



REPUBLIC OF SOMALILAND
MINISTRY OF HEALTH DEVELOPMENT (MOHD)

PROJECT IMPLEMENTATION UNIT (PIU)

Request for Bids
Non-Consulting Services

The Project Coordination and Implementation Unit - PIU on behalf of Ministry of Health Development, Republic of Somaliland, invites sealed bids from eligible bidder for

**Delivering the essential package of health services in Maroodi Jeeh Region
for a period of 18 months**

Market approach: Open International

SO-MOHD-367715-NC-RFB

Improving Healthcare Services in Somaliland (“Damal Caafimaad”) Project
Project ID: (P172031)

Funded by:
International Development Association (IDA) – Grant No (D8620-SO)
Global Financing Facility (GFF) – Trust Fund No (TFOB5820-SO)

July 2023

Specific Procurement Notice

Request for Bids Non-Consulting Services

Employer: *Ministry of Health Development*

Project: **Improving Healthcare Services in Somaliland (“Damal Caafimaad”) Project**

Contract title: *Delivery of Essential Package of Health Services in Maroodi Jeeh Region*

Country: *Republic of Somaliland*

Grant No.: IDA (D8620-SO) & GFF (TFOB5820-SO)

RFB No: SO-MOHD-367715-NC-RFB

Issued on: *08-Aug 2023*

1. *The Republic of Somaliland has received financing from the World Bank toward the cost of “Damal Caafimaad” Project with Grant No IDA (D8620-SO) & GFF Trust Fund (TFOB5820-SO) and intends to apply part of the proceeds toward payments under the contract for Delivering Essential Package of Health Services in Maroodi Jeeh Region . For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing. ”*
2. *The Ministry of Health Development now invites sealed Bids from NGOs for delivering the essential health service package (EPHS) in Maroodi Jeeh Region for a period of 18 months with following main qualification requirements:*

Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: ____ <ul style="list-style-type: none">- <i>Members must jointly meet the minimum (annual volume) requirement of \$ 6.5 million</i>- <i>At least one member must meet 80% of the requirement (Annual volume) given</i>
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: \$ 6.5 Million
Experience	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed one similar contract with amount of

	<p>at least \$ 6.5 million, during the last 5 years in any or a combination of the following:</p> <p>a) Essential Package of Health and Nutrition Services – including:</p> <ul style="list-style-type: none"> • Maternal and Newborn Health • Child Health – including Immunization • Nutrition • Communicable Disease • Non-Communicable Diseases <p>In addition, a single sub-component of EPHS also would be counted as a component. However, each component or sub-component must be related to health service delivery to population, only logistics services (i.e. supply of medicine, equipment and food) and training is not sufficient for qualification.</p> <p>b) Health Systems / Service Strengthening</p> <ol style="list-style-type: none"> 1. Environmental and Social Standard.
<p>Essential Equipment</p>	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <p>Office equipment (HQ, Region, Country), computers, vehicles, generators, furniture, communication equipment, etc.</p>
<p>Key Personnel</p>	<p><i>The following are the key personnel required from the bidders:</i></p> <ol style="list-style-type: none"> 1. Project Manager (Team Leader) 2. Technical Manager 3. Financial Manager 4. M&E/HMIS Manager 5. Pharmaceutical and Supply Chain Manager 6. Social / Gender Based Violence (GBV) Specialist

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers -” November 2020 (“Procurement Regulations”), and is open to all eligible NGOs as defined in the Procurement Regulations.
4. Interested eligible NGOs may obtain further information from the Project Implementation Unit – PIU; **Mohamed A Hussein** –hsslead.mohd@sldgov.org copying damalprocur.mohd@slgdgov.org to planning.mohd@sldgov.org and dg.mohd@sldgov.org and inspect the bidding document during office hours 0700 to 1400 hours (excluding Fridays and Public holidays) at the address given below.
5. The bidding document in English can be downloaded from the Ministry of Health Website: <https://somalilandmohd.com/> or the soft copy can be shared with the interested bidders.

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6. Bids must be submitted electronically to the address below on or before [9:30 AM; 18- Sept 2023]. Late Bids will be rejected. Immediately after submissions, Bids will be publicly opened virtually in the presence of the Bidders' designated representatives through the virtual link <https://teams.microsoft.com/#/scheduling-form/?eventId=AAMkADU0YzFmMmYzLWRIYjMtNDg5OS05NTdiLWFjNzUwMjYwMjljMwBGAAAAAAB7YzeyW4SOQqMqnOr6ejrMBwBvbD79nG2oS5SdcEU9fhT-AAAAAENAABvbD79nG2oS5SdcEU9fhT-AAIvgRBXAAA%3D&conversationId=19:78d99aa5ac4b4a9ca53fa6d6b7d5e1bb@thread.tacv2&opener=0&providerType=1&navCtx=channel>
 7. All Bids must be accompanied by a Bid-Securing Declaration.
 8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
 9. Electronic bid Submission will be done through the following address and emails:

***Mohamed A Hussien –
Acting PIU Member***

HSS lead-Ministry of Health Development – Republic of Somaliland

***+252634426909 hsslead.mohd@sldgov.org copying org damalprocur@sldgov.org
planning.mohd@sldgov.org and dg.mohd@sldgov.org***

Request for Bids Non-Consulting Services

Procurement of:

*Delivery of Essential Package of Health Services
(EPHS) in Maroodi Jeeh Region for a period of 18
months*

RFB No: SO-MOHD-367715-NC-RFB

Project: *Improving Healthcare Services in Somaliland (“Damal Caafimaad”)*

Project Employer: *Ministry of Health Development*

Country: *Republic of Somaliland*

Issued on: [08- Aug 2023]

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
 - (d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
 - (e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - (f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

(g) “Service Provider’s Personnel” is as defined in GCC Sub-Clause 1.1; and

(h) “Employer’s Personnel” is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities

in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the

WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
 - 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
 - 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
 - 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
 - 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 - 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

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

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all

information or documentation as is required by the bidding document.

- 7. Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.
- 8. Clarification of Bidding Document** 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document** 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.
- 9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 11. Language of Bid** 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed

literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 13;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
- (d) **Alternative Bid:** if permissible in accordance with ITB 14;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (i) any other document required **in the BDS**.

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

13. Letter of Bid and Activity Schedule

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14. Alternative Bids

- 14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

15. Bid Prices and Discounts

- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 16. Currencies of Bid and Payment**
- 16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.
- 16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.
- 17. Documents Establishing Conformity of Services**
- 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.
- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.
- 18. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of
Bids**

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

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

20. Bid Security

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

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

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

- 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.
- 20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all

future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

- 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46;

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

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.
- 21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
 - (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 23.1;
 - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 24. Late Bids** 24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, Substitution and Modification of Bids** 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.
- 26. Bid Opening** 26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and

the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 26.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on

the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.

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

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

30. Determination of Responsiveness

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall

- be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.
- 33. Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 34. Margin of Preference** 34.1 A margin of preference shall not apply.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
 - (b) price adjustment due to discounts offered in accordance with ITB 15.4;
 - (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;

- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
 - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Qualification of the Bidder**
- 38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the

Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

38.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**39. Employer's
Right to
Accept Any
Bid, and to
Reject Any or
All Bids**

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**40. Standstill
Period**

40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

**41. Notification of
Intention to
Award**

41.1 The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;

- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

42. Award Criteria

- 42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.

43. Notification of Award

- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection;
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

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

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

44. Debriefing by the Employer

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

45. Signing of Contract

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

- 45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 47. Adjudicator**
- 47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 48. Procurement Related Complaint**
- 48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: SO-MOHD-367715-NC-RFB</p> <p>The Employer is: <i>The Ministry of Health Development – Republic of Somaliland through Project Coordination and Implementation Unit (PIU).</i></p> <p>The name of the RFB is <i>Delivery of Essential Package of Health Services in Maroodi Jeeh Region</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: One</p>
ITB 1.2(a)	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><i>The Ministry of Health Development will use electronic communications (e.g emails, zoom meetings).</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <ul style="list-style-type: none"> • Issuance of Bidding document • Submission and receiving of Bids • Receiving and responding to Clarifications • Bid opening using Zoom online platform
ITB 1.3	The Intended Completion Date is: <i>18 months from signing date of the contract</i>
ITB 2.1	<p>The Borrower is: <i>The Federal Republic of Somalia</i></p> <p>Loan or Financing Agreement amount: <i>USD \$100 Million (USD \$ 7 Million for Somaliland)</i></p> <p>The name of the Project is: <i>“Damal Caafimaad” (P172031)</i></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>three members.</i>

ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 8.1	<p>For Clarification of Bid purposes only, the Employer’s address is: Attention: Mohamed A Hussein <i>Acting PIU SMember</i> HSS lead Ministry of Health Development Republic of Somaliland Floor/ Room number: <i>N/A</i> City: <i>Hargeisa</i> ZIP Code: <i>N/A</i> Country: <i>Somaliland</i> Telephone: +252 634426909 Facsimile number: <i>N/A</i> Electronic mail address: Damalprocur.MOHD@sldgov.org <i>copying to planning.mohd@sldgov.org and dg.mohd@sldgov.org</i> Requests for clarification should be received by the Employer no later than: Fourteen (14) days before submission deadline. Web page: https://somalilandmohd.com/</p> <p><i>There will also be pre-bidding virtual conference on 23, Aug, 2023</i> Topic: Pre -Bid Conference; NGO Contracting Time: 23, Aug 2023, 10:00 AM Hargeisa Microsoft Teams meeting Click here to join the meeting Meeting ID: 361 087 113 028 Passcode: E5oMsJ</p>
	C. Preparation of Bids

ITB 11.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 12.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> • Tax compliance/clearance certificate (applicable to locally registered NGOs in Somaliland) • Code of Conduct for Service Provider’s Personnel <p>The Bidder shall submit its Code of Conduct that will apply to the Service Provider’s Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer’s country where the Services are required, to ensure compliance with the Service Provider’s Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The Bidder shall submit <i>make reference to the project’s Environmental and Social Management Framework (ESMF) and present an Environmental and Social Action Plan that encompasses the bidder’s understanding of prevailing environmental and social risks and their contractual obligations and responsibilities</i></p> <ol style="list-style-type: none"> 1. Environmental and Social Management Framework (ESMF)
ITB 14.1	Alternative Bids shall not be considered.
ITB 14.2	Alternative times for completion shall not be permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: N/A
ITB 15.7	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 16.1	The Bidder is required to quote in USD the portion of the Bid price that corresponds to expenditures incurred in Somaliland.

