Request for Quotations Works

INVITATION TO QUOTE (Advertisement) WORKS

INVITATION TO QUOTE

Date: August 2, 2024

Project Title FSM Skills and Employability Enhancement (SEE) Project	
Grant	D-9870
Contract Name	Performance Grant - KHS: Classroom Renovation
Contract Ref	FM-NDOE-418649-CW-RFQ

1. This project is financed by the World Bank through the above grant. The **National Department of Education** invites sealed quotations from eligible bidders for **Renovation of KHS T3 Building**.

2. Eligible bidders should have experience in the construction of at least **one contract** of the nature and complexity equivalent to the Works described in this Invitation, during the last three years and should provide evidence of financial resources to successfully complete the Works.

3. A complete set of Request for Quotation (RFQ) documents in **English** will be provided to interested eligible bidders upon the submission of a written application to the address below.

5. Quotations must be submitted to the address below on or before **August 30, 2024, 3pm local time.** Late quotations may be rejected.

6. The address referred to above is:

Secretary National Department of Education P.O. Box PS 87, Palikir, Pohnpei, FM 96941

Attn: Hyunjeong Lee, Project Manager Project Implementation Unit – SEE Project National Department of Education <u>https://www.national.doe.fm</u> Tel: (691) 320 2609

E-mail: hyunjeong.lee@national.doe.fm with a copy to angelyne.aten@national.doe.fm



REQUEST FOR QUOTATION (RFQ) WORKS

REQUEST FOR QUOTATION (RFQ-WORKS)

Date of Issue of RFQ: August 2, 2024

Project Title: Grant no.:	FSM Skills and Employability Enhancement Project D-9870
Contract Name:	Performance Grant - KHS: Classroom Renovation
Contract Ref:	FM-NDOE-418649-CW-RFQ

To: Bidder

Dear Bidder,

1. **The National Department of Education** hereby invites you to submit a quotation for the following works: **Renovation of KHS T3 Building.**

2. To assist you in the preparation of your price quotation we enclose the necessary Specifications, Bill of Quantities (BOQ), Drawings, and Form of Contract.

3. A site visit to the facilities will be arranged and is mandatory before the submission of the quotation.

4. You may submit the signed Form of Quotation by hand delivery, post or electronically at the following address:

Attn: Hyunjeong Lee, Project Manager Project Implementation Unit – SEE Project National Department of Education Tel: (691) 320 3609 Email: <u>hyunjeong.lee@national.doe.fm</u> with a copy to <u>angelyne.aten@national.doe.fm</u>

5. You must have experience as a contractor in the construction of at least one contract of the nature and complexity equivalent to the works included in this RFQ over the last three years, and provide evidence of financial resources to successfully complete the works of this contract.

6. Each bidder shall submit only one quotation. All quotations submitted in violation of this rule shall be rejected.

7. In evaluating the quotations, the Employer will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) For Quotations with BOQ: where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(a) if a Bidder refuses to accept the correction, their quotation will be rejected.

8. Your quotation shall be valid for a period of sixty (60) days from the submission deadline of quotations.

9. For Quotations with BOQ: Your quotation in English language shall be for the whole works and based on the unit rates specified in the Bill of Quantities for a fixed unit rate contract. Currency of quoted prices and payment shall be in US dollars. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

10. The Employer will award the contract to the Bidder whose quotation has been determined to be substantially responsive to this RFQ, has offered the lowest evaluated price quotation and is qualified to do the Works.

11. The terms and conditions of contract are attached to this RFQ.

12. Your quotation should be submitted by August 30, 2024, 3pm local time to:

Attn: Hyunjeong Lee, Project Manager Project Implementation Unit – SEE Project National Department of Education Tel: (691) 320 3609 Email: <u>hyunjeong.lee@national.doe.fm</u> with a copy to <u>angelyne.aten@national.doe.fm</u>

13. Further information can be obtained from:

National Department of Education Name of contact person: Hyunjeong Lee Telephone: (691) 320 3609

14. Please confirm by e-mail to the contact provided in paragraph 12 above, the receipt of this RFQ and whether or not you will submit the price quotation(s).

