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| Technical Proposal |

* Site Organization and Method Statement
* Construction Schedule –
* Personnel proposed
* Equipment proposed

The Bidder must provide the documentation based on the requirements below which should be aligned with the relevant ‘works Requirements’ as outlined under Section VII. This information will be incorporated into the Contract accordingly.

* **Site Organization and Method Statement**

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| **Note to Bidders:**   * Please provide details on the contract management set up showing key positions, responsibilities and line of command including subcontractors in an organogram. * Please describe in detail (not more than three pages) on how to manage and execute the works in line with the above organogram and Construction Schedule below. Explain in particular the integration of a quality management plan for site supervision and the number and deployment schedule for work teams, logistics, material supply chain, incorporation of local labour and subcontractors. The tenderer must comprehensively identify all possible risks to the delivery schedule and the proposed measures to be put in place to mitigate such risks. The tenderer must identify all contingency plans that could be put in place to address possible problems in availability of materials, labour, etc. * Provide details on separate sheets and bind into submission by securely affixing behind this page |

* **Construction Schedule**

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| **Note to Tenderers:**   * A detailed Gantt chart combining all activities in one program for the completion of all works. The chart shall clearly indicate the start and finish date of each activity, the interdependencies of the activities, the responsible work team/sub-contractor, required equipment, key dates for progress measurement and payments due, and all milestones during construction. * The tenderer must submit a complete programme for the completion of all of the works. * The programme must be accompanied by a provisional cash flow of milestone payments. * Provide details on separate sheets and bind into submission by securely affixing behind this page |

* **Environmental, Social, Health and Safety (ESHS) Management**

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| **Note to Tenderers:**   * Refer to Works Requirements (Section VII, Item 1b)   . |

* **Quality Management Plan**

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| **Note to tenderers:**   * Provide details of the QAP, Procedures and attached hereto the Company Quality Certification (ISO or similar) * Provide details on separate sheets and bind into submission by securely affixing behind this page |

* **Personnel proposed**
* **Equipment proposed**

Qualification Information

*[The information to be filled in by* ***bidders*** *in the following pages shall be used for purposes of qualification as provided for in ITB 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English].*

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| --- | --- |
| **1. Individual Bidders or Individual Members of Joint Ventures** | 1.1 Constitution or legal status of Bidder: *[attach copy]*  Place of registration: *[insert]*  Principal place of business: *[insert]*  Power of attorney of signatory of Bid: *[attach]*  1.2 Annual amounts of construction works performed during the last 3 years of at least 2 times the value of bids  1.3 3 (three) Number of works of a nature and amount similar to the Works performed as prime Contractor over the last *5* years. |

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| --- | --- | --- | --- |
| Project name and country | Name of client and contact person | Type of work performed and year of completion | Value of contract  (National currency equivalent) |
| (a)  (b) |  | *[The similarity should be based on the physical size, complexity, methods or other characteristics as described under Section VII, Works Requirements]* |  |

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|  | 1.4 Major items of Contractor’s Equipment proposed for carrying out the Works*. [List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]* |

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| --- | --- | --- | --- |
| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
| (a)  (b) | The list of equipment shall be as per Para ITB 5.2 (C) |  |  |

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|  | 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data. Refer also to ITB Sub-Clause 5.3 (e) and GC Sub-Clause 9.1.]* |

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| Position | Name | Years of experience (general) | Years of experience in proposed position |
| 1. Project Engineer and quality Control Engineer 2. Project Supervisor cum Environment, Social, Health Safety Officer |  |  |  |

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|  | 1.6 Proposed subcontracts and firms involved. Refer to GC Clause 7. |

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| --- | --- | --- | --- |
| Sections of the Works | Value of subcontract | Subcontractor  (name and address) | Experience in similar work |
| (a)  (b) |  |  |  |

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|  | 1.7 Financial reports for the last *[insert number; usually 5]* years: balance sheets, profit and loss statements, auditors’ reports, etc. *[List below and attach copies.]*  1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.  1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.  1.10 Information on current litigation(s) in which the Bidder is involved. |

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| Other party(ies) | Cause of dispute | Amount involved |
| (a)  (b) |  |  |

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|  | 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents. |
| **2. Joint Ventures** | 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.  2.2 The information in 1.11 above shall be provided for the joint venture.  2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.  2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:  (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and  (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. |
| **3. Additional Requirements** | 3.1 Bidders should provide any additional information required in the BDS. |

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 **Error! Hyperlink reference not valid.**or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

