

# **Request for Quotations Works**



FEDERATED STATES OF MICRONESIA  
DEPARTMENT OF EDUCATION  
National Government  
P.O. Box PS 87  
PALIKIR, POHNPEI FM 96941  
Telephone : ( 691) 320-2609/2647/2303 Website: <http://www.national.doe.fm>

## INVITATION TO QUOTE (Advertisement) WORKS

### INVITATION TO QUOTE

Date: 05/30/2025

<b>Project Title</b>	FSM Skills and Employability Enhancement (SEE) Project
<b>Grant</b>	D-9870
<b>Contract Name</b>	Performance Grant FY 25: Renovations of KHS Mechanic Shop
<b>Contract Ref</b>	FM-NDOE-494439-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 **rehabilitation of the Mechanic Shop at the Kosrae High School**.
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.
4. Quotations must be submitted to the address below on or before **June 27<sup>th</sup> 2025 at 3pm (local time)**. Late quotations may be rejected.
5. The address referred to above is:

Acting 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  
<https://www.national.doe.fm>  
Tel: (691) 320 2609

E-mail: [hyunjeong.lee@national.doe.fm](mailto:hyunjeong.lee@national.doe.fm) with a copy to [angelyne.aten@national.doe.fm](mailto:angelyne.aten@national.doe.fm)  
[steve.mendiola@national.doe.fm](mailto:steve.mendiola@national.doe.fm)



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## REQUEST FOR QUOTATION (RFQ) WORKS

Date of Issue of RFQ: 05/30/2025

**Project Title: FSM Skills and Employability Enhancement Project**  
**Grant no.): D-9870**  
**Contract Name: Performance Grant – KHS FY25: Rehabilitation of Mechanic Shop**  
**Contract Ref: FM-NDOE-494439-CW-RFQ**

To: **Bidder**

1. **The National Department of Education** hereby invites you to submit a quotation for the following works: Remedial works/renovation for **the rehabilitation of Mechanic Shop at the Kosrae High School.**
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 a pre-bid meeting are mandatory** before the submission of the quotation.
4. You may submit the signed Form of Quotation electronically at the following address:

**Attn:** Hyunjeong Lee, Project Manager  
Project Implementation Unit – SEE Project  
National Department of Education  
Tel: (691) 320 2609  
Email: [hyunjeong.lee@national.doe.fm](mailto:hyunjeong.lee@national.doe.fm) with a copy to [angelyne.aten@national.doe.fm](mailto:angelyne.aten@national.doe.fm) ,  
[steve.mendiola@national.doe.fm](mailto:steve.mendiola@national.doe.fm)

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 is requested to submit only one quotation. If two quotations are submitted, the latter will be evaluated.
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 **June 27<sup>th</sup>, 2025, at 3pm (local time)** to and further information can be obtained from:

**Attn:** Hyunjeong Lee, Project Manager  
Project Implementation Unit – SEE Project  
National Department of Education  
Tel: (691) 320 3609  
Email: [hyunjeong.lee@national.doe.fm](mailto:hyunjeong.lee@national.doe.fm) with a copy to [angelyne.aten@national.doe.fm](mailto:angelyne.aten@national.doe.fm) ,  
[steve.mendiola@national.doe.fm](mailto:steve.mendiola@national.doe.fm)

13. 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,



Miyai Keller  
Acting 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 FY25: Rehabilitation of Mechanic Shop

**Contract Reference Number:** FM-NDOE-494439-CW-RFQ

This Contract is made this \_\_\_\_\_ day of (insert month in words) \_\_\_\_\_ (insert year) \_\_\_\_\_ between \_\_\_\_\_ (insert the legal name of the Employer) \_\_\_\_\_ on the one part (hereinafter called “the Employer”) and \_\_\_\_\_ (insert the legal name of the bidder) \_\_\_\_\_ (hereinafter 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 [*Employer to insert period*] (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.

- (l) 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) The Contractor shall register with the Customs and Tax Administration (CTA) to pay the Gross Revenue Tax (GRT) within 10 working days of the start date of this contract, and undertaken to file FRT returns, as well as pay their GRT due, by each due date.6
- (n) 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.
- 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.

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 12 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).

### **6. Non-Disclosure Provisions**

It is understood that the Consultant is under obligation to respect and observe the Executive Privilege of non-disclosure of information or communication that he/she may have with the President. Only the President may waive the privilege.