Sincerely,

Gardenia Aisek Secretary National Department of Education

FORM OF CONTRACT: RFQ FOR WORKS

Name of Country:	Federated States of Micronesia
Project Title:	FSM Skills and Employability Enhancement Project
Grant no.:	D-9870
Contract Name:	Performance Grant - KHS: Classroom Renovation
Contract Ref:	FM-NDOE-418649-CW-RFQ

This Contra	ct is made this _		_ day of	(insert month in	n words)		insert
year)	between	(insert	the	legal	name	of	the
Employer)_				on the one	part (herein	after called	"the
Employer")	and _(insert	the legal name	of the	bidder)	(hereina	after called	"the
Contractor") on the other part						

Whereas the Employer has called for quotations for (*name and identification number of the contract*) ("the Works") and the Contractor has submitted a quotation for the Works and the Employer has accepted the Contractor's Quotation dated (*Day/Month/ Year* _____) for the execution and completion of the Works and the remedying of any defects therein.

Now this Contract witnesses as follows:

- 1. The Contractor hereby covenants to execute the Works fully detailed in the drawings, technical specifications and Bill of Quantities (BOQ) included in the Contractor's Quotation (Annex 1) which constitute an integral part of this Contract in a professional and workmanship like manner in accordance with the following Conditions of Contract:
 - (a) Remedy all defects within 7 working days of notification by the Engineer in charge _____ (name), during the period of execution of the contract and thereafter for defects notified within the defect liability period.
 - (b) The Employer reserves the right to terminate the contract due to unsatisfactory performance 10 days after giving a written notice.
 - (c) All material and construction equipment on site, temporary works, and the Works shall be deemed to be the property of the Employer if the contract is terminated due to default by the Contractor.
 - (d) The Contractor will in all cases abide by the directions of the Engineer in charge.
 - (e) The Contractor shall submit to the Engineer in charge, a program within 7 days after signing the contract describing general methods and schedule to complete the Works.
 - (f) The Contract completion period shall be 90 calendar days after signing of the Contract.
 - (g) For BOQ based contracts: In case of changes to the quantities in BOQ, the unit rates under the contract will be used to calculate the payment. For variations, the unit rates in the BOQ shall be used for similar items under variation. New items of work performed, under variation as ordered by the Engineer in charge, will be paid at mutually agreed rate/s and, in case of any disagreement between the Contractor and the Engineer in charge, the latter will fix the unit rates that will be binding on the Contractor.
 - (h) The Law governing the contract shall be the applicable laws of the Federated States of Micronesia.
 - (i) The Contractor shall be responsible for the safety of all the activities on the Site.
 - (j) During execution of the Works the Engineer in charge will carry out inspection of the Works at site to verify that the Works are executed by the Contractor in accordance with

the specifications and required quality as per specifications. The Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with subparagraph (a) above.

- (k) Either party may terminate the Contract by giving a 14 days' notice to the other for unforeseen events such as wars and acts of God such as earthquake, floods, fires etc. In such case the payments will be made for the completed works to the date of termination of contract.
- (1) The Contractor is responsible for all taxes, duties, levies, customs duties, etc. in accordance with the laws of the Federated States of Micronesia which are already included in the unit rates or prices in the BOQ or AS, except VAT.
- (m) Any disputes between the Employer and the Contractor arising under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved, either party may refer the dispute to arbitration in accordance with the Federated States of Micronesia Law No: ______ or jurisdiction at the Courts (*insert the name of the city where the Employer prefers the location of the authorized courts*).
- 2. In consideration thereof the Employer covenants to pay the Contractor the Contract Price of ______ (in words and figures) in the following manner and instalments:

For BOQ based contracts:

(A) An advance payment of 15 percent of the Contract Price will be paid upon the submission of an Advance Payment Bank Guarantee in the same amount and currency. As an alternative to the Bank Guarantee the payment of 15 percent of the Contract Price will be paid upon the Contractor bringing to the work site the following items and the Engineer in charge certifying it: 1/ at least one half of all materials to be incorporated in the Works or all materials to be consumed within three months, whichever is less, and 2/ all equipment required for the construction works.