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

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

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

1. **Sanctionable Practice**

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

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

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

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

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

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

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

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

1. **Social and Environmental Responsibility**

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

1. comply with and ensure that all their Subcontractors and major suppliers, i.e., for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation[[1]](#footnote-1) (ILO) and international environmental treaties and;
2. implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – Works Requirements

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| Section VII. Works Requirements |

Contents

1. Specifications

1. Technical Specifications
2. List of Technical Personnel for the Key Position
3. Specifications for Project Area Environmental, Social, Health and Safety Management (ESHS)

2. Drawings

1. Specifications

a) Technical Specifications and Scope of Work

1) Name of The Work – Construction of 4 rooms barrack types staff quarter with Toilet/ kitchen facility and 1 Computer room.

b) List of Technical Personnel for the Key Position

The Contractor will have to appoint the following key personnel during the execution and entire contract period, apart from other key personnel and support staff as necessary.

| **S No** | **Position** | **Educational Requirement** | **Experience Requirement** | **Total Nos** |
| --- | --- | --- | --- | --- |
| 1. | Project Engineer and quality Control Engineer | Graduate in Civil Engineering with postgraduate in Management | At least 7 years’ experience on execution of civil engineering projects & Experience in Similar Works. | 1 |
| 2. | Project Supervisor cum  Environment, Social, Health and Safety Officer | Graduate in Civil Engineering  Or  Diploma in Civil Engineering | At least 3 years’ experience on civil engineering projects for Graduate Engineer.  Or  At least 5 years’ experience on civil engineering projects for Diploma Engineer.  Experience of construction supervision of at least 2 civil constructions similar nature of works as per this tender.  Must have experience in Environment, Social, Health, and Safety aspects. | 1 |

Note:

1. Aforesaid personnel shall be deployed within the period starting from the date of award of contract as stipulated in the contract.

2. Approval of the competent authority about suitability of personnel shall be obtained before deployment.

3. The Bidder shall submit CVs of proposed personnel confirming eligibility, experience and suitability of the personnel for the project.

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| c) Specifications for Environmental, Social, Health and Safety Management (ESHS) of the Works |

