apply the Contracting Authority's procedures with regards to fauna and flora management prior to clearing activities.
- 18.7. The Employer will communicate to Contractor his specific responsibilities related to protecting endangered species, biodiversity and wildlife, present within the Project Area. Responsibilities may include but not be limited to the following measures:
  - a) The Contractor's personnel shall not approach, injure, hunt, capture, possess, feed, transport, rear or trade wild animals and/or collect birds' eggs on the Project Areas
  - b) The Contractor's personnel shall avoid where possible breeding, feeding and nesting sites of endangered species, as identified by the Employer's environmental experts and as communicated to the Contractor by the Employer.

- c) The Contractor personnel shall not collect flora or fauna species on the Project Areas.
- d) The Contractor shall report any sighting or finding of dead wildlife killed by the works to the Engineer immediately.
- e) The Contractor shall protect excavations with temporary fencing to prevent injury to animals.
- f) The Contractor shall release any trapped uninjured animals immediately.
- g) The Contractor shall report injured endangered and/or larger animals to the Engineer who will inform the appropriate Environmental Authority.
- h) The Contractor shall not disturb natural habitats outside the Project Areas.
- i) The Contractor shall only use designated roads or paths and abide by speed limits.
- j) The Contractor shall not start forest fires.
- k) The Contractor shall not introduce Invasive Alien Species (IAS)
- l) All construction machinery imported from overseas shall be inspected to detect IAS and washed before dispatching to the Project Areas.
- m) Where necessary, the Contractor shall develop IAS control procedures (e.g. physical removal, slashing, mulching, herbicides, etc.). Methods used to control or prevent such species shall not cause adverse impacts on the environment or communities.
- n) To limit the risk of introducing marine invasive species, the Contractor shall control the ballast water and anti-fouling systems of vessels arriving from other bioregions in accordance with International Maritime Organization (IMO) conventions and guidelines.

18.8. For impacts to biological resources:

- a) development of a specific mitigation plan for endangered species in the wider area
- b) trenches or holes created during site works must be covered at night

18.9. Regarding habitat loss/degradation and habitat fragmentation Contractor will:

- a) site permanent infrastructure on unused land of no particular ecological value
- b) take no construction materials from the surrounding environment unless otherwise specified in the respective management plan

- c) monitor the impacts on flora and fauna at sensitive locations
- 18.10. The Contractor will adopt best construction site practices to minimize the risks of adverse effects on neighbouring habitats/species from construction activities (dust, noise, waste disposal etc.). This will include appropriate toilet and litter collection facilities as inspected by the environmental coordinator.
- 19. Erosion and sediment transport**
- 19.1. Erosion and sediment control shall be taken into consideration from the beginning of the construction phase, i.e. from site clearance.
- 19.2. The Contractor plans earthworks and optimises the management of space to ensure that all cleared surfaces and areas exposed to soil erosion are minimised on all Project Areas and erosion is minimised as far as practical.
- 19.3. The Contractor shall determine the appropriate locations and the type of erosion control measures required, to be agreed with the Engineer.
- 19.4. If not instructed otherwise by the Employer, the Contractor shall install erosion matting to provide an immediate protection for slopes against erosion, prevent the washing-out of seeds and enhance the micro-climatic conditions in the soil for plant growth. Erosion matting is used to provide temporary protection of the soil surface until sufficient natural vegetation cover has been established.
- 19.5. Topsoil
- 19.5.1. Topsoil is the uppermost and most fertile portion of the soil (unless indicated otherwise, the top 25 centimeters), containing organic matter, seeds and nutrients that promote vegetation growth. Its presence is a key factor in promoting revegetation success. Consequently, preserving topsoil is a key component of revegetating worksites and restoring the soil's ability to protect itself against erosion. Contractor shall observe the following basic principles of good topsoil management:
- 19.5.2. Topsoil shall be removed from working areas only when absolutely necessary and in accordance with Project guidelines. Areas subject to topsoil stripping will be identified prior to grading activities.
- 19.5.3. Any plant, turf layer or root mass will be stripped together with the topsoil, except in wetlands where the turf will be stripped separately from the topsoil layer where



practical. Topsoil will be removed using backhoes only.

- 19.5.4. Topsoil is stored according to the provisions approved by the Engineer to enable reuse during Project Area rehabilitation.

19.6. Draining rainwater run-off

- 19.6.1. Run-off from the working corridor will be intercepted. Surface water run-off will not be permitted to enter surface watercourses. Contractor will take appropriate measures.

- 19.6.2. The gradient of Project Areas allows the collection and drainage of rainwater from the entire surface area to one or several discharge points. No pools of water are created.

- 19.6.3. Suspended solids in rainwater are removed using sediment traps / settling ponds. Rainwater from vehicle parking areas, machinery areas, workshops is subject to treatment with oily water separators.

- 19.6.4. Rainwater pre-treatment units are sized, cleaned, maintained and accessible to ensure compliance with the effluent quality criteria defined in ESHS Specifications Sub-Clause 12.9 and to allow monitoring of performance.

19.7. Sediment control

- 19.7.1. The Contractor installs sediment control barriers to slow the flow of water and control sediment transport at Project Areas with (i) a gradient of more than 20%, and (ii) where land is disturbed by the works or where stockpiled mineral material exposed to sheet or rill erosion.

- 19.7.2. Sediment control barriers are installed on the slope or at the base of the slope to protect the natural drainage system from sediment accumulation at levels higher than the natural situation. These barriers comply with the following principles:

- a) Made with geotextiles or straw bales or any other means pre-approved by the Engineer;
- b) Deployed before the start of works and removal of topsoil. Barriers can be used for the physical demarcation of working areas;

- c) Installed, cleaned, maintained and replaced according to manufacturer recommendations;
  - d) If applicable, drainage surface area does not exceed 1,000 m<sup>2</sup> per 30 m of barrier. The length of the slope behind the barrier is less than 30 m, and is not used for flows in excess of 30 l/s.
- 19.7.3. For the dredging of marine sediments, if applicable and unless specified otherwise in the Contract, or instructed otherwise by the Engineer, and particularly if the working area is exposed to currents, the Contractor will install a geotextile silt curtain, or any other technique approved by the Engineer to control turbidity clouds.
- 19.8. Backfilling and stockpiling of backfill materials
- 19.8.1. In case mineral material stockpiles do exceed a height of 6 m, with a maximum slope of 3:2 (height: volume), the slope has to be crossed at a height of 3 m by a berm with a minimum width of 2 m and with a peripheral drainage trench, to ensure stability and resistance to rainwater runoff erosion.
  - 19.8.2. For permanent backfill material stockpiles, the stockpile is shaped and compacted every 30 cm to ensure long-term stability.
  - 19.8.3. Temporary stockpiles in place for more than 60 days are protected against runoff erosion by (i) revegetation using fast-growing grass species, either by direct seeding or by hydro-seeding, or (ii) using other natural anti-erosion cover with prior approval from the Engineer.
- 19.9. Side casting during the construction of linear structures (roads, pipelines, transport lines), will be permitted in the following conditions:
- 19.9.1. For natural gradients with a slope <40%, the side cast materials are piled to create a slope of less than 2H:1V.
  - 19.9.2. For natural gradients with a slope >40%, to ensure stability 3m wide berms will be installed perpendicular to the slope and onto which the side cast material is deposited. Regular earthworks to maintain the form of the side case and long term stability of the side cast is carried out. The slope of the side cast in general does not exceed 3H:2V.

19.9.3. The provisions of Clauses 10 and 19.6 for the protection of water courses exposed to erosion induced by the works apply.

## **20. Site rehabilitation**

20.1. Unless instructed otherwise by the Engineer, the Contractor will rehabilitate all Project Areas and landscapes disturbed by the works, to their original condition where possible upon completion of construction and prior to the provisional acceptance of the works. Close collaboration with all statutory stakeholders will be conducted in cooperation with the Employer during the reinstatement.

20.2. The Contractor describes in the PA-ESMP the planned revegetation works to ensure sustainable Project Area rehabilitation: methods, plant species to be used and their origins, activity schedule based on a progressive taking over of Project Areas.

20.3. As a minimum, the Contractor shall carry out the following reinstatement activities:

20.3.1. If not otherwise instructed by the Engineer, all buildings, campsites and free standing and underground structures (e.g. piping, underground tanks, sumps and basins) are removed pursuant to the provisions of Sub-Clauses of the CC. All waste and rubble is removed in accordance to the provisions of Clause 16 of the present ESHS Specifications. After removal of buildings structures and rubble, the Contractor returns Project Areas to their original condition, according to the following provisions.

20.3.2. Land is levelled to ensure that run-off water drains without eroding soil or stagnating in pools.

20.3.3. Rehabilitated Project Areas do not represent hazards for people. Areas near steep drops at quarries are fenced off and indicated with permanent concrete warning signs. Holes are refilled. Sharp or unstable items are rendered inoffensive.

20.3.4. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor undertakes revegetation of all Project Areas disturbed by the works and bears the cost of such work.

20.4. Fertiliser application shall be limited to areas where it is necessary to establish a rapid vegetative cover for erosion control purposes in areas of high risk. Any fertiliser applications must be formulated and performed so that natural nutrient balances in adjacent ecosystems are not altered, particularly where there are nearby water bodies.