ITB 18.4	Prequalification <i>has not been</i> undertaken.
ITB 19.1	The Bid shall be valid for 120 days after the deadline for bid submission.
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): N/A
ITB 20.1	<i>a Bid-Securing Declaration shall be required</i>
ITB 20.3 (d)	Other types of acceptable securities: None
ITB 20.9	<ul style="list-style-type: none"> • If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Employer for a period of two years starting from the date the Bidder performs any of the actions. • The bid securing declaration will also be applied if bidders who have submitted a bid do not provide a valid password during the bid opening
ITB 21.1	In addition to the original of the Bid, the number of copies is N/A Only Electronic bid submission is allowed.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Power of attorney letter with statement that nominated person is authorized to sign the bid.</i>
D. Submission and Opening of Bids	
ITB 23.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Mohamed A Hussein <i>Acting PIU Member</i> <i>HSS lead</i> <i>Ministry of Health Development</i> <i>Republic of Somaliland</i> Floor/ Room number: N/A City: <i>Hargeisa</i> ZIP Code: N/A Country: <i>Somaliland</i> Telephone: +252 634426909 Facsimile number: N/A

	Electronic mail address: Damalprocur.MOHD@sldgov.org copying to planning.mohd@sldgov.org and dg.mohd@sldgov.org
ITB 23.1	<p>The deadline for Bid submission is:</p> <p>Date: <i>18, Sept, 2023</i></p> <p>Time: <i>09:30 AM East Africa Time (EAT)</i></p> <p>Bidders <i>shall</i> submit their Bids electronically.</p> <p>The electronic Bid submission procedures shall be:</p> <p>The pdf version of bid documents shall be submitted with password protected before or on the deadline to the Procurement E-mail: copying to Damalprocur.MOHD@sldgov.org copying to planning.mohd@sldgov.org and dg.mohd@sldgov.org</p> <ul style="list-style-type: none"> • No change of files will be allowed after bid submission deadline even if the files become corrupted. The client bears no responsibility for file corruption. • If the bid documents and passwords are not submitted by the deadline specified in the RFB, the bid will be rejected. • The password will be submitted to Damalprocur.MOHD@sldgov.org copying to dg.mohd@sldgov.org during the virtual bid opening ceremony when the bids from each bidder are ready for opening.
ITB 26.1	<p>The Bid opening shall take place through virtual platform</p> <p>Topic: Bid Opening Ceremony- NGOs</p> <p>Time: 18, Sept 2023 10:30 AM East Africa Time</p> <p>Microsoft Teams meeting</p> <p>Click here to join the meeting</p> <p>Meeting ID: 364 663 018 41</p> <p>Passcode: kG7t3g</p>
ITB 26.1	<p>The electronic Bid opening procedures shall be:</p> <ul style="list-style-type: none"> • Share the virtual link to the bidders • Opening the bid documents while all bidders are attending virtual platform • Meeting minutes will be issued following the bid opening meetings
ITB 26.6	N/A

E. Evaluation and Comparison of Bids	
ITB 33.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>USD</i></p> <p>The source of exchange rate shall be: <i>The Central Bank of Somaliland</i></p> <p>The date for the exchange rate shall be: <i>the closing date of bid submission</i></p>
F. Award of Contract	
ITB 45.1	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.
ITB 47	The Adjudicator proposed by the Employer is Mr. Ali Abdi Abdulle – A Somalilander Lawyer. The hourly fee for the Adjudicator shall be \$ 100 USD . The biographical data of the proposed Adjudicator holds master’s in law (Public Law) with 15 years’ experience in practicing law in Somaliland.
ITB 48.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>Dr. Mohamed Abdi Hergeeye</i> Title/position: <i>Director General</i> Client: <i>Ministry of Health Development</i></p> <p>Email address: dg.mohd@sldgov.org with copies to Damalprocur.MOHD@sldgov.org</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

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

1. Evaluation (ITB 35.2(f))

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

Please refer to the details mentioned under below item (1.1 Adequacy of Technical Proposal).

1.1 Adequacy of Technical Proposal

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

Considering the above, the following criteria will be used on Pass/ fail method for evaluation of the Technical part of the bid:

I. Adequacy and quality of the proposed technical approach and methodology, and work plan in responding to the Technical Requirement (Employer's Requirement):

- a) Has the bidder clearly articulated an approach to delivering and expanding coverage and access to selected high priority interventions in the EPHS 2009: *(Pass/fail)*
 - a. Increased coverage (including geographic coverage) and access to Care.....(Yes/No)
 - b. Reproductive, Maternal and Newborn Health.....(Yes/No)
 - c. Life course, growth and development.....(Yes/No)
 - d. Non-communicable diseases.....(Yes/No)
 - e. Communicable diseases.....(Yes/No)
 - f. Innovative approaches(Yes/No)
 - g. All the EPHS service delivery levels.....(Yes/No)

Note: A Bidder must obtain seven (7) YES to be passed for this sub criterion.

- a) Health Systems Strengthening Approach: (Pass/Fail)
 - i. Coordination(Yes/No)
 - ii. Supply chain management.....(Yes/No)
 - iii. Supervision(Yes/No)

- iv. Referral System.....(Yes/No)
- v. Data analysis.....(Yes/No)
- vi. Reporting(Yes/No)
- vii. Emergency preparedness(Yes/No)
- viii. Capacity building approach (Yes/No)
- ix. Addressing demand-side constraints.....(Yes/No)

Note: A Bidder must obtain Nine (9) YES to be passed for this sub criterion.

b) Is the work plan consistent, realistic and implementable with all activities mentioned methodology **(Pass/Fail)**

II. Key Experts’ qualifications and competence for the Assignment: (Attach the CVs of the key experts in the format provided in Section IV - (Form of Curriculum Vitae (CV))

c) Have the proposed key experts meet the qualification and experience **(Pass/Fail)**

Note: The bidder must obtain two (2) yes for each of the key experts proposed

Position K-1: Project Manager (Team Leader)		
<p>Education: University degree with post graduate degree (MPH, MBA, or MPA). (Yes/No).</p> <p>Adequacy for the assignment: A minimum of ten-years full time experience of managing health service delivery projects with significance skills in Staff Management and Project management and specific experience working in fragile context (Yes/No)</p>	<p>The Bidders must obtain One (1) Yes in education & one (1) Yes in experience - to be passed</p>	<p>Pass/Fail</p>
Position K-2: Technical (Health) Manager		
<p>Education: Advanced degree in public health, medicine, or nursing or related field; (Yes/No).</p> <p>Adequacy for the assignment:</p> <p>Experience: At least eight years’ full time experience in managing of National/sub-national health projects/ Technical health positions in Somaliland or other developing countries with skills in capacity building/trainings (Yes/No)</p>	<p>The Bidders must obtain One (1) Yes in education & one (1)Yes in experience to be passed</p>	<p>Pass/Fail</p>
3. Position K-3 Financial Manager		
<p>Education: A University degree in Finance, Business Administration, Accounting or similar (Yes/No)</p> <p>Training: An internationally recognized professional accounting qualification (ACCA/CA/CPA) OR an advanced degree - Master’s or equivalent - in Financial Management (Yes/No)</p> <p>Adequacy for the Assignment:</p> <p>Experience: At least five years of financial management experience, preferably for health projects and experience in fragile context. (Yes/No)</p>	<p>The Bidders must obtain two (2) Yes in education /Training & one (1) Yes in experience to be passed</p>	<p>Pass/Fail</p>

4. Position K-4: M&E / HMIS Manager		
<p>Education: An advance degree in public health, statistics, or related field is required (Yes/No).</p> <p>Adequacy for the assignment:</p> <p>Experience: A minimum of six years in HMIS management, health data analysis and development of HMIS quality assurance systems with specific experience in capacity development/coaching/mentorship (Yes/No)</p>	<p>The Bidders must obtain One (1) Yes in education & one (1) Yes in experience to be passed</p>	<p>Pass/Fail</p>
5. Position K-5: Pharmaceutical and Supply Chain Manager		
<ul style="list-style-type: none"> • Education: University degree in Business Administration, Logistics, Transport, Procurement, Supply Chain Management, Pharmacy, or any other relevant field (Yes/No) <p>Adequacy for the assignment:</p> <ul style="list-style-type: none"> • Experience: A minimum of six years of experience in developing and implementing operational, pharmaceutical and supply chain management systems and plans – including transport management systems and stock replenishment systems with significant experience in capacity building initiatives (Yes/No). 	<p>The Bidders must obtain One (1) Yes in education & one (1) Yes in experience to be passed</p>	<p>Pass/Fail</p>
6. Position K-6: Social / Gender Based Violence (GBV) Specialist		
<ul style="list-style-type: none"> • Education: A university degree in sociology, anthropology or community development, population studies or gender (Yes/No). <p>Adequacy for the assignment:</p> <ul style="list-style-type: none"> • Experience: At least five years of specific experience in managing and supervising GBV and FGM/C prevention and response activities; including GBV and FGM/C awareness in a healthcare setting. 	<p>The Bidders must obtain One (1) Yes in education & one (1) Yes in experience to be passed</p>	<p>Pass/Fail</p>

1.2 Multiple Contracts

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

(a) **Award Criteria for Multiple Contracts [ITB 35.4]:**

N/A

(b) **Qualification Criteria for Multiple Contracts:**

N/A

1.3 Alternative Times for Completion

An alternative Completion Time, if permitted under ITB 14.2, will be evaluated as follows:
N/A

1.4 Alternative Technical Solutions for specified parts of the Services

If permitted under ITB 14.3, will be evaluated as follows:

N/A

2. Qualification

2.1 All Bidders shall include the following information and documents with their Bids:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of Health Services performed for each of the last five years (2018-2022)
- (c) Experience in Services of a similar nature and size for each of the last five years (2018-2022), and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) List of major items of equipment proposed to carry out the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to the Employer to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last five years (2018-2022), in which the Bidder is involved, the parties concerned, and disputed amount;
- (j) Proposals for subcontracting components of the Health Services amounting to not more than 10 percent of the Contract Price; and
- (k) Environmental and Social (ES) past performance declaration (see below at the end of this section).

2.2 Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV. Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) The Bid shall include all the information listed above for each joint venture member;
- (b) The Bid shall be signed so as to be legally binding on all members;
- (c) The Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement

in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;

- (d) One of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

2.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) Annual volume of Services of at least the amount specified **below**;
- (b) Experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;
- (d) Suitably qualified key personnel Specified below and other key personnel that the Bidder considers appropriate to perform the Services; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: ____ <ul style="list-style-type: none"> - <i>All members must jointly meet the minimum (annual volume) requirement of USD \$ 6.5 million.</i> - <i>The lead member must meet 80% of the requirement (Annual volume) given</i>
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: USD \$ 6.5 Million

Experience	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed one similar contract with amount of at least USD \$ 6.5 million, during the last 5 years in any or a combination of the following:</p> <p>c) Essential Package of Health and Nutrition Services – including:</p> <ul style="list-style-type: none"> • Maternal and Newborn Health • Child Health – including Immunization • Nutrition • Communicable Disease • Non-Communicable Diseases <p>In addition, a single sub-component of EPHS also would be counted as a component. However, each component or sub-component must be related to health service delivery to population, only logistics services (i.e. supply of medicine, equipment and food) and training is not sufficient for qualification.</p> <p>d) Health Systems / Service Strengthening e) Environmental and Social Standard.</p>
Essential Equipment	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> • Office equipment (HQ, Region, Country), computers, vehicles, generators, furniture, communication equipment, etc.
Key Personnel	<p><i>The following are the key personnel required from the bidders:</i></p> <ol style="list-style-type: none"> 1. Project Manager (Team Leader) 2. Technical Manager 3. Financial Manager 4. M&E/HMIS Manager 5. Pharmaceutical and Supply Chain Manager 6. Social / Gender Based Violence (GBV) Specialist
Subcontractors	<p>Subcontractors' experience <i>shall not</i> be taken into account.</p>

Declaration: Environmental and Social (ES) past performance

The Bidder (if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Section IV- Bidding Forms

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Letter of Bid

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

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

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

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

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

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

We, the undersigned, declare that:

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

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

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*

- (e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
 Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (h) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, *gratuities*, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate “none.”)

- (n) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (o) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (p) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (q) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

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

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1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Qualification Information

- 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 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

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)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data (use attached key staff CV Form). Refer to GCC Clause 4.1.

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five 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. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).

2.2 The information in 1.13 above shall be provided for the joint venture.

- 2.3 Attach the power of attorney of the signatories of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
 - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required **in the BDS.**

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

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

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

Environmental and Social Performance Declaration			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s), e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]</i>	<i>[insert amount]</i>

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

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

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

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

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

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

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

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Activities Schedule

Note: use the attached excel templates

Currencies in accordance with ITB 16						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Method Statement

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

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

Code of Conduct for Service Provider's Personnel Form (ES)

Note to the Bidder:

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

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

CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, *[enter name of Service Provider]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Services]*. The Services will be carried out at *[enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [**Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [**Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

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

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;

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

RAISING CONCERNS

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

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Service Provider's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR SERVICE PROVIDER’S PERSONNEL:

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

Name of Service Provider’s Personnel: [insert name] Signature:

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

(2) **Examples of sexual harassment in a work context**

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

Work Plan

Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

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

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

To: *[complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us;
- (b) we fail to provide valid password during the bid opening ceremony, or
- (c) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Form of Curriculum Vitae (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank. *I also confirm that I have not submitted/ will not submit my CV for any other Lot of Bid other than the current Bid with the reference number **SO-MOHD-367715-NC-RFB**. I am aware that the repetition of my CV in other Lots, other than mentioned herewith, will be the ground for rejection of all such proposals and I will be held responsible for the same.*

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) *none*

Under ITB 4.8 (b) *none*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

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

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

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

Part II – Employer’s Requirement

Section VII – Employer’s Requirement

A. BACKGROUND

A1. Health service delivery in Somaliland is lagging, impacting health outcomes for the population. Forty percent of births are attended by skilled personnel and 33% of births are in health facilities due to challenges in access to physical facilities as well as in population’s knowledge, attitude, behaviors, and practices related to health.¹ Forty-eight percent of women receive at least one antenatal care visit (ANC) and 20% receive four ANC visits (ANC4). Only 13% of children between 12 to 23 months have received all three doses of the Diphtheria, Pertussis, and Tetanus vaccine (DPT3). There are similar gaps in treatment of childhood illnesses: only 21% of children with an acute respiratory infection (ARI) in the two weeks before the SHDS survey received antibiotics. Service delivery gaps have constrained health outcomes (see table 1).