| **A. General Requirements for ESHS Management**  [*Employer: Please do not delete]* | | |
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| **Topic /**  **Potential Impact** | **Requirements for Mitigation, Management and Enhancement** | **Bidder’s signature** |
| 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 CC Sub-Clause 1.1.17.  Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications.  Site is the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor’s risk.  In term of physical footprint, the CC Sub-Clause 1.1.17 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:   1. Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e., including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas; 2. Health and safety conditions to be maintained for the Contractor’s personnel and any other person present on the Project Areas, or along access routes; 3. Working practices and the protection of people and populations living near the Project Area but exposed to the general disturbance caused by works. |  |
|  | 1.5. 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 comply with all applicable national laws, permits and regulations and the World Bank Group´s Environmental and Social Health and Safety Standards in relation to the protection of the environment and people during construction (e.g., management of impacts and disturbances related to water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater, national labour standards, if relevant indigenous populations, standards on occupational exposure, other). For identifying the applicable regulations, the Contractor may seek external support from a specialist. |  |
|  | 1.7 Notwithstanding the Contractor’s obligation under the above clauses, the Contractor shall implement all measures necessary to avoid undesirable adverse environmental and social impacts wherever possible, restore work sites to acceptable standards, and abide by any environmental performance requirements. |  |
| 3. Management of Non-conformities | 3.1 Non-conformities detected during inspections carried out by the Supervisor, shall be addressed through measures adapted to the severity of the situation and which may include deductions from Interim Payments in accordance with GC 11.3. |  |
| 4. Resources allocated to ESHS management | 4.1 Environment, Social, Health and Safety Officer  4.1.1 The Contractor appoints at least one or several Environment, Social, Health and Safety persons in charge, who is/are fully or in part, time in charge of implementing the ESHS requirements. The ESHS person in charge speaks fluently the language of communication of the Contract. The Contractor informs all staff and workers of the name and authority of the ESHS person in charge.  4.1.2 The ESHS person in charge holds the power within the Contractor’s organization to escalate non-conformities, and in the event of severe ESHS non-conformities and in agreement with the Employer, suspend the works if considered necessary, and allocate all resources, personnel and equipment required to take any corrective action considered necessary. |  |
|  | 4.2 Personnel in charge of relations with stakeholders  4.2.1 If applicable, the Contractor nominates a Stakeholders Relations Officer (or Community Liaison Officer if appropriate) who is responsible for relations and engagement with local communities, administrative authorities, and other stakeholders and representatives of economic activities. For contracts with a low level of ESHS risks and impacts, this could also be the Contractors site staff. The Community Liaison Officer must speak the language of the local population in the Project Area. The Stakeholder Relation Officer speaks fluently the language of the local population. |  |
|  | 4.2.2 The Stakeholders Relations Officer will be located onsite or within reasonable travelling time from the Project Area.  4.2.3 Local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details so as to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor’s Personnel, inside or outside the Project Area or any other public disturbances caused by the works. |
|  | 4.3 Both the ESHS and Stakeholder Relations Officer [Community Liaison Officer] will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay. |  |
| 5. Inspections | 5.1 The Employer will regularly inspect the Project Area and Project sites for adherence to the contract conditions including the ESHS requirements. State environmental authorities may carry out similar inspection duties. The Contractor shall comply with directives from such inspectors to implement the required measures. |  |
| 6. Reporting | 6.1 The Contractor prepares regular ESHS progress reports as part of the contractually agreed reporting requirements to the Employer. This will include reporting of accidents and incidents in line with Paragraph 24. |  |
| 7. Code of Conduct | 7.1. The Contractor establishes a Code of Conduct and displays it clearly within the Project Area. The Contractor will regularly make personnel and workers aware of the Code of Conduct and the associated provisions.  The Code of Conduct addresses the following issues:  1. Compliance with applicable laws, rules, and regulations  2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer’s personnel and the Contractor’s personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)  3. The use of illegal substances  4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer’s personnel and the Contractor’s personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)  5. Interactions with the local community(ies), members of the local community(ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)  6. Sexual harassment  7. Violence including sexual and/or gender-based violence  8. Exploitation including sexual exploitation and abuse  9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behaviour towards children, limiting interactions with children, and ensuring their safety in the Project Area).  10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)  11. Avoidance of conflicts of interest  12. Respecting reasonable work instructions (including regarding environmental and social norms)  13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)  14. Duty to report violations of this Code  15. Non-retaliation against workers who report violations of the Code, if that report is made in good faith. |  |
| 8. ESHS training | The Contractor provides ESHS inductions and trainings to the workforce, in particular regarding Health and Safety risks and mitigation measures tailored to the project scope. The Contractor makes personnel aware about the importance to protect species, habitats, fauna and flora and the safety and rights of neighbouring communities. |  |
| 9. Standards | The Contractor complies with all applicable national norms, standards and discharge, emission etc. limit values defined in the national regulations. |  |

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| **B. Specific Requirements for ESHS Management**  *[Employer: Please adjust to the specific ESHS requirements of the works].* |