- 20.5. The Contractor shall perform routine maintenance of revegetated areas until such time that occupation of the land is officially handed back to the Employer or third parties.
- 20.6. The Contractor shall control noxious weeds and invasive species within revegetated areas.
- 20.7. Prior approval by the Engineer is required regarding the origin of seeds and plants proposed by the Contractor. The species used for revegetation must be suitable for the local environmental conditions, and selected according to the rehabilitation programme: stabilisation of backfill, landscaping, drainage, prevention of erosion, etc.
- 20.8. Revegetation is undertaken throughout the duration of construction works, and is not limited to the rehabilitation of Project Areas at completion of the works.
- 20.9. The present Clause applies to the side casting of waste mineral materials generated during the construction of linear structures (roads, pipelines, transport lines).

## **21. Documentation on site conditions**

- 21.1. The Constructor documents changes in condition of all Project Areas from the start of works until the Performance Certificate is issued. Documentation comprises dated and geo-referenced colour photographs taken from a constant angle and viewpoint.
- 21.2. The Project Area condition is documented as a minimum for the following stages:
  - a) Before any Project Area disturbance at the start of works;
  - b) On completion of works, but prior to starting rehabilitation;
  - c) On completion of rehabilitation and revegetation, if necessary, but prior to the Taking Over Certificate issuing;
  - d) After the end of the Defects Notification Period and prior to the Performance Certificate issuing.
- 21.3. The Contractor specifies in the PA-ESMP (i) the list of viewpoints to be used, (ii) areas to be photographed, and (iii) methods used for taking and archiving photographs, according to industry photographing and archiving standards.
- 21.4. Adjacent areas (100 m from the perimeter of the Project Area) are included in photographic documentation.

## C. Health and Safety

### 22. Health and Safety Plan

- 22.1. In application of Clauses 4 and 6 of the CC, the Contractor shall develop a Health and Safety Plan (HS Plan) section of the PA-ESMP, its organization for managing health and safety, pursuant to its Health and Safety Management system (HSMS).
- 22.2. Pursuant to a clause of the Contract Conditions, the HS plan identifies and specifies:
- a) That Contractor understands and manages all health and safety risks relating to the execution of the works, including gender-specific risks;
  - b) Prevention and protection measures to control risks related to the execution of the works, by differentiating, where necessary, measures concerning the protection of women and men;
  - c) Human and material resources involved;
  - d) Works requiring a permit (e.g. blasting, butting of trees);
  - e) Emergency plans to be implemented in the case of an accident.
- 22.3. The Contractor implements prevention, protection and monitoring measures, as described in the health and safety plan.
- 22.4. The Contractor shall have in place a Behavioural Safety Based Programme and actively train and encourage Personnel to intervene on unsafe behaviours and situations and report on deviations.

### 23. Health and Safety Reporting

- 23.1. The Contractor shall document in a structured system (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations, which shall be available at all, times for inspection by the Engineer.
- 23.2. The Contractor shall investigate any incident and record and report systematic follow-up of relevant findings and recommendations. Problem areas related to HS shall be recorded with information about status, responsible person(s) and alternative solutions.
- 23.3. As specified in Sub-Clauses of the CC, the Contractor includes in the Progress Report to the Engineer a monthly HS Performance Report. The format and content of the HS Performance Report shall be agreed with the Engineer prior to the commencement of the works and report them to the Engineer.

- 23.4. In pursuance to clauses of the CC, this report shall contain the following data, as related to the works:
- a) Progress against implementation of the Contractor's HS Plan
  - b) A list, including a brief description, of all incidents and dangerous occurrences
  - c) Number of fatalities
  - d) Number of serious incident frequency
  - e) Total Recordable injury frequency
  - f) Number and type of accidents with and without lost-time
  - g) Serious illness
  - h) Total number of 'near miss events;
  - i) Number of theft incidents;
  - j) Number of security and number and type of other incidents;

23.5. In the event that the Contractor receives communication from the Engineer on HS under-performance, the Contractor shall prepare and implement an HS Improvement Plan to rectify such.

#### **24. Accident reporting procedure**

24.1. The Engineer is informed within one hour day/night of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behavior of the personnel of the Contractor.

24.2. The Engineer is informed as soon as possible of any near-accident (near misses) relating to the execution of the works which, in slightly different conditions, could have led to bodily injury to people, or damage to private property or the environment.

24.3. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer as soon as possible.

24.4. A reportable accident shall include any accident to any person on Site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted in injury, damage or a danger to the Works, persons, property or the environment. Contractors will also notify and report of incidents of Subcontractors and Suppliers (in particular those for major supply items) and their Contractors Sites.

- 24.5. The Contractor shall report any HS accident, related to Contractor activities or personnel, to national or local authorities as required by relevant legislation. A copy of all such reports shall be provided to the Engineer.
- 24.6. The Contractor shall not notify or give any information to the media or other units or people without the employer's consent.
- 24.7. The Contractor shall immediately rectify any situation or condition that could result in injury or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

## **25. Health and Safety meetings**

- 25.1. Contractor shall ensure efficient and effective HS communication and consultation with all Personnel involved in the Work. This includes but is not limited to toolbox meetings prior to the start of the Work, worksite HS meetings on a regular basis with all parties involved (including Subcontractors, the Engineer and third parties). It may also comprise other forms of communication.
- 25.2. Contractor shall ensure that supervision, directly in charge of construction activities, fully brief and discuss with Personnel at HS Tool Box Talks at the start of each work day and prior to commencing new activities. These talks shall be conducted in a language understood by the workforce. A checklist shall be utilised for this purpose. At a minimum it shall include the following;
  - a) Nature of the job
  - b) Associated hazards
  - c) Safe working methods to be adopted
  - d) Requirements of the Permit to Work
- 25.3. The Contractor shall convene weekly team talks, extended to Subcontractors if applicable.

## **26. Security**

- 26.1. The Contractor shall evaluate the security strategy and arrangements required for all worksites including transport. This evaluation shall be performed by qualified security experts and shall form the basis for the Worksite Security Strategy and Plan, which shall be submitted and approved by the Engineer as part of the PA-ESMP. The Security Strategy and Plan shall describe:

- 
- Security risks and the identified mitigation / management measures
  - Roles and responsibilities including details of the Contractor and Subcontractors
  - Detection, monitoring and management procedures
  - Escalation plans including resources
- 27. Equipment and operating standards**
- 27.1. The facilities and equipment used by the Contractor are installed, maintained, revised, inspected and tested pursuant to the manufacturer's recommendations. The recommendations are available in the language of communication defined under the Sub-Clauses of Contract Conditions (or any other language approved by the Engineer).
- 28. Work permit**
- 28.1. The Contractor puts in place a work permit procedure, prior to the starting of the works. The procedures define the approval process between the person qualified to issue the work permit and the personnel (or Subcontractors) carrying out the work.
- 28.2. Permits are issued in writing. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, works which require a work permit are defined in the health and safety plan. All other work permits required by the Engineer will be implemented by the Contractor.
- 29. Personal protective equipment**
- 29.1. The Contractor ensures that all personnel, visitors or third parties entering a Project Area are equipped with Personal Protection Equipment (PPE) pursuant to the practices and standards specified in Clause 9.
- 29.2. Where appropriate, PPE must be worn by women as well as by men.
- 29.3. The Contractor describes in the PA-ESMP the PPE to be used per Project Area and per activity.
- 29.4. Personnel and visitors to Project Areas are equipped with a safety helmet, safety shoes and a reflective jacket as a minimum.
- 29.5. Adequate quantities of PPE are available on the Project Areas. Storage conditions must be compatible with usage pursuant to the provisions of ESHS Specifications Clause 30.
- 29.6. Contractor personnel are trained in how to use and care for PPE and the Engineer has access to training certificates.
- 29.7. When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection shall be worn to prevent accidental contact with the substance.



**30. Dangerous substances**

- 30.1. A substance is considered dangerous if one or several of its properties render it dangerous, as defined in Appendix 2 of the present ESHS Specifications. The Contractor identifies and manages dangerous substances planned for use on the Project Area in the manner described in the present Clause.
- 30.2. The assessment of the impact of the toxicity of dangerous substances on the reproductive functions of women and men must be taken into account.
- 30.3. The transport to the Project Area and use of dangerous substances requires prior authorisation from the Engineer.
- 30.4. Details of risks and related prevention and protection measures are included in the health and safety plan.
- 30.5. The Contractor obtains all necessary authorisations and/or licenses for the storage and use of dangerous substances from local authorities. A copy of the authorisations is provided to the Engineer.
- 30.6. For each dangerous substance used, the Contractor will implement the recommendations described (i) in the Material Safety Data Sheets (MSDS), and (ii) by the Globally Harmonized System of Classification and Labelling of Chemicals established by the United Nations for hazardous chemicals.
- 30.7. Copies of MSDSs are kept on the Project Area, and made available to personnel. The Contractor provides the Engineer with copies of all MSDSs.
- 30.8. Storage of dangerous substances
  - 30.8.1 Storage areas are designed and equipped by the Contractor based on the chemical and physical properties of the substances, on the types of containers stored, the number of people requiring access, the ventilation requirements, the quantities of the substance used and potential chemical reaction with other substances (see ESHS Specifications Sub-Clause 30.8.5 below).
  - 30.8.2 Pursuant to ESHS Specifications in Clause 16.12, the Contractor anticipates and plans for the storage and management of hazardous waste.
  - 30.8.3 Storage areas for dangerous substances are subject to strict rules, which are regularly checked by the ESHS manager. The rules include the following as a minimum:
    - a) Access to the storage area is limited to trained and authorised individuals;
    - b) An inventory is maintained up-to-date;