Table 1: Somaliland 's Key Health Indicators

Indicator	National		Maroodi Jeeh	
	Baseline	Target	Baseline 2021/2	Target
Percentage of births attended by skilled health personnel (Percentage)	40%	60%	64%	74%
Percentage of children between 6-59 months old receiving Vitamin A supplementation (Percentage)	13%	50%	9.2%	30%
Percentage of children under one year of age receiving Pentavalent 3 (Percentage)	14%	54%	13.7%	50%
Percentage of women of childbearing age using modern contraceptives (percentage)	0.30%	8%	0.3%	*
Percentage of government health facilities that submit timely and complete HMIS reports no later than the 15 th of the following month (Percentage)	76%	80%	72%	85%
Number of outpatient department visits per capita (Number)	0.34	0.6	0.27	0.5
Percentage of newborns receiving postnatal care within two days of birth. (Percentage)	19%	40%	23%	42%
Percentage of women receiving ANC4+	20%	36%	22.4%	45%
TB treatment completion rate (Percentage)	93%	98%	*	*
Number of GBV services delivered (Number)	0.00	500,000	*	*
Percentage of health facilities received supportive supervision using supervisory checklist by the NGO in the preceding quarter (Percentage)	55%	90%	*	*
Quality scores calculated by the TPM based on Health Facility Assessment (inclusive of pharmaceutical stock outs, TT in ANC, and other quality indicators)	TBD	*	*	*

*no data available

¹ SLHDS, 2020; Skilled personnel: nurse, midwife, auxiliary midwife, clinical officer, doctor and Pharmacist

A2. Somaliland’s 2009 EPHS did not reach the full population and to address these gaps, the Government has revised the EPHS. According to 2017 WHO figures, approximately 10/23 districts (2.3 million people) were covered by any part of the EPHS (50% of the population). The 2009 EPHS was not fully implemented in any locations.

A3. The Government of Somaliland is using EPHS 2009 framework while aiming to extend the highest impact package to as many people as possible with protection from financial hardship. The recognition that resources are finite and prioritization essential is implicit in this effort, and the EPHS 2009 aims to prioritize (i) services likely to have the greatest impact on major health problems of the Somaliland people, (ii) services that are cost-effective in addressing the problems faced by majority of the population and (iii) services that can be scaled up to give equal access to nomadic, rural and urban populations and (iii) services that can be scaled up to give equal access to nomadic, rural and urban populations.

A4. The Government of the Republic of Somaliland, through the MoHD, is implementing the *‘Improving Healthcare Services in Somaliland (“Damal Caafimaad”) Project’* financed by the World Bank Group. The 18-month project will improve the coverage of essential health and nutrition services in Maroodi Jeeh of Somaliland and strengthen the stewardship of Ministry of Health Development at the central and regionals levels.

The ‘Damal Caafimaad’ Project comprises four key components: (I) Expanding the coverage of a prioritized Essential Package of Health Services (EPHS) in selected geographic areas; (ii) Strengthening Government’s stewardship in enhancing service delivery; (iii) Project Management, M&E, Knowledge Management; and Learning; and (iv) a zero-cost component known as the Contingency Emergency Component (CERC) that will provide immediate surge funding in the event of a public health emergency. The Project will focus on expanding an essential package of high-impact health and nutrition services across the population in project target regions within available resources, service delivery capacity and security constraints. The Project also aims to develop the capacities of the Ministries of Health Development to act as the stewards, regulators, providers, and facilitators of health sector development.

A5. The Ministry of Health Development through Damal Caafimaad Project intends to use a portion of its financing to recruit/procure NGOs to provide EPHS services in Maroodi Jeeh Region of Somaliland.

B. OBJECTIVES

B1. General Objective:

The assignment's overarching goal is to improve the health status of people in target regions of Somaliland through expanding access to high-impact health and nutrition services and strengthening the stewardship and systems of the government.

B2. Specific Objectives:

The assignment has the following specific objectives.

- i. Reduce maternal and new born mortality;
- ii. Reduce under 5 mortality and improving child health and nutrition

- iii. Reduce excess mortality due to communicable and non-communicable diseases
- iv. Strengthening the health system
- v. Increase the coverage of the package

C. SCOPE OF SERVICES

C1. Improving access to quality health services and utilization of the services by expanding the coverage of EPHS in Maroodi Jeeh Region:

C1.1: Covering the following components / Programmes of EPHS 2009:

- I.** Access to Care
- II.** Reproductive, Maternal and Newborn Health
- III.** Life course, growth and development
- IV.** Non-communicable diseases
- V.** Communicable diseases

Note – Details of Interventions under each components/Programmes can be found from the prioritized EPHS package attached as an excel sheet (Annex I)

C1.2. The Service Delivery level will be as follows:

- I.** Community Health Services – through Female Health Workers
- II.** Primary Health Unit
- III.** Health Centres
- IV.** District Hospitals
- V.** Regional Hospitals.

Note – the types, and quantities and names of existing Health Facilities and FHWs are given in Tables 1 & 2 below. The Project Officer will work with the selected bidder to handover all the listed health facilities following the signature of the contract by both sides.

C2. COMPLIANCE WITH TECHNICAL GUIDELINES: In carrying out the services described above, the Service Provider will comply with the following guidelines and Standards:

C2.1. The Somali Treatment Guidelines (STGs) in line with EPHS Framework at PHUs, HC and Hospitals.

C2.2. Minimum Standard of Staffing, equipment and essential drugs – These standards have been revised from the previous EPHS 2009 (See Annex II - Activity Schedule – Excel Sheet).

C3 – MONITORING AND EVALUATION: There will be different monitoring, evaluation and supervision mechanisms to be put in place - to ensure the quality of health service provision without interruption at project level.

D. SERVICES' PROVIDER DUTY AND RESPONSIBILITY:

The Service Provider selected by the employer is responsible for expanding coverage (including geographic coverage), access to selected, high priority interventions from the EPHS (EPHS 2009) for Region of Maroodi Jeeh.

To expand health service coverage and ensure access to quality health services, the Service Provider is responsible to meet the minimum requirements of the implementation of the EPHS as follows:

D1. Delivering and Increasing access to and Coverage to Essential Health Services: - The Service provider selected by the employer is responsible for delivering all health services and interventions specified in the revised EPHS Framework 2009, representing selected, high-priority interventions within the EPHS (see Annex I - excel sheet attached). Expansion of coverage and access to essential health services requires a comprehensive and practical strategy. The service provider will increase Geographic and population coverage of health services, through a variety of approaches such as outreach, possible increasing the number of health facilities and other innovative options.

D2. Facilities and Levels of Care: The Service Provider is responsible for delivering the essential health services at all levels: community (Female Health Workers), Primary Health Unit, Health Centres, District Hospital and Regional Hospital. The Service provider is responsible for managing and operating all facilities within their coverage region. The Service Provider is responsible for ensuring that facilities are open in accordance with guidelines for delivery of essential services (a minimum of eight hours a day for primary care facilities and 24-hour hours a day for health centers and hospitals). The Service Provider will be responsible for the oversight, supervision, and on the job training of female health workers and female health supervisors who will be accountable to the NGO.² The Service Provider is responsible for procuring supplies and commodities for the female health workers (Annex V).

The existing number of health facilities which is the minimum number to be covered under this contract is described in the below table 1 and 2 and the minimum number of FHWs is covered in Table 3. To expand health service coverage and access, these will likely increase:

Table 2: Number and Type of Health Facilities

Region	Regional Hospital	District Hospital	Health Centres	PHU	FHWs
Maroodi Jeeh	1	3	25	20	50

Table 3 – List of Functional Health Facilities

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² Payment modalities for female health workers are being identified. Female health workers (FHWs) and supervisors are paid a fixed amount in the Government program. If payments for female health workers will be through the contractor (as is the case for other health workers), the payment amount will be added to the NGO's fee, in line with the plan proposed by the bidder to expand FHWs in accordance with the Employer's requirement objectives. Pre-service training of Female Health Workers is expected to be financed through the World Bank financed Recurrent Cost and Reform Financing (RCRF) project.

SN	Region	District Name	Facility Name	Facility Type
1	Maroodi Jeeh	Hargeisa	Hargeisa Group Hospital	Regional Hospital
2	Maroodi Jeeh	Hargeisa	Sahardiid HC	Health Center
3	Maroodi Jeeh	Hargeisa	Iftin HC	Health Center
4	Maroodi Jeeh	Hargeisa	Mohamed Mooge HC	Health Center
5	Maroodi Jeeh	Hargeisa	Guryo-samo HC	Health Center
6	Maroodi Jeeh	Hargeisa	Hawaadle HC	Health Center
7	Maroodi Jeeh	Hargeisa	Daami A HC	Health Center
8	Maroodi Jeeh	Hargeisa	Daami B HC	Health Center
9	Maroodi Jeeh	Hargeisa	Abdi Iidan HC	Health Center
10	Maroodi Jeeh	Hargeisa	Dr. Khalid HC	Health Center
11	Maroodi Jeeh	Hargeisa	Sh. Nour HC	Health Center
12	Maroodi Jeeh	Hargeisa	New Hargeisa HC	Health Center
13	Maroodi Jeeh	Hargeisa	Hodan Hills HC	Health Center
14	Maroodi Jeeh	Hargeisa	Ina Aamiin HC	Health Center
15	Maroodi Jeeh	Hargeisa	Sh. Omer HC	Health Center
16	Maroodi Jeeh	Hargeisa	Xeedho HC	Health Center
17	Maroodi Jeeh	Hargeisa	Farawayne HC	Health Center
18	Maroodi Jeeh	Hargeisa	Malawle HC	Health Center
19	Maroodi Jeeh	Hargeisa	Sabawanaag HC	Health Center
20	Maroodi Jeeh	Hargeisa	Dararwayne HC	Health Center
21	Maroodi Jeeh	Hargeisa	Darasalam HC	Health Center
22	Maroodi Jeeh	Hargeisa	Awbarkhadle	Primary Health Unit
23	Maroodi Jeeh	Hargeisa	Ilinta galbeed	Primary Health Unit
24	Maroodi Jeeh	Hargeisa	Baliga Cas	Primary Health Unit
25	Maroodi Jeeh	Hargeisa	Ahmed Buur	Primary Health Unit
26	Maroodi Jeeh	Hargeisa	Ali Adan	Primary Health Unit
27	Maroodi Jeeh	Hargeisa	Ina Qarboshe	Primary Health Unit
28	Maroodi Jeeh	Hargeisa	Garabis	Primary Health Unit
29	Maroodi Jeeh	Hargeisa	Xadhigxadhig	Primary Health Unit
30	Maroodi Jeeh	Hargeisa	Baliqasim	Primary Health Unit
31	Maroodi Jeeh	Hargeisa	Wadobariis	Primary Health Unit

Table 4 – List of Functional Health Facilities – Gabiley

SN	Region	District Name	Facility Name	Facility Type
1	Maroodi Jeeh	Gabiley	Gabiley Hospital	District Hospital
2	Maroodi Jeeh	Gabiley	Gabiley central HC	Health Center
3	Maroodi Jeeh	Gabiley	Alaybaday HC	Health Center
4	Maroodi Jeeh	Gabiley	New wajaale HC	Health Center
5	Maroodi Jeeh	Gabiley	Kidiga dhanaan	Primary Health Unit
6	Maroodi Jeeh	Gabiley	Diingoobaale	Primary Health Unit
7	Maroodi Jeeh	Gabiley	Ceel Bardaale	Primary Health Unit
8	Maroodi Jeeh	Gabiley	Idhanka Deeryahan	Primary Health Unit

9	Maroodi Jeeh	Gabiley	Xunshaley	Primary Health Unit
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Table 5 - List of Functional Health Facilities – Baligubadle

SN	Region	District Name	Facility Name	Facility Type
1	Maroodi Jeeh	Baligubadle	Baligubadle District Hospital	District Hospital
2	Maroodi Jeeh	Baligubadle	Baligubadle HC	Health Center
3	Maroodi Jeeh	Baligubadle	Baargoo	Primary Health Unit
4	Maroodi Jeeh	Baligubadle	Ina Cunaye	Primary Health Unit

Table 6 - List of Functional Health Facilities – Salahley

SN	Region	District Name	Facility Name	Facility Type
1	Maroodi Jeeh	Salahley	Salahley District Hospital	District Hospital
2	Maroodi Jeeh	Salahley	Salahley HC	Health Center
3	Maroodi Jeeh	Salahley	Qool caday	Primary Health Unit
4	Maroodi Jeeh	Salahley	Ina igarre	Primary Health Unit
5	Maroodi Jeeh	Maroodi Jeeh	Salahley	Primary Health Unit

Table 7 – Number of Female Health Workers and Supervisors:

Region	No of FHW	No. of FHS
Maroodi Jeeh	50	5

D3. Improving the Quality of Essential Health Services: Improved essential health service quality is an essential part of the Service Prover’s responsibility. The Service Prover is expected to implement all Ministry of Health service delivery guidelines. In addition, the Service Prover is encouraged to use innovative methods to improve health service quality. The Service Prover is responsible for ensuring a strong management and supervisory system is in place to support health service quality. Health service quality will also be assessed through the Balanced Scorecard and Health Facility Assessment. The Service Prover is expected to use these results to further improve the quality of health services provided.