| **B 1 Protection of the Environment and People** | | | |
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| **Topic/**  **Potential Impact** | **Requirements for Mitigation, Management and Enhancement** | **Compliance**  **Yes/No** | **Please explain in case of No** |
| 10. Protection of adjacent areas | 10.1 Establish means of protection to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality within the works area. Use construction methods to minimise impacts to the extent possible. |  |  |
| 10.2 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. |  |  |
| 10.3. Carry out excavation works in cut off ditches to prevent water from entering excavations. |  |  |
| 10.4 Bring work site boundaries and limits in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries. |  |  |
| 10.5 Stay out of surrounding wetland areas. |  |  |
| 10.6 Keep distances in compliance with national regulations and as appropriate:   1. from any permanent water course and outside of floodable areas; 2. from sensitive urban services and buildings (health centre, school, water supply for populations); 3. from any housing; cultural sites, archaeological areas, sensitive wetlands, forest reserves or any other valued ecosystem component, or on high or steep ground or in areas of high scenic value. 4. Where it is not possible to keep distances, permission shall be obtained from the appropriate authorities. |  |  |
| 10.7 Discourage construction workers from engaging in the exploitation of natural resources such as hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities. |  |  |
| 10.8 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. |  |  |
| 10.9 Minimize long-term visual impacts. |  |  |
| 11. Selection of borrow areas, backfill material stockpile sites and access road | 11.1 Prevent and minimize the impacts of borrow areas or areas to be excavated, backfill material stockpile locations and access roads, quarrying, earth borrowing, piling and building of temporary construction camps and access roads on the biophysical environment including protected areas and arable lands; local communities and their settlements. After termination of the works, in as much as possible restore/rehabilitate all sites to acceptable standards. |  |  |
| 11.2 Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution. Build perimeter drains around stockpile areas. Locate sediment and other pollutant traps at drainage exits. |  |  |
| 11.3 Obtain appropriate licenses/permits from relevant authorities, including traditional authorities if appropriate, to operate quarries or borrow areas. |  |  |
| 11.4 Deposit any excess material in areas approved by local authorities. |  |  |
| 11.5 Take measures to avoid that stagnant water in uncovered borrow pits creates breeding grounds for mosquitoes. |  |  |
| 11.6 If disposal sites for clean spoil are necessary, locate them in areas approved by the Employer, of low land use value and where they will not result in material being easily washed into drainage channels. Whenever possible, place spoil materials in low-lying areas, compact and plant with species indigenous to the locality. |  |  |
| 12. Pollution prevention | 12.1 For all works minimize 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). |  |  |
| 12.2 Identify potentially toxic overburden and screen with suitable material to prevent mobilization of toxins. |  |  |
| 12.3 Use in as much as possible, local materials to avoid importation of foreign material and long-distance transportation. |
| 13. Effluents | 13.1 Contain and store construction wastewater appropriately, including sanitary water. Do not discharge untreated effluents. |  |  |
| 14. Emissions and dust | 14.1 Comply with national requirements for emissions. |  |  |
| 14.2 Minimise the effect of dust on the surrounding environment resulting from earth mixing sites, asphalt mixing sites, dispersing coal ashes, vibrating equipment, temporary access roads, etc. to ensure safety, health and the protection of workers and communities living in the vicinity of dust producing activities. Use best practice to ensure minimisation of dust emissions (e.g., proper stockpiling, watering etc.) during dry and windy conditions and transportation. |  |  |
| 14.3 Use vehicles in appropriate technical conditions and provide emissions control equipment where applicable (e.g., filters). |  |  |
| 14.4 Switch off vehicles when not in use. |  |  |
| 14.5 Keep speed limits on site. |  |  |
| 14.6 Sensitise drivers with regards to all measures with regards to avoiding dust and emissions and safe driving. |  |  |
| 15. Noise and vibration | 15.1 Avoid operations and vehicle movements at night. Sensitise drivers. |  |  |
| 15.2 Set traffic speed limits. Sensitise drivers. |  |  |
| 15.3 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). |  |  |
| 15.4 Keep noise levels emanating from machinery, vehicles and noisy construction activities (e.g., excavation, blasting) at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities. |  |  |
| 16. Waste | 16.1 If not otherwise instructed by the Employer, identify waste management facilities and waste management contractors. Ensure disposal through waste contractors, licensed for treatment/removal/recycling of each of the waste types, if existent. |  |  |
| 16.2 Properly collect all wastes produced including containers, litter and any other waste generated during the construction and dispose and segregate at designated disposal sites in line with applicable government waste management regulations. |  |  |
| 16.3 Minimise the waste production to the extent possible. |  |  |
| 16.4 Check that areas for depositing hazardous materials such as contaminated liquid and solid materials are approved by the Employer and appropriate local and/or national authorities before the commencement of work. Use existing, approved sites over the establishment of new sites. |  |  |
| 16.5 Bund all vessels (drums, containers, bags, etc.) containing oil/fuel/surfacing materials and other hazardous chemicals in order to contain spillage. |  |  |
| 16.6 Remove construction waste left in stockpiles along the road, and reuse or dispose of on a daily basis. |  |  |
| 17. Vegetation clearing | 17.1 Limit vegetation clearing to areas within the site boundary where it is strictly necessary. |  |  |
| 17.2 Avoid clearing mature trees and endangered species. |  |  |
| 17.3 Do not clear vegetation more than two months in advance of operations. |  |  |
| 18. Biodiversity management | 18.1 Avoid to the extent possible areas of ecological value. |  |  |
| 18.2 Avoid disturbances on flora and fauna and natural habitats. |  |  |
| 18.3 Avoid Forest fires. |  |  |
| 19. Erosion and sediment transport | 19.1 If construction takes place on inclined surfaces/slopes, take appropriate erosion control measures (e.g., retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels). |  |  |
| 19.2 Appropriately store removed topsoil. After construction, use topsoil as backfill for restoration of the area. |  |  |
| 19.3 Topsoil shall not be stored in large heaps. Low mounds of no more than 1 to 2 m high are recommended. |  |  |
| 19.4 Soils shall not be stripped when they are wet as this can lead to soil compaction and loss of structure. |  |  |
| 19.5 Re-vegetate stockpiles to protect the soil from erosion, discourage weeds and maintain an active population of beneficial soil microbes. |  |  |
| 20. Site rehabilitation | 20.1 To the extent practicable, reinstate construction working areas and natural drainage patterns where they have been altered or impaired after construction activities are completed. Rehabilitate the site progressively so that the rate of rehabilitation is similar to the rate of construction. Revegetate with plant species that will control erosion, provide vegetative diversity and, through succession, contribute to a resilient ecosystem. If appropriate, for larger revegetation areas consult experts. |  |  |
| 20.2 Avoid that rehabilitated areas pose health and safety risks (such as holes, ponds). |  |  |
| 20.3 Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable. |  |  |
| 20.4 Re-establish existing water flow regimes in rivers, streams and other natural or irrigation channels where they have been disrupted due to works being carried out. |  |  |