(B)Subsequent payments will be made based on monthly statements submitted by the Contractor, of the estimated value of the work executed less the cumulative amount certified previously. The value of work executed shall be based on the unit rates specified in the BOQ and the actual quantity completed for each item of BOQ, and shall include the valuation of Variations if any. The Engineer in charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. For each payment, 20% of the value of payment will be deducted for repayment of any advance payment until the total of advance payment is paid off, and 10% of the value will be retained as retention money until the total of retention money reaches 5% of the accepted contract price. Each interim payment will be due for payment within 21 days of submission of invoice and supporting documents for the completed quantities, and if the quantities are correct as verified by the Engineer in charge.

(C)One-half of the 5% retention money will be paid to the Contractor on certification by the Engineer in charge of substantial completion of the Works, and the balance half of the retention money will be paid at the end of the defects liability period. The Advance Payment Bank Guarantee shall be released when the advance payment is paid back in total.

(D) Final contract value will be based on the actual quantities completed.

(E)The defects liability period will be 6 months after taking over of completed works by the Employer.

3. Inspections and Audits

3.1 The Contractor shall carry out all instructions of the Engineer in charge which comply with the applicable laws where the Site is located.

3.2 The Contractor shall permit, and shall cause its Sub-Contractors to permit, the World Bank ("the Bank") and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation to carry out the Works and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

4. Termination.

The Employer may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Engineer in charge may have subsequently approved in writing;

(b) If the Contractor becomes insolvent or bankrupt;

(c) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

(d) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(e) If the contractor fails to comply Environment and Social requirements more than three times written warning granted by the employer or employer representative.

5. Fraud and Corruption

If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4(a).

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

DEPARTMENT OF EDUCATION:

	Date:
Gardenia Aisek Secretary National Department of Education	
CONSULTANT:	
	Date:
xxxxxxxx Contractor	
Reviewed as to Legal Sufficiency:	
	Date:
Leonito Bacalando Jr. Acting Secretary, Department of Justice	
Certification of Fund Availability: A1-23-60	-61-36973-23/8320 Amount: xxxxxx
	Date:
Rose N. Nakanaga	stration
Secretary, Department of Finance & Admini	stration

ANNEX 1: SPECIFICATIONS

(Technical specifications should be incorporated in this annex)

Project Title:	FSM Skills and Employability Enhancement Project
Contract Name:	Performance Grant - KHS: Classroom Renovation
Contract Ref:	FM-NDOE-418649-CW-RFQ

1. Brief background

In November 2023, Kosrae High School (KHS) joined the Performance Grant program supported by the FSM Skills and Employability Enhancement project, aimed at enhancing career and technical education (CTE) offerings. One of the main objectives of the KHS Year 1 Implementation Plan is to improve access to quality vocational education for secondary-level students by upgrading learning facilities.

The vocational complex at KHS comprises three buildings where technical trade classes in construction, agriculture, and mechanics are conducted. Originally built in the mid-1990s, one building served as the Technical Trades Training (T-3) Center while the other two were used as vocational education classrooms. The T-3 Center closed in 2002 and was repurposed for classroom use by KHS. Limited maintenance was done until 2010 when the new KHS Complex was built, and minor touch-up work was carried out in 2021. However, the current condition of the buildings is poor and unsafe for learning. Despite this, due to space and resource constraints, they continue to be used for vocational classes at KHS.

The long-term goal for the Kosrae Pilot SEE Project is to upgrade all three buildings to facilitate Agriculture, Construction, and Mechanic courses offered by KHS. In Year 1, the renovation priority is the T-3 building (large classroom only). Its current condition poses the highest risk to faculty and student safety, necessitating immediate renovation. The roofing, ceilings, walls, electrical wiring, waterlines, and flooring have degraded due to rust, humidity, termite damage, rain leakage, and surface ground flooding.