D4. Infrastructure and Maintenance of HFs: The Service Provider will maintain all necessary health facility infrastructure, which includes ensuring that all health facilities are functional with: (i) electricity (ii) water (iii) a sanitation system, and (iv) separate toilets for males and females (this infrastructure is additional to fencing/building walls of the perimeter of the health facility ensuring a shaded waiting areas and waste management infrastructure covered in the waste management section) as well as private areas to enable confidential provision of GBV services and basic disability access of rails and ramps. The Service Provider must ensure proper

maintenance and repair of the physical facility plant and all physical assets taken-over at the start of the contract, as well as physical assets procured, or facility repairs conducted under this contract. The Service Provider is responsible for developing a comprehensive Health Facility maintenance plan for the life of the project. The Service Provider is responsible for the adequacy of the infrastructure as judged by the annual health facility survey (balanced scorecard) and RHMT/ MoHD supervisory visits.

D5. Provision of health services for returnees, internal displaced people (IDPs), minority groups, and nomads: Given widespread population movement and multiple population groups within the country, diverse population groups and population changes / influxes are likely within the NGO's coverage area. The Service Provider is responsible for delivering the essential health services to all population groups within their coverage area. The Service Provider is responsible for identifying and utilizing appropriate delivery modalities to deliver services to all populations, including IDPs, nomads, minority groups, people with disabilities or suffering social stigma, and rural populations. The Service Provider is encouraged to use innovative methods to deliver services, particularly to reach underserved groups such as rural populations, nomads, IDPs, minority groups, people with disabilities, and other underserved populations such as the urban poor and encourage diverse staffing to promote access of disadvantaged groups.

D6. Referral system: The Service Provider is responsible for improving all aspects of the referral system, at all levels (community, primary, secondary, and referrals to the tertiary levels), including both vertical and horizontal referrals to facilities within the same level. The Service Provider is responsible for improving the ability of patients to get to the facility to which they were referred, including improved mechanisms of ensuring patients seek the next level of care such as patient escorts and following up with patients. The Service Provider is also responsible for identifying and using means to transport patients to the next level of care such as standard ambulances and well-equipped vehicles. The Service Provider is also responsible for improving referral reporting.

D7. Emergency response, Surveillance System, and Outbreak Response: The Service Provider is responsible for developing and maintaining an emergency preparedness and response strategy and plan to investigate, verify, and coordinate responses to emergency situations. The Service Provider is responsible for maintaining emergency preparedness and response committees at the regional, district, and health facility level and for advance coordination of emergency preparedness services with all relevant stakeholders.

The Service Provider is responsible for detecting, investigating and responding to any reports of suspected identified or novel diseases / unexplained diseases / outbreaks. The Service Provider must immediately report these outbreaks or suspected outbreaks to the Regional and District medical officers and to the MoHD Surveillance System, copying the Project Management Team and PIU. The Service Provider should respond rapidly and appropriately to epidemics, mass casualties and other health emergencies in line with the package of health services as outlined in Annex 1 . The Service Provider is expected to report any emergencies to relevant authorities immediately and coordinate with other organizations as necessary. In addition, the Service Provider should accept and manage victims of emergencies, using available ambulances from nearby health facilities.

Please see the Security and Incident Management section for further information on the NGO's reporting responsibilities regarding serious incidents associated with the Project.

D8. Community Involvement and Citizens Engagement: The community must play the central role in essential health service delivery. Community participation is required to ensure both viability and sustainability of health services. Involvement of communities is important to increase commitment to health programs, increase client motivation, accelerate program expansion, improve service delivery coverage and access, increase community ownership, and generate additional program resources. The Service Provider is responsible for holding monthly meetings with community health committees and conducting inclusive awareness raising and feedback meetings with communities. The Service Provider will be required to work with communities to establish or reinvigorate community health committees if they are not in place. The Service Provider is responsible for ensuring that committees represent all community members including women, disadvantages groups, and people with disabilities and other stigmas. Further, community-level health education and behavior change communication activities are critical to improving health outcomes and the responsibility of the NGO. Community health activities should be conducted in line with Somaliland 's community health Strategy, 2015 Implementation of essential health services will also include implementation of the FHW program and close attention to Somaliland 's Community Health Strategy.

The Service Provider will ensure transparent communication between communities and facilities and allow communities to participate in the health decision making process. As part of the Environmental and Social Management Plan (ESMP), the Service Provider will outline how it will engage with communities and other stakeholders throughout the life of the project. The Service Provider should provide a designated information board reflecting the following information: a) Types of health services provided by the HF, b) Availability of free health services, c) Staff names and positions, d) Official working hours, e) Medicines provided by the facility, f) Contact numbers of relevant authorities, g) Simple charts showing data on key health indicators (ex: number of outpatient visits, immunization, ANC4 visits, skilled delivery, ORS, etc.; charts can be hand-drawn), h) Contact details for the grievance mechanism including confidential channels for GBV cases, as well as how grievances will be handled and whistle blower protection mechanisms.

In addition to the information posted at the facility, the Service Provider is expected to communicate this information to communities through verbal means such as community meetings and mobilization events to ensure the information described above reaches community members who are unable to read.

D9. Gender Based Violence (GBV) and Female Genital Mutilation / Cutting (FGM/C): To mainstream the health response to GBV and improve the reporting system for GBV, the Service Provider will train all its relevant staff on safe, confidential, survivor centric and respectful health response to GBV, provide health response and counselling to GBV survivors, do referrals as needed and finally report on GBV cases based on the GBV reporting protocols or existing reporting systems that may be in place. The Service Provider will train and supervise staff on prevention and management of FGM/C and will mainstream FGM/C treatment and prevention into service delivery. Additional activities to ensure services are gender sensitive are

encouraged, as further outlined below. Training materials should be based on global good guidance and in line with training resources already developed for the Somali context.

Additional activities to ensure services are gender sensitive are encouraged, as further outlined below

- Mapping out GBV health response services and protocols in project areas to ensure the availability of services, including adequate medical supply kits such as post rape treatment kits.
- Conduct CMR capacity assessment in key health facilities using the existing CMR protocol and conduct regular audits through the CMR checklist to identify gaps and remedial actions on the provision of Post rape treatment kits to facilitate effective response for GBV survivors who come in the health facility.
- Establish GBV reporting channels and linking it to the project grievance mechanism

D10. Gender: The Service Provider is responsible for ensuring at least one trained and qualified health worker who is female (ex: nurse, midwife, doctor) at each health facility, from the Primary Health Unit level upwards. This requirement assumes many more than a single health worker who is female at larger facilities and the Service Provider is expected to take measures to ensure a gender balance of staff at all facilities and amongst management staff. The Employer encourages interventions that focus on improving gender equity, including provision of appropriate and separate accommodation and sanitation facilities for female workers, recruitment policies to target female hires, expanding access to female providers, providing gender awareness training, preparing health promotion materials that incorporate gender-equity messages promoting equitable access to health care.

D11. Community / Client Feedback, and Grievance Redressal Mechanism: The Service Provider is responsible for establishing an effective mechanism to ensure that community / client feedback is collected, all feedback is reviewed, and complaints and constructive suggestions are addressed. A representative within the health facility should be responsible for receiving, logging, and following up complaints in conjunction with the health facility management. Complaints can be raised with the health facility management who will liaise with local leaders or village elders, where community members generally raise concerns with them. Additional mechanisms for collecting and reviewing community feedback should be considered and the Service Provider is encouraged to explore innovative mechanisms for community / client feedback, especially those that are accessible to people with no or limited literacy skills, women, and other marginalized groups. The Third-Party Monitor (TPM) will also collect data on community and client perceptions and satisfaction, which the Service Provider is expected to review and use to make programmatic / service delivery improvements and decisions.

The Service Provider is required to ensure inclusive community information and feedback mechanisms on services including to opinion influencers and people who provide or promote alternative health services e.g. traditional healers and birth attendants, religious leaders, and elders. The Service Provider is required to establish functioning and accessible grievance mechanisms for project services, as well as separate mechanisms for project workers and confidential and survivor centric mechanism for sexual harassment/ exploitation and abuse reporting against staff or co-workers. The Service Provider will be required to regularly report

on community engagement and grievance mechanisms and refer serious grievances and incidents to the PIU at the MoHD.

There will be confidential, appropriate mechanisms to deal with complaints regarding sexual harassment, exploitation, and abuse. There will also be a separate worker grievance mechanism for the use of all direct and contracted workers to raise employment-related concerns, in line the Occupational Health and Safety provisions of section two of the Environmental and Social Standards (ESS2). The project will put measures in place to ensure that this worker grievance mechanism is easily accessible to all project workers.

D12. Strengthening the Information Education Communication/Behavior Change Communication (IEC/BCC) activities: Given that inadequate knowledge and information regarding health at the community level could contribute to the occurrence of the major disease burden, it is essential to reinforce the related activities not only at the facility/hospital level but also at the community level focusing on family planning, micronutrients, balanced food and infant and young child feeding– (IYCF). *The Service Provider shall provide all IEC/BCC materials according to developed MoHD IEC/BCC materials.*

D13. Procuring and Managing pharmaceutical, supplies, and other medical/non-medical logistics: The Service Provider will be responsible for procuring, transporting, and ensuring the continuous availability of all pharmaceuticals and supplies from assured sources to deliver the essential health services in sufficient quantity. The Service Provider must ensure that all pharmaceuticals are purchased exclusively from WHO qualified vendors (prequalified or through expert review) or USAID prequalified vendors, in line with the “Guiding Principles for Donors regarding Quality Assurance of Essential Medicines and Other Health Care Commodities”. The Service Provider should ensure sufficient buffer stock for those areas that may become inaccessible due to floods or insecurity as well as to cope with outbreaks and variations in service use. The Service Provider must ensure that pharmaceuticals are stored to international standards (proper temperature, out of light, off the floor, ventilation, etc.). The Service Provider will also be responsible for ensuring that the facility is equipped with all equipment to deliver essential health services at the level of services provided by the facility.

The Service Provider will coordinate with the PIU and the concerned technical departments on Gavi-financed programs for vaccines and related equipment and Global Fund financed programs for HIV, malaria, and Tuberculosis supplies, while providing these services. The Humanitarian Partners will continue providing nutritional products for the treatment of moderate and Severe acute malnutrition. The Service Provider will procure all other commodities, including family planning commodities and will provide all services. If there are gaps in supplies provided through Global Fund or Gavi financed programs, the Service Provider is expected to report these to the Government in a timely manner.

The bidders will refer to the list of equipment, essential drugs and medicine listed in the national essential drug list and stipulated in the Activity Schedule (Excel Sheet) attached as Annex II.