- c) MSDSs must be available for all stored dangerous substances, and the substances must be clearly labelled;
  - d) A strict and methodical storage system is implemented (storage plan posted, large or heavy packaging may not be stored at heights, equipment and tools may not be stored in the dangerous substance storage room);
  - e) Compliance with product expiry dates and implementation of a disposal procedure for substances which are not needed or which have expired;
  - f) Entrances, exits and access to emergency equipment are kept clear at all times.
- 30.8.4 Storage areas are clearly identified with warning signs at the entrance. The Contractor displays the storage plan (location of the different products, maximum inventory), a summary of labelling system and information on chemical incompatibilities.
- 30.8.5 Chemicals which could react together (leading to explosions, fire, projections or the emission of dangerous gases) are physically separated.
- 30.8.6 Products that react violently with water are stored so as to prevent contact with water, even in the event of flooding.
- 30.8.7 Inflammable products are stored separately in a dedicated area with adequate ventilation at all times.
- 30.8.8 Buildings used to store large quantities of dangerous substances are isolated from other buildings to avoid the spreading of fire. Such buildings are constructed using solid and non-combustible building materials, and are equipped with evacuation systems and the appropriate firefighting equipment. Access to the buildings is clear, allowing for rapid evacuation in the event of an accident. The electrical systems are reduced to the essential minimum, and access points are equipped with adequate lighting (300 lux).
- 30.8.9 All storage areas are equipped with secondary retentions. Each storage area acts as a general secondary retention. Suitable absorbents (neutralising and non-combustible) are available in the storage area to clean up any spills and leaks.

**31. Planning for emergency situations**

- 30.8.10 The Contractor maintains the storage area at a suitable temperature for dangerous substances to prevent overpressure and bursting of containers.
- 31.1. The Contractor shall establish an emergency plan as a section of the PA-ESMP. It covers the following emergency situations as a minimum:
- a) e.g. Fire or explosion;
  - b) e.g. Collapse of structures, or scaffolding;
  - c) e.g. Loss of the containment of dangerous substances;
  - d) e.g. Safety incident or malicious act.
- 31.2. The Contractor shall maintain fit-for-purpose Emergency Response Capability, which shall be clearly documented.
- 31.3. At a minimum, the Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and the nearest hospital shall be prominently displayed in the Contractor's office.
- 31.4. The Contractor ensures that all personnel are informed and aware of how to react in an emergency situation, and responsibilities are defined. Information and awareness training is documented, and available on all Project Areas.
- 31.5. The Contractor organises and documents emergency simulation exercises within 3 months of the physical start of the works, and subsequently once every 12 months up to the issue of the Taking-Over Certificate. The Engineer is invited to participate in each of these exercises.
- 31.6. Fire protection
- 31.6.1. Based on a fire safety risk assessment, the Contractor will ensure that adequate and appropriate fire safety measures are in place to minimise the risk of injury or loss of life in the event of a fire. Appropriate actions include: Keeping sources of ignition and flammable substances apart; Avoiding accidental fires; Ensuring good housekeeping at all times, e.g. avoiding build-up of rubbish that could burn; Installing smoke alarms and fire alarms or bells; Installing fire warning systems; Having correct fire-fighting equipment; Keeping fire exits and escape routes clearly marked and unobstructed at all times; Ensuring workers

receive appropriate training on procedures they need to follow, including fire drills.

31.6.2. Fire will not be used as a method of forest or vegetation clearance.

31.6.3. Fire extinguishers are made available in each building at clearly identified locations, and fires are strictly forbidden outside of the cooking area.

31.6.4. If applicable, the Contractor makes arrangements with local fire-brigades for emergencies

### **32. Medical check-ups**

32.1. The Contractor organises medical check-ups carried out by a doctor or an appropriately qualified nurse for all Contractor's Personnel prior to the initial mobilisation to the Project Area to check aptitude for the work. Medical check-ups are adapted to the anticipated occupied positions and carried out pursuant to the recommendations of the International Labor Organization. Subsequent to the check-up, a written medical certificate is issued declaring the aptitude of the worker for the allocated tasks.

32.2. Hearing tests are conducted for the Contractor's personnel exposed to noise levels above 80 dB(A) in order to establish initial audiograms. Annual tests are carried out to monitor any changes and detect any deterioration.

32.3. The Engineer can request additional medical examinations for the Contractor's Personnel if considered necessary, all costs to be borne by the Contractor.

32.4. A medical examination is carried out on any Contractor's Personnel returning to work after leave caused by a work related accident. A written medical certificate is issued confirming the Contractor's Personnel's aptitude to return to work at the designated workstation.

32.5. The Contractor can produce a copy of its Contractor's Personnel's work aptitude certificates at the request of the Engineer or any competent authority.

32.6. Specific arrangements for tasks' assignments or workstations shall be made for pregnant Personnel.

### **33. First-aid**

33.1. The Contractor ensures a minimum of first-aid provisions on any work site, including: suitably stocked first-aid kits; a person, respectively an adequate number of staff appointed and trained to take charge of first-aid arrangements and ensure that staff and workers are informed about first-aid arrangements. .

33.2. The Contractor equips the Project Area with a communication system exclusively for the purposes of communication with the first aid services. Information on

- how to communicate with the first aid services is clearly indicated near the communications equipment.
- 34. Medical Services and Personnel**
- 34.1. The Employer will inform the Contractor about the presence and number of medical personnel in the Project Area. If not otherwise instructed by the Engineer, in application of a Clause CC, the Contractor shall collaborate with local health authorities and make arrangement with an appropriate number of local doctors, and/or nurses, hospitals and ambulance services to ensure that medical staff, first aid facilities, sick bay and ambulance service are available at a minimum within 45 minutes at the Site, and at any accommodation for Contractor's and Employer's Personnel or if appropriate, be based in the Project Area.
- 35. Health care**
- 35.1. The Contractor guarantees access to health care for all personnel in case of accident or illness occurring during the execution of the works.
- 35.2. In absence of a health centre or health post in the vicinity, or within the Project Area, the Contractor shall make contingency arrangement for transporting injured persons to a hospital in application of ESHS specification Clause 36.
- 36. Emergency medical evacuations**
- 36.1. The Contractor allocates rapid emergency transportation for first aid purposes to the first aid station pursuant to standard NF EN 1789:2007.
- 36.2. In cases where there is no first aid emergency vehicle available to evacuate severely ill or injured personnel, the Contractor establishes an agreement with a specialised company for the handling of personnel in the event of a serious accident requiring an emergency medical evacuation and ensures that transport is guaranteed any time and as fast as possible. The Contractor will provide a copy of the agreement to the Engineer within one month of the physical start of works.
- 36.3. The agreement includes a convention with a referring hospital where the member of personnel evacuated in emergency conditions will be treated.
- 36.4. In highly remote areas or in demonstrably life threatening cases, the agreement may cover the use of air transportation (if available) in order to evacuate the injured patient(s) to the referring hospital.
- 36.5. The telephone numbers of the emergency services and the name of the service providers and the doctors shall be prominently displayed in the Contractor's site office
- 37. Access to health care and training**
- 37.1. The Contractor guarantees access to health care as defined in Clause 34 for all personnel in case of accident or illness occurring during the execution of the works, i.e.:

- a) Medical check-ups: initial (recruitment), annual and upon returning to work after sick leave;
  - b) Screening, vaccinations and preventive healthcare;
  - c) General healthcare during the execution of the works;
  - d) Medical assistance in the event of an accident and assistance for emergency evacuations.
- 37.2. Subcontractor's personnel, other contractors, the Employer or the Engineer, present at the Project Area, must never be refused medical assistance, under the pretext that they are not directly employed by the Contractor. The Contractor may however define a unit rate cost per medical act for personnel, other than its own Contractor's Personnel, display this rate in the healthcare centre and forward the information to the Engineer.
- 37.3. In the event of accident or serious illness, medical personnel must be trained, available and equipped with the necessary material, medicines and consumables to provide first aid for the patient, stabilise their condition, until the patient is:
- a) Either treated or discharged; or
  - b) Hospitalized at the camp or in a larger hospital; or
  - c) Evacuated to a medical centre, which is well equipped for intensive care, if necessary.
- 38. Health monitoring**
- 38.1. The Contractor cannot recruit workers in poor health.
- 38.2. The initial pre-recruitment examination must confirm that applicants are physically able to carry out the tasks required for the position.
- 38.3. The detection of pregnancy during the initial pre-recruitment examination of female applicants shall not constitute grounds for declining recruitment, unless medical risk is proven.
- 38.4. The Contractor organises annual medical check-ups for its Contractor's Personnel and keeps up to date a medical record for each Contractor's Personnel. The presence of Contractor's Personnel for medical check-ups, treatment and hospitalisation is incorporated into the Contractors planning.
- 38.5. If applicable and as recommended by a doctor or instructed by the Engineer, the Contractor provides the Contractor's Personnel with prophylaxis and vaccinations against local diseases and vectors. In particular, the Contractor will promote the use of impregnated mosquito nets by its Contractor's Personnel

in camps or offsite lodging, and distributes these nets appropriately.

- 38.6. The health and safety plan includes a Contractor's Personnel health risk assessment based on exposure to dangerous substances and describes the medical monitoring implemented.