2. Description and location of the Works

The Works will take place at KHS, addressed at P.O. BOX 278 in Tofol, Kosrae, Federated States of Micronesia. Remedial works/small-scale renovation are expected to be completed in the following structures:

Item No.	Scope of Work	
1	Furnish labor, tools, and equipment necessary for the construction of facility	
2	Perform site clearing provide new drainage system to the building vicintity	
3	Remove and replace old roof sheets with new sheetings & gutters.	
4	Remove old roof trusses and replace with new roof trusses and connections	
5	Remove and replace old ceiling plywoods with new plywoods to both interior and exterior of the building	
6	Remove old doors and provide new doors with accessories including knobs, hinges ,etc.	
7	Remove and replace old w.w.m security screen windows with new 1"x1" w.w.m security screen	
8	Refurbish and repair the necessary electrical connections and lighting fixtures.	
9	Provide 12"x12"x 1/8" new vinyl floor tiling to interior of the building	
10	Apply paints on both interior/exteror walls and ceilings, door and window frames.	
11	Construct new sidewalk in front of building entrance as per plan	

12	Perform other related works that are necessary for the completion of the project.
13	Clean-up project area.

3. Standards and Specifications

	Dimension 52 x 36 (with attached Storage RM)		
Item No.	Description	Qty.	Unit
1	Roofing		
	32" Wx12'L 26 ga. corrugated gal. sht	88	shts
	32" Wx10'L 26 ga. corrugated gal. sht (storage)	24	shts
	4'x8' plain galvalume sht (storage)	2	shts
	4'x8' ridge cap: plain galvalume sht	4	shts
	8d-2 ¹ / ₂ " alum. roofing nail w/ neoprene	21	lbs
	1"x6"x16' facia board	12	pcs
	14"x10' flashing, versa	6	rolls
	Gutter (6x8x6)		
	4'x8' plain galvalume sht.	8	shts
	Rivet 3/16"D x 1/2" alum. 50pk	1	pk
	Gutter galv. anchor strap 1-1/4" x 35'	1	pk
	Total tech roof adhesive sealant (9.8fl.oz)	4	ea.
	External roof sidings		
	³ / ₈ "x 4'x8' plywood treated timber	6	pcs
	6d-2"C.W nail (11b-Approx 167/pack)	3	lbs
	External roof siding ventilation		
	1" x 1" x 16' treated lumber (WF fixed louvers)	2	pcs
	1" x 2" x 16' treated lumber	2	pcs
	6d-2"C.W nail (11b-Approx 167/pack)	1	lbs
	10d-3"Finish/trim Nails	1	lbs
	4'W w/1"x 1" w.w mesh security screen (589ft/rll)	5	ft
	Roof Trusses & Purlins_11Trusses with spacing of 5'-6" O.C		
	Top chord: 2" x 4" x 16' treated lumber	30	pcs
	Bottom chord: 2" x 4" x 16' treated lumber	29	pcs
	Top and Bottom chord : 2" x 4" x 16' treated lumber (storage)	22	pcs
	Splices: 2" x 4" x16'	6	pcs
	Splices: 2" x 4" x16' (storage)	2	pcs
	King post: 2" x 4" x 16'	4	pcs
	Vert./diagonal braces: 2" x 4" x 16'	33	pcs
	Vert./diagonal braces: 2" x 4" x 16' (storage)	9	pcs
	Gusset: ¹ / ₂ " x 4' x 8' plywood, ordinary	8	pcs
	2" x 3" x 16' treated lumber (classrooms)	55	pcs
	2" x 3" x 16' treated lumber (storage)	12	pcs
	16d - 3 ¹ / ₂ "CW nail 11b-approx 47/pack (Purlin)	11	lbs
	20d- 4"CW nail 11b approx 47count	50	lbs
	Ceiling		
	1/4"x 4'x8' plywood treated	47	pcs
	2" x 2" x 16' treated lumber (ceiling joist)	94	pcs
	4d-1 ¹ / ₂ " CW nail flat head (11b-453/pack)	10	lbs