D14. Hiring and managing minimum staffing - In order to ensure that the community has access to quality health services, the Service Provider is expected to hire (and redistribute) a

required number of staff with required knowledge and skills (see annex II – Activity Schedule) for every facility/service delivery levels according to the utilisation of services and the specific requirements of the area. The skill mix of staff should adhere to the EPHS recommendations, with alignment to the package of services, ensuring that staff hired are aligned with staffing categories/disciplines needed to deliver services in the EPHS. Staffing levels can be progressively increased in line with the growth in the utilisation of services. It should be noted that this approach is not intended to be restrictive. It may be necessary to deploy more staff than it is recommended by the EPHS in certain health facilities, or a category of staff not stipulated in the EPHS may be assigned based on need to improve utilisation and coverage essential services.

D15. Building Capacity of health staff and their managers: The Service Provider is responsible for engaging in on-going activities to develop the capacity of health service providers and management staff. The Service Provider is responsible for capacity development of health and management staff including structured coaching, mentorship, and on-the-job training for health service delivery and management staff on a routine basis and on specific topics. Social and environmental safeguards requirements as well as for improving the quality and coverage of health services must also be adhered to.

D16. In-service training and capacity building of providers at health facilities: The Service Provider is responsible for conducting regular in-service training activities based on needs assessment to ensure staff have the skills to implement essential health services delivered under the contract. The Service Provider is also responsible for conducting all standard MoHD service delivery and management / administrative trainings, as well as trainings on environmental and social safeguards requirements. In-service trainings should be continuous. Close attention to principles of adult learning including practice-based learning and innovative methods of adult learning is encouraged. The Service Provider is expected to take measures to support the application of material delivered through in-service trainings into practice, ensuring job-aids, supervision, tools, coaching, mentorship, and job-training are in place to complement trainings. Ongoing capacity building of health service providers at health facilities in relevant topics and to ensure health service providers have full capacity to execute their functions is critical. This capacity development should utilize a variety of methods including trainings, practice-based learning, coaching, mentorship, supporting supervision, and on-the-job training.

D17. Robust Management and Supervision Systems: Functional, routine management and supportive supervision systems are essential to support health service delivery. It is the NGO's responsibility to ensure a robust system for managing and supervising facilities and delivering essential health services within their coverage area. Such a system should be geared towards ensuring services are delivered in line with essential package of health service, the implementation strategy guidelines, and this Employer's Requirement. The specific design of the management and supervisory system is at the discretion of the NGO. However, the management and supervisory system is expected to include routine visits to facilities and communities, routinized data use, procedures, and processes for administrative tasks. The management system should also ensure close links between facility level activities and activities which facilitate service delivery such as the HMIS system, supply chain management, and behavior change and communication.

D18. Health Management Information System: Data recording, review, and transmission in the District Health Information System (DHIS2): The Service Provider will be responsible for ensuring that all facility and community level data are reported in the DHIS2 system using standard DHIS2 forms. The Service Provider will be responsible for quality of collected and reported data. In order to verify the accuracy of the HMIS data, the Service Provider will ensure that all health workers record the necessary data, particularly addresses of the patients/ clients and maintain confidentiality in all patient matters.

Ensure routinized, consistent use of DHIS2, Supervision, and Survey data: The Employer believes that comprehensive and careful monitoring, evaluation, and data use will be critical to successful delivery of essential health services. To effectively monitor essential health services, the Employers expects the Service Provider to compile accurate data from the DHIS2, generate informative reports, analyze the information in order to identify strengths and weaknesses, and be able to take corrective action at the facility level to address areas that need improvement. The Service Provider is also responsible for generating region-wide analysis and using these data for decision making. The Service Provider is responsible for compiling, analyzing, and acting on data from health facility supervision reports. The Service Provider is responsible for facilitating data use for decision making at the facility level. Third party monitoring will be conducted to support implementation of health service delivery contracts. The Service Provider is responsible for ensuring staff comply with all third-party monitoring processes. Data from health facility and household surveys as well as electronic monitoring data, generated by the Third-Party Monitor (TPM) should be analyzed and used for improving health service planning and delivery.

The Service Provider is also responsible for reviewing and providing timely feedback to findings of contract monitoring missions carried out by the PIU. The Service Provider is required to cooperate with any monitoring and evaluation process authorized by the PIU as well as attending meetings and workshops organized by the MoHD Somaliland.

D19. Coordination: The Service Provider should maintain effective coordination with stakeholders at the community, district and/or regional level. Regional coordination meetings will be chaired by the RHMT. The Service Provider is expected to join the MoHD Somaliland coordination meetings.

D19. Flexibility: The Service Provider is required to meet the norms outlined in Government guidelines for delivery of essential health services and within these Employer's Requirement. The Service Provider should focus on increasing service coverage and improving quality. Improved Balanced Scorecard results are an important measure of the NGO's work on which the Service Provider will be assessed. Apart from the minimum standards outlined here and in Government guidelines for delivery of essential health services, the Service Provider will have flexibility in the processes it undertakes to apply the norms within the agreed package of essential health services and achieve results. Some norms, such as in-service training and availability of female staff, will be very strictly enforced.

D20: Innovation: The Service Provider is encouraged to propose using low-cost innovations to improve essential health service coverage, quality, and delivery, with an emphasis on reaching underserved populations (e.g. IDPs, nomads, minority groups, remote, marginalized, conflict-impacted populations, people with disability, women, children and the poor). The Service

Provider may be asked by the MoHD to implement any pilot schemes in the region based on guidelines that the MoHD will develop. Such pilots would be governed by an addendum to the contract. Not more than 2% of the proposed budget.

D21. Government Visibility: The Service Provider is operating public, Government health facilities on behalf of the Somaliland Government. The Service Provider should focus on activities that contribute to strengthening the legitimacy and visibility of the Somaliland government at all service delivery points. In addition to other aspects of visibility each Health Facility should be provided with a signboard with a standard Government logo (to be provided by the MoHD), in all locations where such signage will not compromise the security of patients and / or health workers. Primary logos should be those of the MoHD; and facility ownership by the MoHD should be clearly communicated to beneficiaries in writing and orally to stress that the services delivered are Government services. It is paramount that Government visibility should not compromise the provision of health services or the safety of the health workers, particularly in security compromised areas. A comprehensive security risk assessment (SRA) will be conducted for all health facilities ahead of service delivery, which will identify the locations in which Government signage can be placed without compromising security.

D22. Accessibility for those with physical, intellectual, and other disabilities, including mental health challenges: The Service Provider is expected to make services accessible to those with disabilities and to be sensitive to the needs of those with disabilities. Specific actions include ensuring service providers are sensitive to and respectful of persons with disabilities.

D23. Healthcare Waste Management: The Service Provider is responsible for implementing Medical Waste Management Procedures based on the Damal Caafimaad Project's Environmental Management Framework (ESMF), the project's Infection Control and Waste Management Plan (ICWMP) and aligned with Somaliland 's National Environmental, Waste Management Framework, and the National Environment Policy. The Service Provider will be responsible for developing an Environmental and Social Assessment and Management Plan (ESAMP). In addition, the Service Provider should pay due attention to the Somaliland Environmental Management Act³. The Service Provider will put in place measures designed to ensure the safe and environmentally sound management of healthcare wastes in order to prevent adverse health and environmental impacts from such wastes, including the unintended release of chemical or biological hazards, including drug-resistant microorganisms, into the environment. The Service Provider will be responsible for instituting and implementing a simple medical waste tracking system allows for the identification of current waste streams while determining how much waste is being generated from the health facility. The Service Provider will be responsible for keeping documentation showing details of interventions put in place for tracking, measuring and optimizing medical wastes and recycling processes as appropriate. The Service Provider will be required to (a) disaggregate waste in terms of typologies (infectious waste, pathological waste, sharps, pharmaceutical waste, genotoxic waste, chemical waste, waste with high content of heavy metals, pressurized containers, radioactive waste, general solid waste and micro-organisms), (b) report on volumes of each typology of waste generated, (c) report on volumes of each typology of waste collected, and (d) report on available capacity for on-site handling, collection, transport and storage. Medical waste management should be as low tech as

³ <https://www.eia.nl/documenten/00000442.pdf>

possible and focus on upstream sorting of medical waste to minimize the footprint and impact of medical waste. Each health facility is required to have a trained medical waste focal person.

D24. Climate Change: The Service Provider is expected to plan health service delivery activities to adapt to the impacts of climate change, this includes pre-positioning supplies for rainy season, ensuring facilities and stores are prepared for rainy season (ex: shelving is lifted above flooding levels), implementing outreach to reach populations impacted by climate shocks, and targeting climate-vulnerable groups for health and nutrition services. In addition, To mitigate the impacts of climate change, NGOs are expected to implement the following when upgrading health facilities: (i) electrification of off-grid facilities providers using solar power; (ii) energy efficient improvements for facilities such as procurement of energy efficient light bulbs (ex: LED) and low emission appliances; (iii) purchase of climate friendly cold chain equipment such as solar direct drive refrigerators, cool boxes, and low Global Warming Potential (GWP) refrigerators; (iv) measures to reduce pharmaceutical waste including sorting waste, institution and implementation of a simple medical waste tracking system to identify current waste streams, determine the volume of waste generated / collected from health facilities, and improved mapping of on-site capacity for waste management for reduction of medical waste; (v) minor building rehabilitation to increase energy efficiency, such as reflective paint, passive ventilation, window shutters, and improved insulation to increase facility cooling; and (vi) route optimization in pharmaceutical and supply distribution conducted by health service NGOs to reduce fuel consumption and related greenhouse gas emissions.

D25. Security Risk Management: The ‘Damal Caafimaad’ Project is governed by a revised Security Management Framework (SecMF) fit for the Somaliland context, which will establish direction for adequate levels of security risk management, crisis and contingency response and duty of care for all project workers, communities, and other project-affected persons. The government of Somaliland, in close collaboration with the PIU, is responsible for implementing security protocols and standards to ensure workers safety and security. The government of Somaliland shall prepare a rapid and confidential security risk assessment of the project sites and areas to be covered by the Damal Caafimaad Project. The assessment shall detail the prevailing, contemporaneous security situation of the past 5 years (2018-2022) in the larger Maroodi Jeeh region, in which the proposed project sites are located.

The Service Provider is responsible for reporting any significant security events to the PIU as soon as possible, and in any case within 24 hours of the incident’s occurrence. In consensus with the Government of Somaliland, the PIU shall be responsible for preparing and submitting verified and complete information on significant events to the World Bank within five days, using the prescribed Environmental and Social Incident Response Toolkit (ESIRT).

D26. Sub-contracting: the Service Provider is responsible for directly delivering the essential health services within their assigned coverage Region. If used, sub-contracting is expected to be kept to a minimum; no more than 10% of the total contract price. Sub-contracting may be proposed for a narrow scope of work within the Employer’s Requirement in which the NGO/Service Provider : (i) does not have expertise; (ii) is not able to provide due to access challenges; (iii) a combination of the aforementioned factors. In cases of sub-contracting, the Service Provider will remain accountable for results and resources used, and all sub-contractor activities, including in the implementation of the C-ESMP. In addition, in circumstances where

sub-contracting is used, the Service Provider will develop the capacity of the sub-Service Provider (e.g local NGO); this capacity development component will be an important aspect of the NGO's responsibility. Sub-contracting should not be used to geographically divide a region, but may be used, with justification, to address a specific access issue, particularly in the case of a security challenge. The use of sub-contracting is not required.

E. KEY EXPERT STAFF: The Service provider will be responsible on recruiting and deploying key expert staff to support the implementation of health project in the target region.

Table 8: Team Composition & Qualification Requirements for the Key Experts

Position Number	Position	Role and Responsibilities	Minimum Qualification
K1	Project Manager (Team Leader)	<ul style="list-style-type: none"> • Provide overall leadership and technical direction for the NGO's work • Plan, organize, and monitor all of the NGO's activities • Manage all staff • Serve as the point of contact between the NGO and the Government as well as partners • Engage with the MoHD to review of deliverables and technical conversations to ensure high quality essential health service delivery • Provide quality assurance for all of the NGO's activities • Coordinate different PHS delivery activities to ensure continuity between activities • Closely monitor activities of any sub-contractors (if used, with agreement from the MoHD and WB) • Work with Government and partners to troubleshoot and proactively address challenges • Ensure that environmental and social safeguards requirements as outlined in the C-ESMP are implemented and reported on. 	<ul style="list-style-type: none"> • University degree with post graduate degree (MPH, MBA, or MPA). • A minimum of ten-years full time experience of managing health service delivery projects with eight years of experience of staff and project management • Experience managing essential health service delivery in Somaliland is strongly preferred • A minimum of five years of experience working in fragile contexts. Experience working in Somaliland or other similar contexts • Demonstrated experience establishing management systems for health service delivery • Experience with health service quality improvement preferred • Excellent management and leadership skills • Excellent organizational skills with the ability to execute complex tasks in a timely manner • Willingness to travel to remote areas • At least three years' experience working with Governments and partners in fragile contexts.