**39. Sanitary repatriation**

- 39.1. The Contractor is responsible for the sanitary repatriation of Contractor's Personnel in the event of a serious injury or illness, based on a diligent examination and a statement of the doctor in charge. The Contractor will take out the necessary insurance to cover the cost of the sanitary repatriation of its Contractor's Personnel.

**40. Hygiene, accommodation and food**

- 40.1. Drinking water

40.1.1. Pursuant to Sub-Clauses of the Particular Conditions of the Contract (Part B), the Contractor provides personnel with drinking water at all Project Areas. The quantity and quality of this water complies with the standards of the World Health Organization at supply points.

40.1.2. Unless the supply of drinking water is provided by a certified supplier, the quality of the drinking water provided to workers is tested at least at the start of the works and then on a monthly basis. The protocol for taking and analyzing samples is based on the recommendations of the World Health Organization. The results shall be documented and made available on the Project Areas.

- 40.2. Accommodation conditions

40.2.1. The accommodation provided for non-resident Personnel in a camp or an alternative structure outside of the Project Areas, such as a hotel or rented house, will comply with the conditions of the present ESHS Sub-Clause in pursuance of Sub-Clauses of the CC.

40.2.2. The person in charge of managing the accommodation has a specific duty to report to the ESHS manager or if existent, the HS manager, the outbreak of any contagious diseases, food poisoning and other important casualties. The ESHS Manager in turn will inform the appropriate health authorities.

40.2.3. Rooms are lit and equipped with power sockets, beds and windows fitted with mosquito nets. Flooring is of a hard and impervious material.

40.2.4. The temperature in rooms and common areas shall be kept at an appropriate level during occupied hours (20 degrees in moderate to cold zones and providing adequate ventilation in hot zones).

40.2.5. The Contractor provides one drinking water tap per 10 Contractor's Personnel, one shower per 10 Contractor's Personnel as a minimum, one individual toilet for 15 Contractor's Personnel as a minimum, and one urinal per 25 Contractor's Personnel at accommodation camps. Separate showers and toilets must be made available for women.

#### 40.3. Hygiene in shared areas

40.3.1. Sanitary areas (showers, sinks, urinals, toilets) are cleaned and disinfected by the Contractor's cleaning service at least once every 24 hours. Cleaning operations are documented.

40.3.2. The canteen, kitchen and kitchen utensils are cleaned after each meal service.

40.3.3. The number and location of toilets on Project Areas shall be adapted to the number of employees and the configuration of the Project Areas (distance, isolated area, etc.). For urinals and toilets, usual standards are 1 unit to max15 persons.

40.3.4. Toilet facilities are conveniently located and easily accessible. In addition, all toilet rooms shall be well-lit, have good ventilation or external windows, have sufficient hand wash basins and be conveniently located.

#### 40.4. Food

40.4.1. In application of Sub-Clauses of the Particular Conditions (Part B) and ESHS Specifications Sub-Clause 46.1 of the present ESHS specification, the Contractor provides meals at a reasonable cost or free of charge to its Contractor's Personnel per shift in a canteen area and according to a procurement system which complies with the provisions of this ESHS Specifications Sub-Clause.

40.4.2. The Contractor defines and implements actions in order to guarantee (i) the quality and quantities of food stuffs, (ii) compliance with health rules when preparing meals, (iii) fitting out and servicing premises and



equipment, both in the kitchen and food storage areas.

40.4.3. The Contractor inspects the cleanliness of food transport vehicles, temperature control and the cold chain, as well as best-before dates, and takes the necessary corrective actions. The temperatures of chillers are regularly checked.

40.4.4. The Contractor checks that health requirements are met for food storage conditions in the kitchen or other locations, food cooking times and temperatures, and the conditions in which prepared products are left prior to consumption, to ensure no health risks. Prepared food is eaten or thrown away, no food remains are reused.

40.4.5. The Contractor recruits trained canteen personnel and ensures that supervisors monitor compliance with sanitary instructions. The Contractor ensures that canteen personnel have means of ensuring compliance with health rules (changing rooms, linen, hand washers, the condition of flooring and paint, and the existence of a cleaning plan).

40.5. At the request of the Engineer, the doctor at the health centre specified in Clause 35.2.2. of the present ESHS Specifications, carries out an audit on all Project Areas every 3 months, and documents the results, and includes the conditions of hygiene in which meals are prepared and food conserved. The results of this audit are provided to the Engineer.

40.6. The Contractor, on the basis of the advice of the doctor at the health centre, informs Contractor's Personnel on appropriate behaviour in terms of workplace hygiene. The occasional distribution of information is not sufficient, the Contractor regularly reiterates the importance of hygiene, documents these reminders, and ensures that the information is understood, easy to apply and scrupulously complied with.

#### **41. Substance abuse**

41.1. Pursuant to Sub-Clauses of the Particular Conditions (Part B), the use, possession, distribution or sale of illegal drugs, controlled substances (as per local regulations) and alcohol is totally prohibited on the Project Areas. The Contractor implements a zero tolerance policy for the consumption of these substances.

41.2. Any person suspected by the Engineer to be under the influence of alcohol or controlled substances on any Project Area is immediately suspended from his position by the Contractor, pending the results of medical tests.

## **D. Local labour and relations with local communities**

- 42. Labour conditions**
- 42.1. The Contractor shall ensure decent labour conditions for workers and notably compliance with applicable law and regulations in the country of implementation of the contract, and with the fundamental conventions of the International Labour Organisation (ILO). This includes workers' rights related to wages, working hours, rest and leave, overtime, minimum age, regular payment, compensation and benefits, equal opportunities, a non-discriminatory workplace, best practice on human resource management and occupational health and safety. Wages, benefits and conditions of work will be comparable to employers in the relevant region of that country/region and sector concerned.
- 42.2. The Contractor shall respect and facilitate workers' rights to organize and provide a Worker Grievance Mechanism for all workers, including the workers of subcontractors, shall receive an induction on their rights and on the Worker Grievance Mechanism. The Contractor will display the contact details of the Worker Grievance Mechanism at well visible places in all camps and work sides.
- 42.3. The Contractor shall issue and implement internal policies and procedures to assure that no employee or job applicant will be subject to discrimination and/or harassment.
- 42.4. The Contractor shall establish for their personnel and those of their main contractors a system to monitor hours worked on the Project and seek to identify and remedy any practices, which lead to long working hours in excess of national legislation.
- 43. Local recruitment**
- 43.1. Local recruitment is defined as the number of positions actually allocated to people residing in the region of the Works (less than two hours by land transport to the Project Area) for more than one year and citizen of the Employer's country.
- 43.2. Pursuant to Sub-Clauses of the CC, and if requested by the Employer, the Contractor, and/or respectively the Subcontractor hiring local workers, establishes and initiates a local recruitment policy and a procurement plan to ensure that recruitment procurement procedures are transparent and disseminated to the project affected communities for the duration of the Works.
- 43.3. The policy and plan shall be enforced by the Subcontractors and suppliers of major supply items, responsible for hiring local workers.

- 43.4. The Contractor demonstrates the effective implementation of this policy to the Engineer in its monthly activity report as defined in Sub-Clause 6.1 of the present ESHS Specifications.
- 43.5. Pursuant to Clause 8 of the present ESHS Specifications and if requested by the Employer, the Contractor develops a training programme aiming to support the local recruitment policy.
- 43.6. This training programme must be available to women and adjusted to their level of education.
- 43.7. An incentive mechanism to increase the share of women recruited by the Contractor and the Subcontractors may be established.
- 43.8. Local labour needs are estimated prior to the start of works and described in the PA-ESMP with the following information:
  - a) Identification of positions that could be filled by local staff and the level of qualification required;
  - b) Definition of the planned procedure for the effective recruitment of these members of staff;
  - c) Establishment of mechanisms to ensure non-discrimination of women in accessing recruitment procedures;
  - d) Deployment schedule for these positions;
  - e) Initial training to be provided by the Contractor for each job description.
- 43.9. In order to prevent outsiders from entering the Project Area, local recruitment at the Project Area, including at the entrance, is prohibited.
- 43.10. Local recruitment office
  - 43.10.1. One month prior to the start of Works, the Contractor establishes a local recruitment office in the district where the main Project Area is located, at a location pre-approved by the Engineer.
  - 43.10.2. A representative of the Contractor is present in this office at least two mornings each week, from the start of the works to a date pre-approved by the Engineer.
  - 43.10.3. The representative provides information on job vacancies with the Contractor for the execution of the works (required qualifications, duration, and location) and on the information to be provided in applications.
  - 43.10.4. Lists of local candidates are drafted by the representative allocated to the office and

forwarded to the Contractor's Humans Resources manager on a weekly basis.

- 43.11. The Contractor's Human Resources manager selects candidates listed by the local recruitment office based on requirements for the Works and the Contractor's recruitment procedures. A written contract between the Contractor and the local Contractor's Personnel is drafted, signed and archived by the Contractor.
- 43.12. If the Project Areas are located near to several different communities, the Human Resources manager ensures a fair distribution of local recruitment between the different communities.
- 43.13. The Human Resources manager will ensure that recruitment campaigns in local communities have been spread to women and that the latter have not been discriminated in recruitments.
- 43.14. Pursuant to Sub-Clauses of the PC (Part B), the Contractor maintains one record per local Contractor's Personnel indicating the hours worked per person allocated to the works, the type of tasks carried out, the wages paid and any training provided. Records are available at the main Project Area at all times, so the Engineer and the authorised representatives of the government can assess the content.