	DAP indoor and outdoor stucco patch	2	gal
	Exterior ceiling (eaves length or sidewalk)		
	1/4"x 4'x8' plywood treated	10	pcs
	2" x 2" x 16' treated lumber (ceiling joist)	27	pcs
	4d-1 ¹ / ₂ " CW nail flat head (11b-453/pack)	2	lbs
2	Wall		
	Top plate 2"x 6"x16' treated lumber	19	pcs
	Top plate 2"x 6"x16' treated lumber (storage)	2	pcs
	12d-3 ¹ / ₄ "masonry nail flat head (11b-Approx 78/pack)	2	lbs
	12d-3 ¹ /4"C.W nail (11b-Approx 66/pack)	6	lbs
	Doors, Windows & Accessories		
	1- ³ / ₈ " thk , 3'x6' double solid core door panel on 2"x6" door jamb	3	sets
	1- ³ / ₈ " thk, 3'x7' hollow core door panel on 2"x6" door jamb	3	sets
	Door jambs: 2"x6"x16' treated lumber	10	pcs
	Door stopper: 1"x2"x16' treated lumber	10	pcs
	4"x4" heavy duty L.P. hinges, S/S	27	sets
	Door knobs w/ accessories	6	pcs
	Window jambs: 2"x6"x16' treated lumber	38	pcs
	Window batten: 1" x 2" x 16' treated lumber	42	pcs
	4'W w/ 1"x 1" w.w mesh security screen (589ft/rll)	124	ft
	10d-3"masonry nail flat head (11b-Approx 78/pack)	35	lbs
	DAP 25 lb Indoor and Outdoor Stucco Patch	1	bag
	Ext. Wall Troweling/ Plastering- ³ / ₈ "thk. (1:3 w/c)	1	Jug
	Portland Cement (40kg)	5	bags
	Sand (Fine Aggregate)	2	cy
3	Flooring		
U	Floor Tiling		
	¹ / ₈ " x 12"x12" vinyl tiles white/gray (45pcs/box)	47	box
	Vinyl adhesive tile GL Henry (350sf/gal)	6	gal
	Sidewalk		8
	Portland Cement (40kg)	52	bags
	Sand (Fine Aggregate)	4	cy
	Gravel	8	cy cy
4	Electrical Work	0	
	Panel Board	1	pcs
	Electrical Wire 12G,sld, white 500 ft/rll	1	rll
	Electrical Wire 14G,str, white 500 ft/rll	1	rll
	Breaker switch 15A _Outlets	6	pcs
	Breaker switch 19A_Outlets	4	pes pes
	Breaker switch 15A _lights	5	pes pes
	White outlet duplex	20	pcs pcs
	White 0 uplex White 1 gang plastic duplex wall plate	20	^
	4x4 Junction box w/cover		pcs
		10	pcs
	2x4 Junction box w/cover	28	pcs
	Light fixtures	10	
	One gang switch	10	pcs
	One gang toggle switch plate	10	pcs

	LED light bulb A19 E26 DL 75W	18	pcs
	Incandescent light fixture w/ lamp holder	18	pcs
	Circular electric fan	1	ea
	³ / ₄ " PVC conduit	4	pc
5	Painting		
	Interior		
	Arcylic latex primer	7	pail
	Latex-acrylic paint	9	pail
	Semi-gloss enamel paint	4	gal
	Exterior		
	Arcylic latex primer	2	pail
	Latex-acrylic paint	2	pail
	Semi-gloss enamel paint	2	gal
	Ace 6 in 1-Trayset	4	sets
	Ace telesc. 6-12 ft. L x 1" dia alum. ext pole	4	pack
	Ace Dropcloth 1 pk 9x12 ft	5	pack
	Original painters tape	8	ea
	Ace 11"L x9"W 60 grit aluminum oxide sandpaper 4 pk	8	pkg
	Putty knife Scrapper tool 3"	5	ea
6	Site Preparation		
	Loader	6	hr
	Dump truck	6	hr
	Excavator	6	hr
	Tracktor trailer	2	hr
	1 bag mixer (for concrete and plaster)	24	hr

4. Environment and social requirements

The bidder will adhere Environment and Social requirements of the project and comply it in renovation works. The project has screened and assessed likely environment and social impacts for this work and suggested below mitigation measures. The contractor will apply following mitigation actions while performing the works.

- Ensure all FSM National and State Government Health and Safety regulations are implemented,
- Provide Personal Protective Equipment (PPE) to all workers,
- Ensure workers have access to safe drinking water, shelter and toilet facilities (male and female),
- Ensure all waste material is handled, stored and disposed in permitted waste management facility.
- Ensure all work sites are well secured and only permitted workers allow to enter,
- Ensure all hazardous material and wastes are secured in a covered lockable location.
- Ensure all material stored and laydown areas are secured and covered/bunded to prevent dispersion due to high rainfall and wind (dust)
- All workers provided full disclosure and undertake virtual or on-site training of project Operational, Health and Safety, GRM and general environmental requirements/permits.
- Weekly environmental construction monitoring report to be completed by works foreman or designated person and submitted to DCT&I and SEE Project Manager.