			<ul style="list-style-type: none"> • Excellent quantitative and qualitative analytic skills • Strong diplomacy skills • Excellent communications skills including the ability to synthesize complex information for use across different audiences in both written and oral form
K2	Technical Manager	<ul style="list-style-type: none"> • Lead the NGO's technical work • Establish and implement systems for technical supervision, management, and quality improvement • Ensure essential health services are being implemented to technical guidelines • Ensure all MoHD policies and procedures are implemented • Oversee training of health professionals • Oversee efforts to improve health service coverage and utilization including community engagement • Based within the coverage region 	<ul style="list-style-type: none"> • Advanced degree in public health, medicine, or nursing or related field; • Training in project management, planning, M&E, and report writing • Training in at least one of the following fields RH, EPI, TB, Nutrition, IMCI and HMIS • A minimum of eight-years full time experience of managing health service delivery projects, preferably in fragile contexts • Demonstrated experience improving health service coverage and utilization in fragile contexts • Experience with tools and systems to improve health service delivery and quality • At least 3 years of working experience with Governments and partners in fragile contexts.
K3	Financial Manager	<ul style="list-style-type: none"> • Manage finances of NGO • Ensure all financial transactions follow procedures required under MoHD and WB procurement guidelines • Ensure all transactions are entered into QuickBooks • Oversee financial management practices of health facilities 	<ul style="list-style-type: none"> • A University degree in Finance, Business Administration, Accounting or similar. • An internationally recognized professional accounting qualification (ACCA/CA/CPA) OR an advanced degree - Master's or

		<ul style="list-style-type: none"> Based within the coverage region 	<p>equivalent - in Financial Management or similar.</p> <ul style="list-style-type: none"> At least five years of financial management experience, preferably for health projects Experience in fragile, conflict-impacted settings required; experience working in Somaliland or similar contexts.
K4	M&E / HMIS Manager	<ul style="list-style-type: none"> Working with the RHMT, oversee HMIS system use within the region Develop RHMT HMIS capacity Oversee facility-level use of HMIS tools Analyze regional-level health data for decision making Develop RHMT capacity for data analysis and data use for decision making Support implementation of HMIS data quality improvement procedures (quality checks, facility visits, etc.) Improve facility-level capacity to develop simple, hand-drawn data analytics (ex: charts placed on the wall) and to use data Contribute to NGO reports Based within the coverage region 	<ul style="list-style-type: none"> An advance degree in public health, statistics, or related field is required A minimum of six years in HMIS management, health data analysis and development of HMIS quality assurance systems. At least three years' experience in HMIS capacity development, with a focus on coaching and mentorship, is required
K5	Pharmaceutical and Supply Chain Manager	<ul style="list-style-type: none"> Oversee supply chain for the NGO Manage pharmaceutical and equipment procurement Ensure supplies and equipment are available at the facility level Ensure proper stock keeping and storage procedures are utilized at all levels, including the facility level Ensure documentation of all stock movement Implement asset tracking systems 	<ul style="list-style-type: none"> University degree in Business Administration, Logistics, Transport, Procurement, Supply Chain Management, Pharmacy, or any other relevant field A minimum of six years of supply chain management experience at primary level health service delivery. A minimum of five years of experience in developing operational and supply chain

		<ul style="list-style-type: none"> • Ensure pharmaceuticals are properly stored during transport • Develop RHMT supply chain management capacity 	<ul style="list-style-type: none"> • capacity, transport management systems and stock replenishment systems. • At least three years of demonstrated experience in a conflict-impacted, fragile settings such as Somaliland or any other similar environment.
K6	Social / Gender Based Violence (GBV) Specialist	<ul style="list-style-type: none"> • Based on Global and Somaliland-specific guidelines, ensure all GBV and FGM/C services are delivered in a technically accurate and safe manner • Take steps to mitigate risks in delivering GBV and FGM/C services • Train health service providers in GBV and FGM/C service provision • Conduct ongoing supervision of GBV and FGM/C services • Develop materials to ensure delivery of safe and effective GBV and FGM/C services • Work with facilities to organize and execute GBV and FGM/C community consultation, stakeholder trainings, and awareness campaigns • Closely collaborate with Regional level to support a multi-sectoral response to GBV and FGM/C • Oversee the implementation of environmental and social standard documents, ESMF, LMP, SEP, SEAH Prevention and Response Action Plan, prepared for the project • Be the grievance management focal point person and coordinate receipt, resolution, closure and reporting on grievances 	<ul style="list-style-type: none"> • A University degree in sociology, anthropology or community development, population studies or gender. • At least six years of general professional experience • At least six years of specific experience in supervising GBV and FGM/C prevention and response activities; GBV and FGM/C awareness in a healthcare setting is required • At least three years of demonstrable experience in GBV legal frameworks, principles of medical care of GBV and FGM/C, data collection and analysis on GBV and FGM/C. • Excellent knowledge of the guiding and ethical principles that govern work with survivors of GBV and FGM/C and good practices in the implementation of activities to prevent and address GBV and FGM/C. • Excellent command of Somali and strong ability to write reports;

F. LOCATION AND DURATION OF SERVICES

The services described above will be delivered to the Maroodi Jeeh Region with an estimated population of 1,372,625 - 2023 PESS Population Projections of 3% Growth rate. The Service Provider will cover a 18-month period from the date of signing the contract.

G. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

The Employer will provide the Service Provider with the following inputs:

- a) Information on and access to all facilities in the NGO's coverage region
- b) Copies of standard reporting and recording forms, as provided by the MoH
- c) Copies of and orientation on Environmental and social instruments and formats for reporting
- d) Access to MoHD training courses
- e) Copies of key reports and research carried out in Somaliland and important studies and background material from the international literature as well as information on the health-care status of population, and results of surveys and special studies, etc.
- f) Technical assistance when needed
- g) To the extent possible, MoHD health workers to provide services in remote and difficult to work areas
- h) The employer will not seek any payments, benefits, or other material resources from the Service Provider and their staff.

H. AUTHORITY AND RESPONSIBILITIES OF THE EMPLOYER

H1. RHMT (Project officer) have the following responsibilities and authority:

- a) The project officer will enjoy unfettered access to NGO-operated health facilities and related records of the HFs.
- b) The project officer will review the bi-annual technical report of the Service Provider and provide required feedback.
- c) The project officer will not seek any payments, benefits, or other material resources from the Service Provider and their staff.
- d) The project officer will conduct Monitoring/supervision of the provision of the health services separately and jointly, at the regional level, in the light of MoHD policies, and environmental and social guidelines, and other strategies and guidelines.
- e) Ensure effective Regional level coordination of all health providers such as MoHD, NGOs, Private sector, UN agencies and other sectors

- f) Ensure that the principles of cost-effectiveness, equitable distribution of health services and equal access are followed through. The emphasis should be on community participation and sustainable approaches
- g) To assist with resource mobilization for all health-related activities in the Region.
- h) Facilitate the communication between MOHD, and RMHT and the Service Provider.
- i) The project officer and Technical Departments of the MOHD will not seek any payments, benefits, or other material resources from the Service Provider and their staff
- j) Lead and facilitate Regional level essential health service technical workshops, round tables, conference, and meetings

H2. The PIU has the following responsibilities:

- a) Help ensure that the Service Provider achieves the best possible health outcomes for the people of the concerned Region by acting as the main point of contact with NGOs, facilitating relationship of NGOs with the technical departments and other parts of MoHD to facilitate solving problems that can arise in any complex situation
- b) Ensure the service provider and the MoHD adhere to the terms of the contract.
- c) Provide of technical assistance to NGO / Service Provider (where necessary)
- d) Relevant technical staff from the PIU will conduct performance management missions to monitor the work and performance of the NGO at central and field level
- e) Review the inception, bi-annual, and end of project reports submitted by the NGO and provide necessary feedback to the NGO
- f) Convene meetings with the Service Providers to discuss and resolve issues related to essential health service implementation and other issues under scope of services
- g) Share updated policies, strategies, and technical guidelines as well as reports and survey data with the NGO
- h) Process timely transfer of funds to the Service Providers in close coordination the MoF EAFS Section.
- i) The PIU will, in consultation with the Department of Admin and Finance and the Office of the Auditor General, hire an auditing firm to perform external audit of Essential Service contracts. The PIU will also work with the office of the internal auditor and the Government's Audit General to facilitate their audits of NGO contracts.

- j) Lead and facilitate National-level essential health service technical workshops, review meetings, round tables, conference, and other adhoc coordination meetings
- k) Facilitate Service Providers' communication with MoHD technical departments.
- l) Provide environmental and social safeguard requirements.

H3. MoHD SL and technical departments have the following authority and responsibilities:

- a) Conduct joint monitoring visits with the PIU
- b) Supervision and on-the-job training of Health staff / frontline health workers on technical guidelines
- c) Participate in the bi-annual review of contracts, by reviewing the progress reports of the partners and attend the face-to-face meetings facilitated by PIU
- d) Provide technical assistant to Service Providers' staff on technical guidelines and/or changes in guidelines

H4. The Service Provider has the following authority and responsibilities:

- e) The Service Provider will enjoy sole discretion in the procurement of drugs, supplies, equipment, and other resources needed to meet contractual obligations and also in the use of resources purchased or provided under the Damal Caafimaad contract. The procurement of drugs, supplies and medical equipment will comply with the national guidelines and will be exclusively from WHO qualified vendors (prequalified or through expert review) or USAID prequalified vendors.
- f) The Service Provider in consultation with the MoHD and PIU will collaboratively engage in the posting, recruitment, payments, disciplining, and termination of staff paid for under this contract
- g) Ensure transparency and accountability by sharing the project plan and the progress made with stakeholder at different level.
- h) Ensuring proper maintenance and repairing of assets handed- over to them, donated and those procured with funds provided under this contract.
- i) The Service Provider must assign at least one Regional technical focal point for each component of contracted essential health services and an adequate number of supervisors.
- j) The project manager (position K-1) assigned by the NGO must have sufficient managerial and financial authority.
- k) The selected Service Provider will maintain a properly staffed office in the region. All key staff must reside in the Region and spend full time in the concerned Region.
- l) Cooperating with any monitoring and evaluation process including Third Party M&E authorized by the PIU.
- m) Quickly resolve reasonably deficiencies that are pointed out by the PIU.

- n) The Service Provider will not provide any payments, benefits, or other material resources to the Regional Health Management Team, or Ministry of Health Development and their staff. Any resources needed by the RHMT or MoHD department will be provided through the PIU at the MoHD.
- o) Comply with all environmental and social risk mitigation measures outlined in the C-ESMP and in line with the E&S instruments and ESF and monitor and mitigate other risks.
- p) Ensure security guidelines are followed and report serious incidents to the PIU within 24 hours. Non-compliance is grounds for termination of the contract.
- q) The Service Provider will technically support and actively participate in all regional program subcommittees such as RMNCH, HMIS, EPI and others.
- r) The Service Provider should actively participate in all joint monitoring visits of the health facilities planned by RHMT, PIU and other assigned representatives of MoHD technical departments such as reproductive health, nutrition, and child health
- s) The Service Provider must be responsive to all MoHD communications in a timely manner, through proper channels.
- t) To avoid duplication of activities and wastage of resources, while also being responsive to the population's need for services, the NGOs should inform and closely coordinate plans for establishing any new supplementary off-budget health projects/ interventions with the MoHD at the national level and the RHMT prior to the contracting, launching and implementation phase. As much as possible the RHMT and MoH-PIU should be involved in the design of such projects/interventions. In the case of partnership (joint venture and sub-NGOs) the partners will complement each other's capacities for better service delivery. It should not be in the form of geographic division of the region between partners; although sub-contracting may be used, with justification, to solve a specific access issue, particularly in cases with security access limitations. In any case of sub-contracting, the primary The Service Provider will remain fully accountable for all results and the primary function of sub-contracting will be to develop the capacity of local NGOs/ Service Provider. In case of sub consultancy, the assignment given to the sub-NGO(s) should not exceed 10% of the contract price (also see sub-contracting section above).