#### **44. Transport**

- 44.1. Unless specified otherwise in the Contract, or instructed otherwise by the Engineer, the Contractor provides or enables access to daily transport for Contractor's Personnel not housed in the camps managed by the Contractor and living more than 15 minutes' walk from the Project Area and less than one hour by land transport.
- 44.2. The transport is organised under conditions which comply with local regulations and which ensure the safety of the people transported.
- 44.3. The Contractor organises collective transport: pick-up times and locations are defined and services organised appropriately.
- 44.4. Transport from the living facilities to his wages worksite is safe and free. If the Project Area is moved during the working season and if the Contractor retains the local personnel trained at the start of the works, the accommodation of the Contractor's Personnel is managed by the Contractor:
  - a) Within a mobile camp with the other non-local Contractor's Personnel; or
  - b) In villages located near to the mobile Project Area, in this case, each local Contractor's Personnel will receive a housing allowance in addition areas within each camp and a sports

field for use by Personnel.

**45. Workers' accommodation**

- 45.1. Living facilities are located to avoid flooding and other natural hazards.
- 45.2. Where possible, living facilities are located within a reasonable distance from the worksite.
- 45.3. The living facilities are built with adequate materials, the sites are adequately drained to avoid the accumulation of stagnant water, kept in good repair and kept clean and free from rubbish and other refuse.
- 45.4. Rooms shall not be mixed: separate rooms must be made available for both men and women.
- 45.5. Separate toilets and locker rooms shall be provided for women and men.
- 45.6. The Contractor constructs and maintains a range of recreational facilities and shared leisure
- 45.7. The Contractor ensures that at campsites:
  - a) Workers have access to an adequate and convenient supply of free potable water,
  - b) that drinking water meets national/local or WHO drinking water standards,
  - c) that all tanks used for the storage of drinking water are constructed and covered as to prevent water stored therein from becoming polluted or contaminated,
  - d) that drinking water quality is regularly monitored.
- 45.8. Dormitories
  - 45.8.1. A separate bed for each worker is provided. The practice of "hot-bedding" shall be avoided. Rooms shall not host more than 8 individuals.
    - a) There is a minimum space between beds of 1 metre.
    - b) Double deck bunks are not advisable for fire safety and hygiene reasons, and their use is minimised. Where they are used, there must be enough clear space between the lower and upper bunk of the bed. Standards range from to 0.7 to 1.10 metres.
    - c) Triple deck bunks are prohibited.
    - d) Each worker is provided with a comfortable mattress, pillow, cover and clean bedding.
    - e) Bed linen is washed frequently and applied with repellents and disinfectants where conditions warrant (malaria).

- f) Facilities for the storage of personal belongings for workers are provided, including 0,5 m<sup>3</sup> and 1 meter of shelf unit.

45.9. The Contractor shall mitigate impacts of activities (e.g. those that create noise or light) at worksites in order to avoid any public disturbance or disturbance of camp residents.

#### **46. Meals**

46.1. Food supplies for the meals of the Contractor personnel will exclude any meat obtained from hunting or poaching, with the exception of fish.

46.2. The Contractor provides for at least two meals per shift to local Contractor's Personnel pursuant to the hygiene conditions specified in Clause 40 of the present ESHS Specifications, at reasonable price for the Contractor's Personnel. If no canteen is available, the Contractor at least pays for a minimum of 2 meals per day per shift.

46.3. The Contractor shall avoid any local disputes through respecting local culture and values. The Contractor shall ensure that workers are aware of local issues and sensitivities, and respect local culture and values in order to avoid any local disputes and crime.

#### **47. Community Interaction**

47.1. Commensurate with the size of Construction activities and unsolved potential disturbances of the community and risks to public health and safety, the Contractor shall produce an Implementation Plan related to Community Interaction and submit it to the Engineer for review and acceptance prior the commencement of any works or traffic related to works.

47.2. The plan shall include a schedule of planned work activities which may impact a neighbouring community and describe (i) the activities per task and phase which may impact the neighbouring communities (ii) the approach to engage and communicate with stakeholders related to the works defined in (i); (iii) responsibilities for community interaction per task and phase.

47.3. When meeting stakeholders in neighbouring communities, minutes of meetings shall be produced and recorded as by Employer's guidelines;

47.4. The Contractor shall disclose relevant information related to the involved impacts and risks to communities (e.g. related to Traffic Management or e.g. to entering of private property for surveys) in local language and at a level of complexity that is commensurate with local realities to ensure that stakeholders fully understand the content.

47.5. The Contractor shall include information about the Employer's grievance mechanism and the contact details in all community communication materials.

- 48. Damage to people and property**
- 48.1. The Contractor shall implement a worker's Code of Conduct and not disturb or interfere with the inhabitants of local communities close to or in the Project Area, and shall respect their houses, cultures, animals, properties, customs and practices.
  - 48.2. The Contractor's personnel shall be trained to understand the requirements about use of unapproved land and the need to stay strictly within site boundaries and within the working areas, using only approved access and service roads.
  - 48.3. Pursuant to Clauses of the CC, the Contractor is responsible for damages to people and property caused by the execution of the works or the procedures used for execution (e.g. project vehicles demolishing local fences or houses, driving accidentally over crops or causing any other material grievances).
  - 48.4. Access to the Project Areas is prohibited to unauthorized persons. The Contractor is responsible for the security and access control of the Project Areas.
  - 48.5. The Engineer is informed of any damage caused to people, or the property of individuals, other than the Contractor's personnel, within 6 hours of the event, regardless of the value of the prejudice.
  - 48.6. The Contractor shall establish procedures to manage and rectify and record incidents related to community disturbances.
  - 48.7. Blasting
    - 48.7.1. Housing existing before the start of the works, located within a minimum radius of 800 m around the perimeter of the quarries and within a minimum radius of 500 m around the other Project Areas that will be subject to blasting, will be examined by a bailiff unless agreed upon otherwise with the Engineer.
    - 48.7.2. The bailiff's sworn statement is prepared and provided to the Engineer with the Site-ESMP.
    - 48.7.3. Should any problems be detected due to the intensity of blasting, the Engineer is entitled to request that the Contractor carry out seismic measurements of the intensity of the vibrations induced by the blasting, at variable distances from the blasting points, under the supervision of the Engineer, and at the cost of the Contractor.
- 49. Land acquisition and land take**
- 49.1. Pursuant to Sub-Clauses of the CC, the Contractor will cover (i) occupancy indemnities for the extraction or use of construction materials and (ii) the cost of acquiring the necessary land to stockpile excess backfill material.
  - 49.2. The Contractor provides compensation for any prejudice suffered by the owners of the land mentioned in Sub-

Clause 48.1 of the present ESHS Specifications, but also for any prejudice incurred by users of this land, if these users are not the same parties as the owners.

49.3. If not otherwise instructed by the Employer, the Contractor demonstrates to the Engineer (i) who are the owner and the users, if different parties have been identified, and (ii) a written agreement governing the temporary occupancy or acquisition of this land has been negotiated and duly paid up to the two parties, if different.

## **50. Traffic management**

50.1. The Contractor defines the characteristics of its fleet of vehicles and site machinery in the PA-ESMP, in the form of a traffic management plan with the aim to prevent construction site vehicle incidents by the effective management of transport operations throughout the construction process.

50.2. The Contractor defines in the traffic management plan the itineraries used on a map for each route between the different Project Areas and for each phase of the construction works, and obtains the validation of the Engineer. The Contractor requests that the Employer obtain the authorisations of the competent administrative authorities if public roads are used. Any Engineer's instruction to update the traffic management plan shall be implemented.

50.3. To reduce accidents, the Contractor will ensure that:

- a) Pedestrians and vehicles are kept apart (e.g. through providing separate entrances, walkways, signals)
- b) Vehicle movements are minimized
- c) Drivers are adequately trained and have the appropriate permits for driving vehicles
- d) Turning circles for turning vehicles are installed.

50.4. Within one month of the physical start of works, the Contractor informs the administrative authorities of areas crossed by the Contractor's vehicles, of the itinerary and characteristics (frequency of passing, size and weight of trucks, materials carried) of the Contractor's fleet of vehicles.

50.5. If public roads are used, and unless approved otherwise by the Engineer, the Contractor mandates a bailiff to make a sworn report regarding the state of the road prior to use by the Contractor's vehicles. The report is annexed to the PA-ESMP.

50.6. The Contractor describes in the traffic management plan the expected traffic created by its fleet of vehicles (frequency of trips between Project Areas, working hours, convoys).



- 50.7. The Contractor also describes the number and positioning of flagmen.
- 50.8. Unless specified otherwise in the Contract or instructed otherwise by the Engineer, heavy vehicles (i.e. with a GVWR of more than 3.5 tons) may not be used at night between 22:00 and 06:00.
- 50.9. Speed limits
  - 50.9.1. The Contractor takes action to limit and check the speed of all vehicles and machinery used to execute the works at an appropriate level.
  - 50.9.2. The maximum speed of all machinery and vehicles of the Contractor comply with the lowest of the following: the speed limit defined according to the Employer's country regulations or the following limits.
  - 50.9.3. 20 km/h within the Project Areas;
  - 50.9.4. 30 km/h in villages or hamlets, in towns, from 100m before the first house;
  - 50.9.5. 80 km/h on unpaved roads outside of towns, villages, hamlets and camps.
  - 50.9.6. Pursuant to Sub-Clauses of the CC, and in coordination with the competent Employer's country authorities, the Contractor provides and installs signs for the fleet of vehicles along public roads, when public signs are inadequate.
  - 50.9.7. The Contractor provides each of its drivers with a map at the appropriate scale of the roads authorised for the execution of the works, clearly indicating the maximum speeds authorised, and ensures their understanding.
- 50.10. It is strictly prohibited to transport people, equipment or products other than those required for the Works and the management of Project Areas, on board any of the Contractor's vehicles. This provision also applies to the transport of live animals and meat obtained from hunting, fishing or poaching.
- 50.11. The trailers and skips used to carry materials which could be projected (sand, crushed material, aggregates, selected materials) are covered with a tarpaulin for the entire itinerary between two Project Areas.
- 51. **Fossils/  
Archaeological  
Chance Finds**
  - 51.1. The Contractor shall establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils as stipulated in Sub-Clauses of CC.