- Ensure the workers will have an opportunity to raise their complaint related to works and same addressed by the contractor.
- Ensure that sensitization session on Sexual Exploitation, Abuse and Harassment (SEA/SH) and Gender Based Violence (GBV) to the workers
- Sign in code of conduct by all workers engaged
- Perform renovation works during times that ensures minimal disturbance to school activities.
- Summary of the progress reflect in periodic monitoring

ANNEX 2A: BILL OF QUANTITIES

[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]

Project Title:	FSM Skills and Employability Enhancement Project
Contract Name:	Performance Grant - KHS: Classroom Renovation
Contract Ref:	FM-NDOE-418649-CW-RFQ

Details are provided in the spreadsheet named "T3 Bldg for 2024 Full Scope_Final": https://docs.google.com/spreadsheets/d/1jAgx9QAMMcUDRi_qlSy2NL8l3DIbtNb9/edit?usp=share_link&ouid=100569465278107493435&rtpof=true&sd=true.

Name of Bidder: _____

ANNEX 3: DRAWINGS

Project Title: Contract Name: Contract Ref: FSM Skills and Employability Enhancement Project Performance Grant - KHS: Classroom Renovation FM-NDOE-418649-CW-RFQ

Photos of the classroom are available in the file titled "T-3 site photos." <u>https://drive.google.com/file/d/1zrxL7s6U3hEJJ_VP-</u> n0vdmtY1UfSEGxm/view?usp=share_link

ANNEX 4: FORM OF QUOTATION (RFQ- WORKS)

[To be completed, signed and submitted on Letterhead of Bidder]

Project Title:FSM Skills and Employability Enhancement ProjectContract Name:Performance Grant - KHS: Classroom RenovationContract Ref:FM-NDOE-418649-CW-RFQ

____(Date)

To:_____(Employer's Name)

(Employer's Address)

We offer to execute the _______(name and number of Contract) in accordance with the Form of Contract and Specifications accompanying your Request for Quotation (RFQ) for the Contract Price of _______(amount in words and numbers) (_______) (United States Dollar) ______,excluding VAT. We propose to complete the Works described in the Contract within a period of 90 calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the RFQ.

Name of Bidder: _	 	
Address:	 	

Phone Number

Email address:

ANNEX 5: CODE OF CONDUCT

We are the Contractor/Employer, We have signed a contract with the NDOE for school classroom renovation works. These Works will be carried out at PICS. Our contract/employment conditions require us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation and abuse and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor/Employer's Personnel" and are subject to this Code of Conduct. This Code of Conduct identifies the behavior that we require from all Contractor/Employer's Personnel. Our workplace is an environment where unsafe, offensive, abusive, unethical, or violent behavior will not be tolerated and where all persons should feel comfortable raising grievances or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor/Employer's Personnel shall:

- 1. carry out his/her duties competently and diligently;
- 2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
- 3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
- 4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and danger to his/her life or health;
- 5. treat other people with respect, and not discriminate against gender/age/race/color and specific groups such as women, people with disabilities, migrant workers or marginalized groups;
- 6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
- 7. not engage any unethical behavior or sexual advances that make uncomfortable to those in the surrounding vicinity/community during the civil works /construction period;
- 8. 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. In Bank financed projects/operations, sexual exploitation occurs when access to or benefit from Bank Financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
- 9. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- 10. not engage in any form of physical or verbal sexual interaction with individuals under the age of 18
- 11. complete relevant orientation/ training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
- 12. report violations of this Code of Conduct; and
- 13. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project 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 using the Project Grievance Redress Mechanism process.

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.

Report any behavioral/sexual misconduct that warrant due attention by the project management through Environmental and Social Incident Reporting Tool (ESIRT) immediately.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR/EMPLOYER'S PERSONNEL:

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

Name of Contractor/Employer's Personnel: Signature: Date:

Countersignature of authorized representative of the Contractor/Employer: Signature: Date:

ATTACHMENT TO FORM OF QUOTATION

DETAILS OF BIDDER'S QUALIFICATIONS TO PERFORM THE CONTRACT

(refer paragraph 4 of the RFQ)

[To be completed, signed and submitted by the Bidder as an attachment to the signed Form of Quotation]

NOTE: The Bidder provides at least one contract of a similar scope.