I. REPORTING REQUIREMENTS

The Service Provider will provide quarterly reports to the PIU related to activities undertaken in fulfillment of the employer's requirement



The quarterly report will include the following three sections:

1. **Narrative Report**



- i. A description of key outputs against employer’s requirement objectives and progress on key objectives. the Service Provider will also provide an overview of progress against the Service Provider’s work plan. Such a report on progress against workplans will not be required in subsequent years in favor of greater focus on results and progress on key objectives (which should also be covered in the year one reports)
 - ii. Analysis of progress on key HMIS indicators including an overview of achievement challenges and actions to improve indicators. Formats are below
 - iii. Problems encountered and solutions undertaken
 - iv. Relations with stakeholders such as the RHMT, the community, and other NGOs operating in the Region
 - v. Compliance with environmental and social risk management requirements and C-ESMP and summary of complaints received and resolved
2. **A one-to-two-page summary table of financial reports.** The financial report will use the standard format from the World Bank. Financial reports will be submitted quarterly by 15th after each end of quarter. Formats are bellow.
3. Submission of **DHIS2 and LMIS reports** for all facilities within the NGO’s coverage area. These reports will cover the following aspects:
 - a. Quantity of services provided including number of patients attended broken down by age and gender
 - b. Medical supplies procured and distributed

Annex I – EPHS Framework interventions

Agreed sub-set of interventions to be financed by the Damal Caafimaad Project from the Government's EPHS 2009



  Double click here to find excel file

Annex II – Activity Schedule

  Double Click here to find costing table

(NB. For supply forecasting please use catchment population data in the Activity Schedule)

Annex III: NGO's Environmental and Social Management Framework (ESMF)

  Double click here to access ESMF documents

Annex IV: SAMPLE INCEPTION NARRATIVE REPORT

- This report must be completed and signed by the Project responsible person
- The information provided below must correspond to the financial information that appears in the financial report.
- Please complete the report using a typewriter or computer (*you can find this form at the following address <Specify>*).
- Please expand the paragraphs as necessary.
- *Please refer to the Special Conditions of your grant contract and send one copy of the report to each address mentioned*
- The Contracting Authority will reject any incomplete or badly completed reports.
- The answer to all questions must cover the reporting period as specified in point 1.7

Description

Name of beneficiary of grant contract:

Name and title of the Contact person :

Name of partners in the Action:

Title of the Action:

Contract number:

Total budget:

Start date and end date of the reporting period:

Target region:

Final beneficiaries&/or target groups⁷ (if different) (including numbers of women and men):

Region in which the activities take place:

Assessment of implementation of Action activities

Activities and results

Please list all the activities in line with your work plan provided in the contract during the reporting period of first one month:

Activity 1:

Title of the activity:

Topics/activities covered <please elaborate on the followings>:

Establishment of office and staff recruitment;

Taking over of health facilities

Orientation meetings and visits to/with regional health management teams and community members

Making inventory for procurement of goods and equipment

Reason for modification for the planned activity <please elaborate on the problems - including delay, cancellation, postponement of activities- which have arisen and how they have been addressed> (if applicable):

Results of this activity <please quantify these results, where possible >:

Please provide an updated action plan ⁸

Year	Quarters						Quarters						Implementing body
	Month 1	2	3	4	5	6	7	8	9	10	11	12	
<i>Example</i>	<i>example</i>												<i>Example</i>
Preparation Activity 1 (title)													Local partner 1
Execution Activity 1 (title)													Local partner
Preparation Activity 2 (title)													Local partner

⁷ “Target groups” are the groups/entities who will be directly positively affected by the project at the Project Purpose level, and “final beneficiaries” are those who will benefit from the project in the long term at the level of the society or sector at large.

⁸ This plan will cover the financial period between the interim report and the next report.

Etc.														
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Partners and other Co-operation

How do you assess the relationship between the formal partners of this Action (i.e. those partners who have signed a partnership statement)? Please specify for each partner organization

How would you assess the relationship between your organization and Government authorities in the project area? How has this relationship affected the project?

Where applicable, describe your relationship with any other organizations involved in implementing the Action:

- Associate(s) (if any)
- Sub-contractor(s) (if any)
- Final Beneficiaries and Target groups
- Other third parties involved.

Where applicable, outline any links you have developed with other actions

Name of the contact person for the Action:

Signature:

Location:

Date report due:

Date report sent:

Annex V: FHWs/ICCM supplies and commodities



FHws:ICCM
supplies and

Annex VI: Quarterly Technical and Financial Report Formats

Republic of Somaliland Ministry of Health Development

A. Technical Quarterly Activity Report

Reporting period; from: (dd/mm/yyyy) To: (dd/mm/yyyy)

Region:

Districts:

Organization(s):

Leading Agency:

Other EPHS partners:

Contact Details:

Address

Phone:

Email:

Signature/ Name and Designation: **(All pages of report shall be stamped, and initialled by the same authorized representative who signed the contract).**

Date the report received at PIU: Submitted by: Submitted to: Name/Signature/Designation:	Completeness of the reports:			
	Report Name	Hard copy enclosed	Soft Copy Enclosed	Copied to MoHD: Yes / No
	Technical Report			
	Financial Report			
HMIS Report				

Total number of female nurses																	
Number of health facility received supervisory visit																	
Completeness of HMIS reporting																	

SECTION C: NARRATIVE SECTION

INSTRUCTION: For each of the following questions write a brief answer. You have a **MAXIMUM** of 3 pages total in which to answer **ALL** the questions. Do not use font less than 10.

Provide progress against the work plan (as may be revised and updated in consultation with the MDOH).

Describe any project level constraints, shortcomings, or major achievements in the reporting quarter. Include solutions or approaches to the constraints. (*Example, lack of female staff and the approach the NGO is taking to solve this problem.*)

Describe coordination activities and support, which the NGO has given to the **DHMT and RHMT**. Include here the number of meetings held, problems that have arisen and solutions, etc.

Describe any **community level** coordination activities; problems, or new program initiatives, which have taken, place in the reporting quarter. Include here solutions, approaches, and corrective actions to problems identified.

Describe any challenges related to security or the environment, which you have faced for the reporting quarter.

Describe any other issues or problems.

SECTION D: KEY STAFF OF THE PROJECT:

No	Name	Title	Start Date	Station	Contract's period	Remarks
1						
2						
3						
4						
5						

Section E: Quarterly Financial Report

Implementing Agency: *Name of the Consultant*
Region Name: *Xxxx*
Contract Number: *Xxxx*
Component *Xxxx*

Reporting Period From DD-MM-YYYY to DD-MM-YYYY

Section E1: Fund Balance Reconciliation

Note – Bank Statement should be provided to support the fund balance

Particulars	Bank Account Number	Name of Bank	Amount	Remarks
Opening Balance				
Main Bank Account balance				
State/regional Bank Account balance				
Sub Partner /Joint venture's Bank Account Balance (If any)				
Cash in hand, in safe or etc.				
Total Cash and Bank Balance Available				
Variance (Add or Less)				
Actual Fund Balance				
Add				
Installment received from MOH during QTR				
Total Cash and Bank Balance Available + Installment received during QTR				
Less				
Expenses incurred for this quarter				
Actual fund balance at the end of the Qtr				This Balance should tally with fund balance of summary sheet

Breakdown of Closing Balance

Main bank Account balance				
State/region bank Account balance				
Sub Partner /Joint venture Bank Account Balance (If any)				
Cash in hand, in safe or etc.				
Total Cash and Bank Balance Available				
Variance (Add or Less)				
Actual fund balance at the end of the Qtr				This Balance should tally with fund balance of summary sheet

Breakdown of Variance of closing Balance

Description	Amount
Open Advance	
Outstanding liabilities to be paid	
Total	

Prepared By

Name :

Designation :

Checked By

Name :

Designation :

Approved By

Name :

Designation :

SECTION E2: Financial Report Summary Sheet

Reporting Period: (From: XXX To: XXX-20XX)

Implementing Agency:	XXX
Project Name:	XXX
Project No.	Xxxx
Region Name:	Xxxx
Contract Number:	XXX
Donor:	XXX

Sr.No	Budget Item	Original Budget	Total Fund Received	Expenses in This Quarter	Total Expenses To Date	Remaining Budget vs. Installment Received		Remaining Budget vs. Total Budget	
						in Amount	in %	in Amount	in %
1	Staff Costs					-	0%	0	0%
2	Capital Costs					-		0	
3	Re-Current Costs					-	0%	0	0%
4	Other Direct Costs					-		0	
Total Direct Costs		0		0	0	-	0%	0	0%
Indirect/Admin Costs		0		0	0	-	0%	0	0%
Grand Total		0	-	0	0	-	0%	0	0%

Prepared By
Name

Checked By
Name

Attested By
Name

Designation

Designation

Designation

Contract Performance Monitoring Indicators

These are the primary survey indicators on which contract performance will be monitored.

Indicator	National		Maroodi Jeeh	
	Baseline	Target	Baseline 2021/2	Target
Percentage of births attended by skilled health personnel in a health facility (Percentage)	40%	60%	95%	
Percentage of children between 6-59 months old receiving Vitamin A supplementation (Percentage)	13%	70%	17.3%	
Percentage of children under one year of age receiving Pentavalent 3 (Percentage)	12%	54%	92%	
Percentage of women of childbearing age using modern contraceptives (percentage)	0.30%	8%	0.3%	
Percentage of government health facilities that submit timely and complete HMIS reports no later than the end of the following month (Percentage)	0%	90%		
Number of outpatient department visits per capita (Number)	0.25	1.1	153,242	
Percentage of newborns receiving postnatal care within two days of birth. (Percentage)	9%	42%	73.8%	
TB treatment completion rate (Percentage)	93%	98%		
Number of GBV services delivered (Number)	0.00	500,000		
Percentage of health facilities received supportive supervision using supervisory checklist by the NGO in the preceding quarter (Percentage)	55%	90%		
Percentage of women receiving ANC4	24%	36%	22.4%	
Quality scores calculated by the TPM based on Health Facility Assessment (inclusive of pharmaceutical stock outs, TT in ANC, and other quality indicators)	TBD			

Annex VI: TPM Arrangements

A Third-Party Monitoring (TPM) agent will be retained to monitor essential package of health service delivery activities in Somaliland to support monitoring of health service delivery contracts, data availability and accountability for results. The TPM will ensure high quality data are available to support service delivery improvements in Somaliland and to ensure the project delivers the services it is designed to deliver. To create a unified monitoring system as part of the health information and management system of the country, it is anticipated that the TPM will cover the entire country, not only WB project areas.

Table 9: TPM Schedule

<u>TPM Component</u>	<u>Method</u>	<u>Baseline/Year 1</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>End line/Year 4</u>
<u>Data Collection</u>	Household Survey¹ (Base & End-line National)	Full National Household Survey baseline (SLHDS)	Light Survey (EOY)	Light Survey (EOY)	Light Survey (EOY)	Full National Household Survey End-line (EOY)
	Household Survey Modality	Using the SLHDS data verified by phone panel	Phone	Face to face (only coverage, not mortality data; national and sample survey) – TPM entity will propose the security measures/strategy for F2F survey	Phone	Face to face
	Facility Survey	National Facility Survey Baseline	Project Area Facility survey (EOY)	Project Area Facility survey (EOY)	Project Area Facility survey (EOY)	National Facility survey End line (EOY)
	Facility Survey Modalities	Face to face	Face to face	Face to face	Face to face	Face to face
	Electronic Methods	N/A	Ongoing	Ongoing	Ongoing	Ongoing
<u>Data Use</u>	Quarterly Balanced scorecard bulletin / interactive dashboard		End of Q1-Q4	End of Q1-Q4,	End of Q1-Q4,	End of Q1-Q4,
	Report / Health Sector Review	Baseline Report	Annual Report / Health Sector Review	Annual Report / Health Sector Review	Annual Report / Health Sector Review	Annual Report / Health Sector Review

¹ In case of delays in household surveys, a minimum of three surveys are planned: one at baseline, one at mid-line and one at end line.