## Appendix 1 - Example for the Contents of a PA-ESMP

1. **Environmental policy**
  - Declaration of ESHS policy signed by the Managing director of the Contractor and clearly defining the commitment of the Contractor in terms of (i) ESHS management for its construction sites and (ii) compliance with the ESHS Specifications of the Contract.
2. **PA-ESMP**
  - Target and content of the Project Area Environmental and Social Management Plan (including Health and Safety)
  - Preparation and updating schedule
  - Quality assurance and validation
3. **ESHS resources**
  - Human resources:
    - ESHS manager
    - ESHS supervisors
    - Person in charge of relations with stakeholders
    - Medical personnel
  - Logistics & communications:
    - ESHS vehicles
    - IT stations
    - In situ noise, air and water measuring equipment
    - Analysis laboratory used
  - Reporting:
    - Weekly inspections
    - Monthly
    - Accident/ Incident
4. **ESHS regulations**
  - Definition of standards for the applicable national ESHS regulations and the ESHS recommendations of institutions affiliated to the United Nations (WHO, ILO, IMO, IFC), applicable to the execution of works:
    - Environment.....
    - Noise and Vibration Soil Erosion
    - Air Quality
    - Solid Waste
    - Hazardous Materials
    - Wastewater Discharges
    - Contaminated Land
    - Occupational Health and Safety
    - Community Health and Safety
    - General Site Hazards

- Disease Prevention
    - Traffic Safety
    - Discharge standards
    - Minimum wage
    - Day and/or night traffic restrictions
    - Other
  - Definition of ESHS standards for the industry applied
  - Site tracking procedure:
    - Frequency
    - Personnel
    - Assessment criteria
  - Non-conformity handling and detection procedure:
    - Distribution of information
    - Notification depending on the level of importance allocated to non-conformities
    - Tracking of the closing of the non-conformity
  - Management of data on tracking and non-conformities:
    - Archiving
    - Use as a performance indicator
- 5. ESHS operational inspection resources**
- Description of Project Areas (as per definition in ESHS Specifications Sub-Clause 1.3):
    - Number
    - Location on a topographical map
    - Activities
    - Opening & closing schedule
    - Access
  - Reference to the Appendix: a Site-ESMP for each Project Area.
- 6. Project Areas**
- Identification and characterisation of health and safety risks, including the exposure of personnel to chemicals, biological hazards and radiation.
  - Description of working methods to minimise hazards and control risks.
  - List of the types of work for which a work permit is required
  - Personal protection equipment
  - Presentation of the medical facilities at Project Areas:
    - Healthcare centre, medical equipment and allocation of medical staff
    - Medical treatments that can be carried out on-site
- 7. Health and safety plan**

- 
- Ambulance, communications
    - Referring hospital
  - Evacuation procedure for medical emergencies
  - Description of the internal organisation and action to be taken in the event of an accident or incident
  - 8. Training plan**
    - Basic training for non-qualified staff
    - Health and Safety inductions
    - Health & safety training
  - 9. Labour Conditions**
    - Description of Human Resource Policy for construction works of direct and indirect workers
  - 10. Local Recruitment**
    - Local labour requirements:
      - Job descriptions and the levels of qualifications required
      - Recruitment procedure and deployment schedule
      - Initial training to be provided by the Contractor for each job description
    - Location and management of the local recruitment office(s)
  - 11. Project machinery and vehicle traffic**
    - Description of the fleet of vehicles/machinery used for the execution of the works and emission levels and safety requirements
    - Deployment (Project Area & schedule) and maintenance sites for each vehicle and machine
    - Mapping of itineraries, travel times, and areas where speeds are limited
    - Dust suppression:
      - Mapping or road sections where dust reduction initiatives apply
      - Water points identified or to be created for refueling tanker trucks
      - Capacity of the tanker trucks used and calculation of the number of trucks required
      - Width of the track to determine if one watering run or equivalent is adequate (narrow track) or if two runs are required (wide track)
      - Number of watering or equivalent operations proposed per day depending on the climate
  - 12. Dangerous substances**
    - Inventory of dangerous substances per Project Area and per period
    - Transport and storage conditions and chemical incompatibility
  - 13. Effluents**
    - Characterisation of effluents discharged to the receiving environment
    - Facilities for the treatment or pre-treatment of effluents including sufficient run-off
    - Measures for reducing the sediment content of rainwater runoff
    - Measures for monitoring the efficiency and performance of facilities for reducing sediment content of rainwater runoff
    - Resources and methods for monitoring effluent and rainwater runoff quality

- 14. Noise and vibrations**
  - Estimation of the frequencies, duration, days of the week and noise levels per Project Area
- 15. Waste**
  - Inventory of waste per Project Area and per period
  - Collection, intermediate storage, handling and treatment methods for ordinary or inert waste
  - Storage and handling methods for dangerous waste
- 16. Clearing and revegetation**
  - Methods & schedule for clearing vegetation and earthwork activities
  - Methods, species and schedule for the revegetation of Project Areas disturbed by the works
- 17. Biodiversity**
  - Schedule for adequate fauna and flora management
  - Measures for minimizing impact on fauna and flora species based on the Contracting Authority procedures
  - Measures for monitoring the efficiency and performance of the plan in place
  - Measures for limiting IAS
  - Measures for monitoring the efficiency and performance of the plan in place
- 18. Prevention of erosion**
  - Location of zones suffering from erosion
  - Methods and schedule for the implementation of anti-erosive actions, including topsoil storage
- 19. Documentation of site condition**
  - List and cover of viewpoints
  - Imaging method
  - Archiving photographs
- 20. Rehabilitation**
  - Method and schedule for Project Area rehabilitation
- 21. Appendices**
  - Site-ESMPs (number and location specified in Section 6 “Project Areas” above):
    - Marking out of the Project Area perimeter on a map
    - Definition of zones for vegetation clearing, zones for the storage of usable timber, zones for burning of green waste
    - Definition of on-site activities: construction, storage areas, accommodation areas, offices, workshops, concrete making units
    - Layout of activity areas on the Project Area: construction works, production/operation areas, rehabilitation and closure
    - Zones for the storage of topsoil, spoil from earthworks, materials
    - Access routes and checkpoints
    - Project Area occupancy schedule
    - Organisation of Project Area preparation
    - Liquid discharge outlet points
    - Proposed sampling points for monitoring water quality
    - Atmospheric emission outlet points

- Location of the storage site for dangerous products
- Location and mapping of waste treatment facilities when handled by an external service provider
- Any other information relating to the environmental management of the Project Area
- Emergency plan
  - Description of facilities
  - Characterisation of hazards
  - Emergency situations
  - Organisation structure - roles and responsibilities
  - Emergency procedures
  - Human and material resources
  - Triggering of the plan
  - Reporting

## Appendix 2 - Properties rendering a product dangerous

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

## Appendix 3 – Code of Conduct

As part of the Environmental and Social Management Plans (ESMP) WZPDCL has committed to develop a Code of Conduct. The Code of Conduct will be prepared by the Contractor (referred to as “the Company” in this document) with support from the based on this guidance and will be implemented during construction activities.

The Code of Conduct establishes clear guidelines for daily business conduct and ethical behaviour. Each employee shall be informed of this document and bound by it while employed by the Project (which includes employment by Project partners/sub-contractors). The Code of Conduct shall be publically disclosed and made available to local communities in appropriate locations.

The text in italics and grey highlighted includes instructions for the authors of the Code of Conduct (Contractor).

### 1. INTRODUCTION, PURPOSE AND SCOPE

The purpose of the Code of Conduct is to provide guidance to all employees (including those of sub-contractors) on how the Company expects them to behave in the workplace, and how they should conduct themselves with Project stakeholders (employees, customers, suppliers and members of the public). The purpose and scope of the Code of Conduct will outline the Company management commitments, values and core operating principles. The Code shall refer to other relevant management plans (e.g. Health and Safety).

### 2. RESPONSIBILITIES AND IMPLEMENTATION OF THE CODE OF CONDUCT

Describe how the Company will implement the Code and details the responsibilities of managers and employees.

- Commitment that the Code will be shared with employees during onboarding and training (i.e. that the Code is not read only once).
- Include a requirement for all employees to sign an Acknowledgement Form attached to the Code.
- Commitment to promptly communicate changes/updates to the Code.
- Commitment to training and continuous improvement.
- Include a list of other policies and procedures linked to the Code of Conduct.

### 2. VIOLATIONS AND FEEDBACK

Describe how violations of the Code of Conduct and feedback about it will be handled.