1. Experience as a works contractor (over the last three years):

Contract No. 1

Contract title:

Description of the Works (include the description, nature and complexity similar to the works of this RFQ):

Contract period:

Final Contract Value:

Any other details:

Contract No. 2

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

Contract No. 3

Contract title:

Description of the Works:

Contract period:

Final Contract Value:

Any other details:

2. Availability of Financial Resources:

The winning bidder should have adequate sources of finance to meet the cash flow requirements for at least 30% of the value of the works, in addition to requirements for works currently in progress.

Source of financing	Currency and Amount
1.	
2.	
2.	
3.	
4.	

Authorized Signature:	
Name and Title of Signatory	

Name of Bidder:	_
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ANNEX 6 Environment and Social Code of Practice (ESCoP)

Small scale classroom renovation works

1) Project background

The government of the Federated States of Micronesia has obtained grant financing from the World Bank (WB) to improve the quality of education and provide equitable access to secondary vocational education and skills training and to improve access to and the effectiveness of employment support programs.

2) Introduction

This Environmental and Social Code of Practice (ESCoP) is developed to support the execution of school renovation works under the performance grant scheme of the Skills and Employability Enhancement (SEE) Project. This document indicates likely environment and social issue associated with proposed renovation works and list potential impact mitigating measures. The E&S impacts associated with the renovation of school buildings within three states of the FSM (Kosrae, Pohnpei and Chuuk) are minor, limited to the project sites, temporary and full manageable using standard best practice construction techniques and adherence to this ESCoP. This ESCoP will be included in bidding and contract documents and will be closely monitored during renovation works.

This is a living document and could be changed and modified in line with changing scope of school renovation works' proposed activities.

3) Performance Grant

The performance grant is implemented under Component 1: Improving equitable access to vocational education and training under the provision of grants to TVET institutions. This program entails granting selected high schools that offer vocational education and training programs on a yearly basis. Through this approach, prevalent issues of access, equity, and quality in skills development and acquisition can be more effectively addressed. Before implementing the grant, each school must develop an implementation plan, setting targets against a predefined set of indicators aligned with the project's overarching goal. The implementation plan must be reviewed and endorsed by the respective State Department of Education and approved by the National Department of Education

4) Objective of ESCoP

The objective of this ESCoP is to manage anticipated environmental and social impacts during the construction of the classroom renovation works funded by the SEE project. This document forms part of the RFQ.

5) Responsibilities

The National Department of Education (NDOE), Project Implementation Unit (PIU) in collaboration with Central Implementation Unit (CIU) E&S team will be responsible to guide, manage and monitor contractor performance associated with compliance to the environment and social impacts resulting from the scope of works. The Contractor will ensure the compliance with mitigation actions provided in this ESCoP and report in periodic progress monitoring.

Issues /Risks	Potential impacts	Mitigation measure
Environment		
Waste Management	Solid and Hazardous construction wastes not managed properly on site and improperly disposed.	 The Contractor shall ensure; Construction waste are categorically stored in properly labelled disposal bins, Hazardous wastes are contained in safe containers and stored in lockable locations, All general waste are covered to prevent being dispersed by wind, and bunded to prevent water dispersion. Ensure that all waste are properly disposed of at government permitted waste receiving facilities, Provide proper cover for all waste during transporting.
General Site safety and security for workers and general public	Potential accidents related to works including health and safety risks	 The Contractor shall ensure; All site/s are properly secured (fenced) allowing only authorized persons to enter, Provide all workers with proper Personal Protective Equipment (PPE) including visitors to site; All FSM and state health and safety regulations are implemented; Drinking water, toilets and sanitary facilities are provided for all workers including separate toilets for male and female workers; All workers are inducted by undertaking virtual or physical training of project OHS and general environmental requirements/permits before allowed to commence work. Provide adequate fencing/barricades at all work site boundaries, including lay down and storage areas; Erect proper project notice boards clearly indicating safety requirements, code of conduct and project contacts for project related grievances
Noise	Disturbance to other classroom operations and within school grounds.	 The Contractor shall Seek to undertake loud work outside classroom/school operation hours, Contractor shall coordinate with school administrators and contract personnel to ensure minimal noise disturbance mitigating measures are implemented
Dust	Disturbance to other classroom operations and within school grounds	 The Contractor shall ensure; All work creating dust are watered down, All storage piles (e.g. gravel, sand) are covered to prevent dispersion, including all transport vehicles. Contractor shall coordinate with school administrators and contract personnel to ensure minimal dust disturbance mitigating measures are implemented
Social		
Class operation	Potential disturbance in operation of regular	The contractor willPerform renovation works during the times that