| **B 2 Health and Safety** | | | |
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| **Topic/**  **Potential Impact** | **Requirements for Mitigation, Management and Enhancement** | **Comp-liance**  **Yes/No** | **Please explain in case of No** |
| 22. Health and safety plan | 22.1 Develop an Occupational Health and Safety (OHS) Plan, appropriate to the ESHS impacts and risks level of the works to be carried out. Set a minimum of OHS Standards for each task. Implement prevention, protection and monitoring measures as described in the OHS Plan.  The OHS Plan shall include at least:   * Provisions to guarantee a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the work areas, including physical, chemical, biological, and radiological hazards; * Provisions of preventive and protective measures, including management and safety of hazardous materials; * Training of workers; * Documentation and reporting of occupational accidents, diseases, and incidents; * Emergency preparedness and response arrangements; * Provisions for appropriate securing of the sites and work-places (e.g., fencing, signage); * If appropriate: Appointment of site security personnel; * Road safety measures; * First aid and medical assistance; * ESHS measure at community level to avoid community exposure to health issues (see also Paragraph 47). |  |  |
| 23. Occupational Health and Safety (OHS) Reporting | 23.1 Document in a structured and transparent system, (e.g., a Site Accident record sheet) all accidents, dangerous occurrences and investigations. |  |  |
| 23.2 Produce an OHS report documenting OHS performance and progress (e.g. statistics: month, number of workers, number of health and safety staff on site, number/type of OHS trainings); number of near misses, first aid cases, incidents with more than three days of absence, fatalities; summary of all accidents resulting in more than three days of absence (accident details to be enclosed in the Annex); third party incidents (e.g. community members, road traffic etc.). |  |  |
| 24. Accident reporting procedure | 24.1 Record all health and safety related incidents (e.g., observations, accidents, witness statements) on site and follow up immediately and properly.  A reportable incident includes any accident to any person on site requiring medical attention or resulting in the loss of working hours or that resulted, or could have resulted in injury, damage or a danger to the works, persons, property or the environment. If applicable, the Contractor will also notify and report of incidents of subcontractors and suppliers (in particular those for major supply items). |  |  |
| 24.2 Inform the Employer immediately of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behaviour of the personnel of the Contractor. |  |  |
| 24.3 Inform the Employer as soon as possible of any near-accident (or 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. |  |  |
| 28. Personal protective equipment | 28.1 Make sure that all workers wear Personal Protective Equipment (PPE) (hardhats, masks, safety glasses, safety boots etc. depending on project type). |  |  |
| 31. Emergency scenarios prevention | 31.1 Provide necessary prevention equipment on site in line with applicable regulations to respond to emergency scenarios, e.g., fire, explosion, floods, natural hazards, etc. |  |  |
| 31.2 Immediately clean any spills and remediate contaminated areas. |  |  |
| 31.3 Maintain high standard in housekeeping on site to avoid emergencies. Properly store construction materials and light equipment. |  |  |
| 31.4 Train the workers to handle emergency situations. |  |  |
| 33. First-aid | 33.1 Keep minimum first aid equipment and provisions on site (e.g., suitably stocked first-aid kits; a person, respectively an adequate number of trained first-aid helpers, inform staff and workers about first-aid arrangements). |  |  |
| 37. Access to health care and training | 37.1 Organize for the workforce access to medical treatment within or in the vicinity of the Project Area. |  |  |
| 37.2 Make contingency arrangements for transporting injured persons to a hospital as quickly as possible. |  |  |
| 40. Hygiene, accommodation and food | 40.1 Provide clean and functional hygienic and sanitary facilities and, if applicable accommodation and food, at the site, including shaded welfare areas, bathrooms, toilets, changing rooms and potable water. Ensure toilets and changing rooms are separated between male and female employees. |  |  |
| 40.2 Organize for the workforce adequate accommodation if applicable, 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. |  |  |