- Commitment for all personnel to prevent violation of the Code, to identify and raise potential issues before they lead to problems, to seek guidance when necessary and to report circumstances that are in violation of the Code.
- Describe feedback mechanisms and encourages employees to raise any concerns or provide feedback. Develop safe and confidential ways to report concerns of misconduct and ensure zero tolerance on retaliation.
- Describes the action that will be taken against those who violate the Code. These may include performance or disciplinary consequences including termination of employment, subject to local laws and regulations. Where an action is also in breach of the law, the employee may be subject to prosecution under civil or criminal law. Include a commitment to value the help of employees who identify possible legal or ethical business misconduct. This will include whistleblowing (i.e. the reporting of wrongdoing that is in the public interest, such as a criminal offence, danger posed by a H&S risk, or a miscarriage of justice).



#### 4. HUMAN RIGHTS AND LABOUR PRACTICES

We will protect human rights as defined in the Universal Declaration of Human Rights (UDHR). No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group or ethnic origin.

- We will treat all employees and community members with dignity, respect and justice, taking into consideration their different cultural sensitivities.
- We will not permit any form of violence, harassment or abuse at the workplace or local community.
- We will work with public and private security providers to avoid security arrangements that cause or contribute to human rights violations.

#### 5. HEALTH AND SAFETY

The Company will provide a clean, safe and healthy work environment, taking measures that are considered reasonable to maximize prevention of occupational risk. Measures will be taken to continuously improve the Health and Safety (H&S) performance. Violence and threatening behavior are not permitted.

All Project partners, consultants, agents, sub-contractors and suppliers, will be required to respect and adhere to the Company's H&S requirements.

Please include specific rules around H&S practices (e.g. from ESMP/ESCOP), such as:

- All of us will commit to our roles and responsibilities to ensure a healthy and safe working environment.
- We will report incidents and accidents. These will be investigated, and corrective actions will be taken.
- ...

#### 6. ENVIRONMENT

The Company will do any work-related activities in an environmentally sound manner for the benefit of all Project stakeholders and the environment in which the Project operates and provides service. The Company will adhere to any environmental management plans and programs throughout all activities performed. Any environmental management plans will be shared by the Company with its employees.

Please include a list of key commitments, eg.

- We will not do informal harvesting of plants or plant products (such as fruits and nuts);
- We will not dispose solid and liquid wastes of any kind in unauthorized manner while in transit on company business or while living in Project-provided accommodation of any kind; and
- We will not deal with artefacts that may be of cultural heritage value.
- ...

#### 7. FAIR DEALING / SUPPLIER AND CLIENT RELATIONSHIPS

The Company will deal responsibly, honestly and fairly with other project stakeholders the customers, suppliers, authorities, competitors and other third parties.

Please include specific commitments related to:

- Bribery and corruption;
- Conflicts of interest;
- Fair competition;
- Confidential information; and
- Insider trading.

The Company will not establish business relationships with companies or individuals that are not in compliance with ethical, H&S, and human rights standards compatible with those adopted by the Company.

#### 8. RELATIONS WITH THE COMMUNITIES NEIGHBOURING THE PROJECT

The Company will engage, cooperate and maintain good neighbor relations with local communities.

Please include specific commitments, e.g.:

- Prohibition of illegal substances, weapons and firearms.
- Prohibition of harassment or abuse (physical or verbal);
- Prohibition of nuisance and disturbance in or near communities.
- Respecting the diversity of ethnic or cultural minorities and acknowledging their unique and important interests in lands, waters and environment as well as their history and traditions; and
- Maintaining appropriate standards of dress and personal hygiene.

#### 9. COMMUNICATION

We will communicate with each other in a fair, open, respectful and responsible manner.

This Code of Conduct will be disclosed to all workers at site in the relevant languages. It will also be shared with sub-contractors and partners of the Company for them to distribute in their organizations accordingly.

#### 10. CONTACT

Please provide contact details of the person responsible for the implementation of the Code of Conduct.

.....



## Appendix 4 – Grievance Mechanism

WZPDCL has committed to implement an Environmental and Social Management Plan (ESMP). As part of this WZPDCL has committed to develop and implement a Grievance Mechanism to ensure that all stakeholder comments, suggestions and objections are captured and considered. This will allow the affected community and the workers to express their concerns and any complaints directly to WZPDCL. Contact details and information on the procedure, including grievance form, will be distributed to the local communities.

The text in italics and grey highlighted include instructions for the author of the Grievance Management (Contractor).

### 1. INTRODUCTION

As part of its community liaison process, The Contractor will implement a Grievance Mechanism to ensure that all stakeholder comments, suggestions and objections are captured and considered. It will allow the affected community and the workers to express their concerns and any complaints directly to the Contractor.

This Grievance Mechanism has been designed to be

- scaled to address the risks and impacts on affected communities,
- culturally appropriate,
- clear and accessible for any individual or group at no cost (vulnerable groups),
- transparent and includes regular reporting, and
- prevent retribution and to not impede access to other remedies.

#### 1.1 PURPOSE

The purpose of this Grievance Mechanism is to outline the Project's approach to accepting, assessing, resolving, and monitoring grievances, comments and suggestions from those affected by the Project's activities:

- Construction workers and suppliers (Contractor and Subcontractors)
- Community members

Timely redress and resolution of grievances is vital to ensure successful implementation of the Project. All complaints will be handled without prejudice.

The process covers all components and activities of the Project, including those activities undertaken by subcontractors on behalf of the Project.

### 2.6 DEFINITION GRIEVANCE

A grievance is any complaint about the way a project is being implemented. It may take the form of specific complaint about impacts, damages or harm caused by the Project, concerns about access to the project stakeholder engagement process or about how comments have been addressed, and concerns about Project activities during construction or operation, or perceived incidents or impacts.

A grievance is defined as an issue, concern, problem or claim (perceived or actual) that an individual or community group wants a company or contractor to address and resolve, e.g.

- specific complaint about impacts, damages or harm caused by the Project,
- concerns about access to the project stakeholder engagement process and how grievances have been addressed,
- concerns about Project activities during construction or operation, or perceived incidents or impacts.

Also, positive feedback and suggestions may be filed via the Grievance Mechanism.

### 2. ROLES AND RESPONSIBILITIES

Roles and responsibilities under this Procedure are as follows:

Include roles and responsibilities within your organization as relevant to the Project:

<b>Role</b>	<b>Responsibility</b>
Complaints Manager/ Community Liaison Officer	Owner of the Grievance Mechanism and responsible for implementation, continuous improvement and monitoring thereof
Environmental and Social (E&S) Manager	Responsible for management of E&S topics and implementation of the ESMP supports the Grievance Manager to resolve grievances.
...	...

### 3. GRIEVANCE PROCEDURE

1. Receive a grievance: Stakeholders shall be able to use the following methods to submit a grievance:

<The Contractor to include communication channels to file a grievance, e.g. hotline, webpage, local contact>.

- ..
- ..

The grievance is recorded and classified in the 'Complaints register' by <The Contractor o name responsible person>. The Grievance Log will be held at <add location,>

If the Complaint is readily resolvable and can be dealt with immediately, the <name responsible person/ position> takes action to address the issue directly and records the details in the Complaints Register.

2. Grievance is formally acknowledged through a personal meeting, phone call, or letter as appropriate, within 5 working days of submission. If the grievance is not well understood or if additional information is required, clarification should be sought from the complainant during this step.

3. The Complaints Manager delegates the grievance in writing to the relevant department(s)/personnel /contractor for development of an appropriate response. The Complaints Manager will estimate the subject matter of this grievance and identify the risk category. If required, the grievance may be sent for consideration of the senior management.

4. A response is developed by the delegated team and Complaints Manager with input from the Senior Management and others, as necessary.

5. Required actions are implemented to deal with the issue, and completion of these is recorded on the grievance log.

6. The response is signed-off by the Complaints Manager. The sign-off may be a signature on the grievance log or in correspondence which should be filed with the grievance to indicate agreement.

7. The response is communicated to the affected party; the response should be carefully coordinated. The Complaints Manager ensures that a suitable approach to communicating the response to the affected party is agreed and implemented. The response to a grievance will be provided 20 working days after receipt of the grievance.

8. The response of the complainant is recorded to help assess whether the grievance is closed or whether further action is needed. The Complaints Manager will use appropriate communication channels, most likely telephone or face to face meeting, to confirm whether the complainant has understood and is satisfied with the response. The complainants' response should be recorded in the Complaints Register.

9. The grievance is closed with sign-off from the Complaints Manager, who determines whether the grievance can be closed or whether further attention and action is required. If further attention is required the Complaints Manager should return to Step 2 to re-assess the grievance and then take appropriate action. Once the Complaints Manager has assessed whether the grievance can be closed, he/she will sign off to approve closure of the grievance on the grievance log or by written communication.

If actions taken on a grievance are not successful, a stakeholder may turn to court in accordance with the existing legislation of Bangladesh. The Grievance Form is presented in the Appendix to this document.

#### 4. COMPLAINT REGISTER

It is important that issues raised by the stakeholders are recorded in a logical and systematic way so that they can be tracked through to appropriate resolution and closure. The register will record:

- Reference number for the stakeholder;
- Name and contact details (unless requesting anonymity);
- Date of contact(s);
- Issue(s) raised (comment, suggestion, question, complaint, etc.);
- Proposed response and actions to be taken; and
- Status (recorded, active, closed).

Where many stakeholder raise similar issues these will be grouped as “issues” and responses to them will be tracked together in a separate section of the register. An appropriate cross-reference will be made in the response column in the main register.