Table 1 Environment and Social issues and proposed mitigation measures

	classes	ensure minimal disturbance to school activities and preferred in weekend works.
SEA/SH and GBV	Potential risks on SEA/SH and GBV of workers	 The contractor will Ensure sufficient measures to avoid any SEA/SH issues and protection of all workers. Ensures that sensitization session on Sexual Exploitation, Abuse and Harassment (SEA/SH) and Gender Based Violence (GBV) to the workers is carried out and adhere the projects policy on zero tolerance SEA/SH and GBV.
Grievance management	Potential grievance induced by renovation works	 The contractor will Workers will have access to register the complaint through existing DoFA's grievance handling platform Workers will be informed grievance handling procedure and timeline.
Communication with school authorities	Information sharing and reporting	 Contractor will Prepare renovation plan (time, schedule, safety, incident reporting grievance management training etc and discuss it with school management and finally inform it before commencement of renovation works.
Workforce	Engagement of under aged workforce	 The contractor will Not hire children below 18 years of age and pregnant women or women who delivered a child within 8 preceding weeks.

Implementation:

Contactor will demonstrate compliance to the project's above ESCoP identified potential impacts and will be externally monitored for compliance during the execution of the renovation works.

Reporting

Progress in implementing code of practice will be covered in contractors bi-weekly monitoring report.

ANNEX 7. SOCIAL COMPLIANCE MONITORING/REPORTING CHECKLIST

Checklist for Compliance monitoring/reporting

:

This checklist is designed for general use of monitoring of the Social Management compliance for the contractor's performance in the school renovation works.

Name of the school

Contract commence date:

Inspected date:

State:

Work completion date:

Inspected by:

Summary of observation:

Inspection Items		Implemented?			Remarks	
		Yes	No*	N/A	(i.e. specify location, good practices, problem observed, possible cause of nonconformity and/or proposed corrective/preventative actions)	
1.	Social					
1.1.	Did the training on SEA/SH and GVB organized?					
1.2.	Did all the workers sign Code of Conduct?					
1.3.	Is there a mechanism for complaint hearing is in place?					
1.4.	Is the renovation works done in school weekends or off school operation hours?					
1.5.	Is first aid box available in work site					
1.6.	Others (please specify)					

ANNEX 8. CONSTRUCTION PHASE MONITORING WEEKLY REPORT

FSM Skills and Employability Enhancement (SEE) Project

CONSTRUCTION PHASE MONITORING REPORT – VISUAL INSPECTION Weekly

Kosrae High School, Vocational Complex, – Kosrae STATE SITE LOCATION: Kosrae State High School					
DATE:		SAFEG	SAFEGUARD MONITOR/s NAME:		
TIME:					
ENVIRONMENTAL PLACE & KEY ACTIVITY TO)	RESPONSE: Brief summary of site inspection. If any issues please		
IMPACT:	MONITOR		explain including time frame when issue is to be fixed.		
1. Solid & Hazardous	Waste within site?				
Construction Waste.	Waste covered?				
	Waste not dispersed by wind – wa	ter?			
	Hazardous waste contained and safe?				
2. Workers Health & Safety	PPE supplied & used?				
	Adequate facilities (water, toilets)?				
3. Public Safety.	Presence of Adequate barriers – fe	ences on			
	working site?				
	Signs used for safety, codes of conduct?				
	Complaints register (GRM). Any verbal				
	or registered complaints? If any provide				
	details.				

Add Photos to visually show the above.