Data Collection Methods

- 1.) **Household Survey:** An annual household survey will be conducted to assess coverage of key health service delivery indicators along with several outcome indicators. The purpose of this component is to evaluate the impact of the essential package of health service delivery and the project at population and community level. The household survey will cover a combination of background population information, service delivery indicators, outcome indicators, and community satisfaction. The baseline survey, year one survey, and year three survey will be phone surveys. The mid-line and end-line surveys will be in-person. The baseline survey will use panels to complement and verify existing SHDS data. Surveys at baseline and end-line will include mortality estimates and full pregnancy histories as well as coverage data and community feedback (full surveys), while surveys in the interim years will focus on coverage data and community feedback (light surveys). All surveys will be national.
- 2.) **Health Facility Assessment:** The health facility assessment will include health service quality assessment focusing on process and structural quality (structural quality encompasses health facility functionality including all required amenities such water and sanitation and electricity). A limited number of focused questions centering on the services to be assessed through the health facility survey will be used. The health facility assessment will be national at baseline and end line and in project areas at the end of years one, two, and three. The national assessment will be a full assessment, while the assessments at the end of years one, two, and three will be light assessments in project areas with select questions covering representative areas.
- 3.) **Digital Methods:** To facilitate ongoing data collection, in Somaliland 's complex environment, electronic means of data collection will be used. Digital platforms aim to collect data either without an in-person field-presence or with very minimal field presence. Ongoing, electronic data collection are planned for each of the following areas: (i) health service quality (ii) health facility functionality; and (iii) client / beneficiary feedback. Specific methods / platforms will be identified during the TPM's inception phase.

Data Use / Presentation

- 1.) **Quarterly Interactive Dashboard / health service delivery bulletin / balanced scorecard:** on a quarterly basis, the balanced scorecard results, as well as household survey results where applicable, will be compiled and presented in an interactive Dashboard / health service delivery bulletin. The bulletin / dashboard will include maps, figures, tables, and narratives. The purpose of the bulletin / dashboard is to provide usable, detailed, and up to date information to Ministries of Health and partners on health services in Somaliland.
A detailed **balanced scorecard** will be included in the dashboard / bulletin including (i) health service functionality (ii) health service quality (iii) beneficiary feedback and actions taken by facilities. On an annual basis, results of the household survey, and health facility assessment will also be included in the bulletin / interactive dashboard. The bulletin / dashboard will include maps, figures, tables, and narratives. The purpose of

the bulletin / dashboard is to provide usable, detailed, and up to date information to Ministries of Health and partners on health services within Somaliland.

The bulletin / interactive dashboard will initially be designed by the TPM agency and the capacity of the MoHD to publish the interactive dashboard / bulletin will gradually be developed. Publishing of the interactive dashboard / bulletin will be housed in the MoHD, with initially intensive capacity support from the TPM. Capacity support from the TPM will gradually taper off but will remain throughout the life of the project.

- 2.) **Annual report: the annual report will cover the results of the household survey and will present balanced scorecard results from the year.** The written report will be accompanied by a concise presentation

Performance Specifications and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. In the context of international competitive Bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by the Employer to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank's Procurement Regulations and sustainable procurement guidance for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Non-Consulting Services that exceed the specified minimum sustainable procurement requirements.

Any applicable environmental and social requirements shall be specified. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the specifications.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions or Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Employer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Employer at least 28 days prior to the date when the Service Provider desires the Employer consent. In the event the Employer determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document.

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (h) “Employer” means the party who employs the Service Provider;
- (i) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider;
- (j) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the Employer’s Country;
- (n) “Local Currency” means the currency of the country of the Employer;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (u) “Services” means the work to be performed by the Service Provider pursuant to the Contract;
- (v) “Sexual Exploitation and Abuse” “(SEA)” means the following:
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (w) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;
- (x) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Bank Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

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

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment
upon
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
 - (i) the procedures to establish and maintain a safe working environment;
 - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated

incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider’s Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval** The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- Submission by the NGO for the Employer’s approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be

trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and

- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider’s operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer’s Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider’s operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer’s country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

4. Service Provider’s Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
- (i) persists in any misconduct or lack of care;
 - (ii) carries out duties incompetently or negligently;
 - (iii) fails to comply with any provision of the Contract;
 - (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
 - (vi) has been recruited from the Employer's Personnel;
 - (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If stated in the SCC and subject to GCC Sub-Clause 5.3, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's

Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant

workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;

- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC.**
(b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a

Performance Incentive Compensation	breakdown of the lump-sum price is provided in Appendices D and E.
	6.3.2 If the SCC so specify , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.6 Price Adjustment	<p>6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.</p> <p>I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days</p>

before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

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

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability

**Lack of
Performance
Penalty**

period shall be extended for as long as Defects remain to be corrected.

- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

**8.1 Amicable
Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute
Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

- (a) For contracts with foreign Service Providers:

unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The

place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

- (b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read <i>Republic of Somaliland</i> .
1.1(a)	The Adjudicator is <i>Ali Abdi Abdulle</i>
1.1(e)	The contract name is <i>Delivery of Essential Package of Health Services in Maroodi Jeeh Region</i> .
1.1(h)	The Employer is <i>Ministry of Health Development, Republic of Somaliland</i>
1.1(o)	The Member in Charge is
1.1(q)	The Service Provider is
1.2	The Applicable Law is: <i>Laws of the Republic of Somaliland</i>
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Employer: Ministry of Health Development of Republic of Somaliland Attention: <u>Mohamed Abdi Hussein – Acting PIU Member. HSS lead</u></p> <p><u>Email: hsslead.mohd@sldgov.org</u></p> <p>Service Provider: _____ Attention: _____ Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Dr Mohamed Abdi Hergeye - <u>the Director General of the MoHD Somaliland</u> For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>from the date of contract signing</i> .
2.2.2	The Starting Date for the commencement of Services is <u><i>30 days from contract signing</i></u>
2.3	The Intended Completion Date is <i>18 months after the contract signing date</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.4.1	If the value engineering proposal is approved by the Employer, the amount to be paid to the Service Provider shall be ___% [<i>insert appropriate percentage. The percentage is normally up to 50%</i>] of the reduction in the Contract Price. N/A
3.1	Health and safety manual is required
3.2.3	Activities prohibited after termination of this Contract are N/A
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Service Provider or its Experts or Sub-contractor, with a minimum coverage of USD 50,000.00 (ii) Third Party liability insurance, with a minimum coverage of ten (10) percent of the contract value; (iii) Employer’s liability and workers’ compensation insurance in respect of the experts and Sub-contractors in accordance with the relevant provisions of the applicable law in the Borrower’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; (iv) Professional liability insurance, with a minimum coverage of equal to contract ceiling; (v) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.
3.5(d)	<p>The other actions are</p> <ul style="list-style-type: none"> - None
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <ul style="list-style-type: none"> - Publications are not allowed without prior approval of the employer - Documents cannot be used for other purpose without prior approval of the employer - Logo, sign other than employers’ cannot be used for project documents without prior approval of the employer
3.8.1	<p>The liquidated damages rate is 0.05 percent per day of the total contract price</p> <p>The maximum amount of liquidated damages for the whole contract is ten (10) percent of the final Contract Price.</p>
3.8.3	<p>The percentage _____ <i>N/A</i> _____ to be used for the calculation of Lack of performance Penalty(ies) is _____ <i>N/A</i> _____.</p>
3.9	A Performance Security <i>shall be required</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
	<p>The Performance Security shall be in the form of: <i>a Bank Guarantee</i></p> <p><i>The amount of the Performance Security shall be 10% of the contract value.</i></p> <p>The Performance security shall be denominated in <i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</i></p>				
3.11	The following sustainable procurement contractual provisions apply: N/A				
3.13	The Service Provider <i>shall</i> submit a security management plan.				
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p><i>Refer to Section G in the Employer’s Requirement</i></p>				
6.2(a)	The amount in local currency is _____N/A_____.				
6.2(b)	The amount in foreign currency or currencies is _____.				
6.3.2	The performance incentive paid to the Service Provider shall be: N/A				
6.4	Payments shall be made according to the following schedule:				
	# of instalment	Due date for submission of inception /quarterly reports and invoices	Due date for receiving of payment by service provider	Percentage of Payments	Deliverables
	1 st instalment	Advance Payment: After Signing the contract, submission of an invoice and Bank guarantee for the advance request.	21 days after signing of the contract	Twenty percent (20%) of contract value.	Processed by the PIU through MOF EAFS
	2 nd instalment	Inception report submissions - 15 days after signing of the contract	30 days after the inception report approved	Ten percent (10%) of the Contract Value	Upon submission of Inception Report accepted by PIU.
	3 rd instalment	Progress Reports (Technical and Financial) received after 6 months of signing of contract (Quarter 1 & Quarter 2	30 days after the receipt of invoice and progress reports approved	10 percent of the Contract Value	Upon submission of 6 months report accepted by PIU/MOHD

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
	Other Instalment	Progress Reports (Technical and Financial) received on quarterly basis (Quarter 3 to Quarter 6)	30 days after the receipt of invoice and progress reports approved for the previous quarters	15 percent of the Contract Value - for every quarter for the remaining period of the contract.	Upon submission of progress reports accepted by PIU/MOHD
	<ul style="list-style-type: none"> • <i>The amortization of the Advance mentioned above shall commence when the progress payments have reached 20% of the contract price and be completed when the progress payments have reached 80%</i> • <i>The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized,</i> 				
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment. The interest rate is <u> N/A </u> .				
6.6.1	Price adjustment is <i>not applicable</i>				
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: - <ul style="list-style-type: none"> • <i>Regular Inspections/supervisions will be carried out by the PIU/MOHD</i> • <i>Third Party Monitoring agencies – contracted by the employer will conduct regular visits to the health facilities and communities.</i> The Defects Liability Period is <u> N/A </u> .				
8.2.3	The Adjudicator will be <i>Ali Abdi Abdulle</i> the rate will be \$100/hour. The following reimbursable expenses are recognized: <u> N/A </u>				
8.2.4	Rules of arbitration GCC 8.2.4 (a) <i>shall</i> apply. Proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL). a) Place of Arbitration: Nairobi, Kenya b) Language for Arbitration: English language GCC Sub-Clause 8.2.4 (b): <i>shall</i> apply.				

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>[GCC 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider. GCC 8.2.4 (b) shall be retained in the case of a Contract with a domestic Service Provider.]</i> <i>[insert place of arbitration if GCC 8.2.4 (a) applies]</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is Somaliland Lawyers Association.

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix - N/A

Performance Incentive Compensation Appendix Provisions – N/A

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1-[].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[] U.S. over the term of the Contract.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.
- (4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[] U.S. per Contract Year maximum will not be increased.
- (5) For the purpose of calculating the equivalency of \$[] U.S. and \$[] U.S. pursuant to Sections 2.1(1) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

**ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

[SAMPLE: This part is to be designed on a case by case approach]

**PART A THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE
COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

PART B THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores for the Performance Criteria

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
 - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
 - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
 - (c) is in between the technical standards for two Criterion Values, then the Criterion

Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.
3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,
 - (a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;
 - (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
 - (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.
4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] []	0.25	20	19	17	16	15
3.	[Criterion 3] []	0.15	30	25	20	15	10
4.	[Criterion ~] []	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the “**Composite Score**”, if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1

Performance Incentive Obligations

Year [1]

Services			Criterion Values					
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs ¹]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

**Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER'S
PERSONNEL**

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

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

Subcontractor’s Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Contract reference *[insert contract reference]*
 Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Name of the Subcontractor _____

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

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the NGO:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

Table of Forms

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

5. How to make a complaint

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
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OR

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Ministry of Health Development Somaliland.

You are requested to furnish (i) the Performance Security within ten (10) business days in accordance with the Conditions of Contract, using Bank Guarantee Form and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Contract Agreement

This AGREEMENT is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received [or has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) [or a credit from the International Development Association (hereinafter called the “Association”)] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [or Association] will be made only at the request of the Employer and upon approval by the Bank [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider’s Personnel

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

For and on behalf of the Employer:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

[signature(s)]

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

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been

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

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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

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

[signature(s)]

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