The Complaint Register will be in the format of an Excel Sheet.

#### 5. COMMUNICATION

This Grievance Mechanism will be disclosed to

- a) the workers (as part of the Induction Training, see ESMP) and
- b) the communities neighboring the Project site (as part of the on-going engagement activities, see ESMP).

By consulting with the local communities regarding this Grievance Mechanism, the Project will ensure that the process is considered by community members to be culturally appropriate, trustworthy and effective.

#### 6. CONFIDENTIALITY/ DATA MANAGEMENT

If a Complainant wishes to remain anonymous this will be accepted. No personal data will be made public. Details of the grievance will only be provided to those directly involved in the examination process (i.e. those involved with remedying the grievance). If confidentiality cannot be guaranteed, for example because of government regulations the Contractor can suggest to lodge grievances under an alias.

Personal data contained in the Complaints Register will be kept only as long as necessary to investigate the Complaint and implement a resolution. Personal data will then be either deleted or modified and transferred to an archive for a reasonable period as required by relevant laws and regulations on Data Privacy.

#### 7. PROTECTION FROM RETALIATION

Retaliation is any adverse action taken against a complainant, employee or contractor whose purpose is to frustrate the operation of this Procedure. The Contractor and its subcontractors will not tolerate such conduct. When concerns about retaliation or victimisation are raised, they will be investigated under the Code of Conduct.

# Appendix - Grievance Form

<b>Grievance Form</b>	
<b>Reference No (assigned by the Contractor):</b>	
<p><i>Please enter your contact information and grievance. This information will be dealt with confidential.</i></p> <p><i>Please note: If you wish to remain anonymous, please enter your comment/grievance in the box below without indicating any contact information – your comments will still be considered.</i></p>	
<b>Full Name</b>	_____
<b>Anonymous submission</b>	<input type="checkbox"/> I want to remain anonymous
<b>Please mark how you wish to be contacted (mail, telephone, e-mail).</b>	<input type="checkbox"/> <b>By Mail (Please provide mailing address):</b> _____ _____ <input type="checkbox"/> <b>By Telephone (Please provide Telephone number):</b> _____ <input type="checkbox"/> <b>By E-mail (please provide E-Mail address):</b> _____
<b>Preferred Language for communication</b>	<input type="checkbox"/> ... to include languages spoken in the region... <input type="checkbox"/> ... to include languages spoken in the region... <input type="checkbox"/> <b>Other, please specify:</b> _____
<b>Description of Incident or Grievance:</b>	
What happened? Where did it happen? Who did it happen to? What is the result of the problem?	
<b>Date of Incident/Grievance:</b> _____	<input type="checkbox"/> <b>One time incident/grievance (date _____)</b> <input type="checkbox"/> <b>Happened more than once (how many times? _____)</b> <input type="checkbox"/> <b>On-going (currently experiencing problem)</b>
<b>What would you like to see happen to resolve the problem?</b>	

## Appendix 5 – Incident Reporting

WZPDCL has committed to implement an Environmental and Social Management Plan (ESMP) WZPDCL will ensure that the ESMP will be adhered to by the Contractor and all subcontractors. This includes the commitment to incident reporting. Incident reporting and investigation enables lessons to be learned and actions to be taken to prevent reoccurrence and reduce the number and severity of future incidents. Comprehensive incident reporting and investigation enables analysis of Environment Health and Safety (EHS) performance to identify trends and highlight areas of strong performance and where improvement is required.

Any Major Incident occurring on the Construction site of the Project or caused by the Construction activities shall be reported by the Contractor/ subcontractor to WZPDCL as soon as possible and not later than 24 hours after the incident occurred.

### Definition of Major Incident:

Any social, labour, health and safety, security or environmental incident or accident having or which would reasonably be expected to have a negative impact on the Project. This may include explosions, fires, spills or workplace accidents which result in serious or multiple injury or major pollution. Any Injury of any employee (of Contractor or subcontractors/ suppliers) that causes loss of working time (Loss Time Injury) is considered as a major Incident.

### Guidance for Accidents and Incidents Reporting

#### 1 Basic Information

- date, time, weather / lighting / conditions
- statement of facts
- details of deaths, injuries, damage, immediate losses
- details of witnesses
- details of whether scene was secured / photographed
- details of any item tested / sampling / sent for testing / removed from scene
- details of person leading investigation
- time lapse between accident and investigation

Basic data should be clear, unambiguous, and factual (i.e. free from interpretation). Any gaps in the data should be highlighted and addressed in the investigation.

#### 2 Investigation

- reconstructed timeline of events, with the incident/accident in the mid-point, and linked events streamed either side, with clear identification of individuals/teams/third parties (e.g. contractors) that are linked and therefore require interviewing
- robust but sensitive questioning of witnesses and linked individuals/third parties to
- clarify facts, assist with timeline reconstruction and advance the investigation. Statements/ notes of interviews to be included.

The investigation must follow the facts, witnesses and linked individuals/third parties and the timeline, and not be constrained by the incident/accident event in isolation.

In case publications on the event are available, these should be attached to the report (e.g. press articles, online articles, radio and TV- spots).

#### 3 Analysis

- using basic data, interview outcomes and reconstructed timeline, identification of:
- immediate causes
- underlying causes (actions in the past that have allowed or caused undetected unsafe conditions/acts)
- root causes (generally organizational/management failings, sometimes not directly/ obviously in relation to accident/incident regarding location/time)
- identification of absent/inadequate/failed/unused risk identification, - management- and control measures, reference/gap analysis against relevant national legislation and against the international



standards as applicable and agreed upon for the Project

- conclusions and summary of root causes and underlying causes for the accident/incident.

Analysis must be sufficiently rigorous to go wherever the investigation has led. Identification of root, underlying and immediate causes must be sufficiently credible and robust to withstand third-party scrutiny.

#### **4 Way forward**

- for EACH root cause, underlying and immediate cause, a corrective/preventive action is required (these may be numerous and interlinked)
- for EACH action, a named person with sufficient resource to deliver upon it and a clear timeline (action plan) is required. In addition, a named person should have overall responsibility for monitoring / reporting on progress (with timelines).
- demonstration, that all actions together will prevent recurrence; evidence that current risk assessments/procedures have been revised to reflect this
- details of communications to stakeholders, to include a concise summary of the investigation, including the action plan, and lessons learned.
- details of ongoing support and assistance to those impacted directly or indirectly by the accident.

#### **Types of reportable injury**

##### **The death of any person**

All deaths to workers and non-workers, apart from suicides, must be reported if they arise from a work-related accident, including an act of physical violence to a worker.

##### **Specified injuries to workers**

- fractures, other than to fingers, thumbs and toes
- amputations
- any injury likely to lead to permanent loss of sight or reduction in sight
- any crush injury to the head or torso causing damage to the brain or internal organs
- serious burns (including scalding) which:
  - covers more than 10% of the body
  - causes significant damage to the eyes, respiratory system or other vital organs
- any scalping requiring hospital treatment
- any loss of consciousness caused by head injury or asphyxia
- any other injury arising from working in an enclosed space which:
  - leads to hypothermia or heat-induced illness
  - requires resuscitation or admittance to hospital for more than 24 hours

IMMEDIATE INCIDENT NOTIFICATION					
<b>1. Incident Details</b>					
<b>Project Company</b>		<b>Date of incident</b>			
		<b>Time of Incident</b>			
<b>Location of incident</b>		<b>Type of Incident</b>	<b>Environmental</b>	<input type="checkbox"/>	
			<b>Injury</b>	<i>Workforce</i>	<input type="checkbox"/>
				<i>Public/Local community</i>	<input type="checkbox"/>
<b>Social incident (e.g. violent labor unrest)</b>	<input type="checkbox"/>				

<b>2. WHAT HAPPENED</b>
<i>Brief description of incident</i>

<b>3. INJURED WORKERS</b>						
<b>Employee / Contractor</b>	<b>Sex</b>	<b>Age</b>	<b>Job Title / Description</b>	<b>Time with company</b>	<b>Cause</b>	<b>Injury Type (Major / Fatal)</b>

<b>4. INJURED MEMBERS OF PUBLIC</b>						
<b>Name</b>	<b>Sex</b>	<b>Age</b>	<b>Community</b>	<b>Place of Residence</b>	<b>Cause</b>	<b>Injury Type (Major / Fatal)</b>

<b>5. ENVIRONMENTAL INCIDENT</b>			
<b>Type (Spill / Gas Release)</b>	<b>Total Loss (Liters /kG)</b>	<b>Cause</b>	<b>Damage</b>

<b>6. WITNESSES TO INCIDENT</b>			
<b>Name</b>	<b>Sex</b>	<b>Place of Residence</b>	<b>Description of incident</b>

<b>7. OTHER RELEVANT INFORMATION</b>				
<b>Have the authorities been informed?</b>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
<i>Please provide further information here</i>				

<b>Media attention?</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
<i>Please provide further information here</i>					
<b>Any effects off-site?</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
<i>Please provide further information here</i>					
<b>Photographs taken?</b> <i>(please include them in this report)</i>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
<b>Date</b>					
<b>Which immediate corrective actions have been taken after the accident? By whom?</b>					
<i>Please describe here if the accident led to changes into the works organization or process, if specific equipment has been acquired/mobilized, if protection measures were implemented, if works have stopped etc.</i>					
<b>Person completing form:</b>					
<b>Name and position:</b>					
<b>Contact details:</b>	<b>Phone</b>		<b>Email</b>		