| **B 3 Local labour and relations with local communities** | | | |
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| **Topic/**  **Potential Impact** | **Requirements for Mitigation, Management and Enhancement** | **Comp-liance**  **Yes/No** | **Please explain in case of No** |
| 42. Labour conditions | 42.1 The Contractor complies with labour standards as both per national laws and ILO Fundamental Conventions (e.g. prohibit child labour under minimum age; forced labour; sexual assault; discrimination; ensure non-discrimination and equal opportunities of workers; provide information to workers that is clear and understandable regarding their terms and conditions of employment; respect their rights related to hours of work, wages, overtime, benefits at the beginning of the work; ensure payment on a regular basis etc.).  Grant the same rights to contracted workers, community workers and primary supply workers. |  |  |
| 42.2 Develop and implement labour management procedures which set out the way workers will be managed in accordance with the standards mentioned above in Paragraph 42. |  |  |
| 42.3 Establish a simple but functional complaints mechanism that all workers have access to (e.g., letter boxes which are emptied regularly) and are aware of so that they can raise workplace relevant complaints anonymously (e.g., about unfair treatment, unsafe driving). |  |  |
| 1. Local recruitment | 43.1 Prioritise local employment and staff from local communities for the supply of goods and services to the works and local workforce, where appropriate. |  |  |
| 43.2 Provide additional specialised training to local workforce in skills required by contractor (i.e., administrator, driving etc.). |  |  |
| 44. Transport | 44.1 Organise carpools/buses for worker transportation where needed. |  |  |
| 45. Workers accommo-dation | 45.1 If workers campsites need to be installed, ensure that accommodations provide separate toilets and locker rooms for women and men; hygiene and electrical/fire safety standards are maintained; workers have access to an adequate and convenient supply of free potable water; there are no triple deck bunks; matrasses and linens are provided. |  |  |
| 46. Meals | 46.1 If applicable, provide for at least two meals per shift to local personnel pursuant to proper hygiene conditions. If no canteen is available, pay workers at least for a minimum of 2 meals per day per shift. |  |  |
| 47. Community interaction and safety | 47.1 Engage, communicate with and inform communities and local authorities about the works. Obtain local knowledge regarding chance finds and land acquisition matters. |  |  |
| 47.2 Initiate an efficient grievance mechanism and timely grievance redress to allow potentially affected individuals to raise their concerns regarding damages and disturbances caused by the Contractor or sub-contractors. |  |  |
| 47.3 Undertake all measures necessary to avoid conflicts with local communities regarding water demands. |  |  |
| 47.4 Abstract both surface and underground water only after consultation with the local communities and after obtaining a permit from the relevant water authority. |  |  |
| 47.5 In order to avoid accidents in particular related to the creation of water reservoirs/ ponds or construction site dumps, excavation areas:   * Take necessary precaution measures to protect children/residents/workers from falling into ponds, excavation areas, etc. * Restrict access to these areas; install climbing ladders in ponds; install signs and rescue ropes and lifebuoys. * Prepare for emergencies and response arrangements. * Sensitise the population including local primary schools |  |  |
| 48. Damage to people and property | 48.1 Train workers and drivers to respect the safety and rights of neighbouring people, communities and their properties to avoid disturbances. Supervise that they respect communities’ houses, cultures, animals, properties, customs and practices. |  |  |
| 48.2 Appropriately fence, protect, light and sign-post site areas. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to the sites to non-workers. |  |  |
| 49. Land acquisition and land take | 49.1 Check if permissions for building or storing/stocking material have been obtained, including if relevant from local authorities or private landholders. Obtain confirmation that in case of necessary resettlements, people have been compensated and if applicable, have been resettled. |  |  |
| 50. Traffic management | 50.1 Establish signage and create public awareness of increased traffic and of potential hazards caused by construction equipment near the Project Area and laydown areas. |  |  |
| 50.2 Reduce accidents, by minimizing vehicle movements; train drivers for driving and security and check that they have the appropriate permits for driving vehicles. |  |  |
| 51. Fossils/ Archaeolo-gical Chance Finds | 51.1 If applicable, establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils. |  |  |
| 51.2 Report all finds of cultural heritage (e.g., graves, old ceramic, old building fragments) immediately to the relevant authority and avoid construction in the vicinity of a chance find, fence the chance find and await instructions from the competent authority. |  |  |

1. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-1)