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

**DEPARTMENT OF EDUCATION:**

\_\_\_\_\_  
**Secretary**  
**National Department of Education**

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
**Contractor**

Date: \_\_\_\_\_

**Reviewed as to Legal Sufficiency:**

\_\_\_\_\_  
**Secretary**  
**Department of Justice**

Date: \_\_\_\_\_

**Certification of Fund Availability: A1-23-60-61-36970-23/8620 Amount: xxxxxxxx**

\_\_\_\_\_  
**Secretary**  
**Department of Finance & Administration**

Date: \_\_\_\_\_

**Presidential Approval**

\_\_\_\_\_  
**His Excellency Wesley W. Simina**  
**President, Federated States of Micronesia**

Date: \_\_\_\_\_



## ANNEX 1: SPECIFICATIONS

**Project Title: FSM Skills and Employability Enhancement Project**

**Contract Name: Performance Grant – KHS FY25: Rehabilitation of Mechanic Shop**

**Contract Reference Number: FM-NDOE-494439-CW-RFQ**

### 1. SCOPE OF WORK

1	The Contractor shall furnish all materials, labor, tools and equipment necessary for the construction of the project.
2	Remove worn-out parts of the steel purlins at building overhang/eaves and replace with new frames similar to existing.
3	Remove existing interior walls.
4	Remove existing floor tiles (approx. 256sq.ft).
5	Scrape paint, wash & clean interior and exterior of classroom wall.
6	Remove all existing doors, jambs, hardwares, wooden frame sections above door sections, etc. & resmooth surfaces.
7	Remove all existing windows security grills/screen, worn out jambs, etc. & resmooth surfaces.
8	Remove all non-functional and unused equipment, scrap metals and old vehicles inside of building.
9	Remove all old panel boxes and worn-out electrical utilities, non-functional lights and electrical appliances.
10	Remove existing concrete handwash sinks, toilet hardware and plumbing fixtures.
11	Provide proper protection and storage area to all construction materials.
12	Dispose all rubbish to designate location or as assigned by engineer in charge.
13	Install new metal roof gutter and new downspout.
14	Install new wooden frame partition wall separating a lecture room and a practical room.
15	Install new floor tiles for lecture room.
16	Provide new painting to interior and exterior of building.
17	Install new automatic swing/sliding gate door to building vehicle entry/exit section.
18	Install new doors to all other entrance.
19	Install new window security screen and wooden frames.
20	Install new electric panel box, lighting fixtures and electrical utilities.
21	Install new handwash sink at practical room.
22	Clean-up project area.

## Standards and Specifications for Materials

**Note:** Bidders should note that the estimated quantities of materials for the works are being provided for guidance only. It is the responsibility of bidders to confirm the actual quantities needed.

### Mechanic Shop

Div • No.	Description	Qty	Unit	Amount to be quoted (US\$)
<b>01</b>	<b>ROOFING</b>			
	1 7"X3½" 16 GA PURLIN C-TYPE-STEEL FRAME	160	LF	
	2 7"X3½" 16 GA PURLIN Z-TYPE-STEEL FRAME	40	LF	
	3 FLAT TIN 4'X8'X26 GAUGE FOR ROOF RIDGE	3	EA	
	4 FLAT TIN 4'X8'X26 GAUGE FOR GUTTER	12	EA	
	5 RIVET ALUM 3/16X1/2 ACE 50/PK	2	EA	
	6 GALV STRAP 1-1/4" X 35'	1	EA	
	7 PIPE PVC SCH40 3"X20'	6	EA	
	8 3" PVC 45 DEG ELBOW SCH 40	18	EA	
	9 PRIMER PVC PURPLE 32OZ	2	EA	
<b>Subtotal (Roofing)</b>				
<b>02</b>	<b>WALL</b>			
	1 2X6X16 TREATED LUMBER	3	EA	
	FOR TOP PLATE			
	2 2X4X16 TREATED LUMBER	3	EA	
	FOR TOP PLATE			
	3 2X4X16 TREATED LUMBER	3	EA	

		FOR BRACE OR NOGGINS			
	4	2X4X16 TREATED LUMBER	10	EA	
		FOR STUDS			
	5	¼"X 4'X8' S/FLEX FIBER CEMENT BOARD	17	EA	
		FOR PARTITION WALL			
	6	NO. 8X1-¼" SENCO DURASPIN CMNT BRD COLLATED SCREW (1000 CT)	1	EA	
	7	NAIL 12DX3.25" HDG 50# 6/LB- \$2.69 PER LB	2	LB	
		FOR FASTENING WALL STUDS			
	8	TAPCON 1/4"DX2-3/4"L STL HEX HEAD CON. SCREW	2	EA	
	9	GALV HX LAGS \$1.41 PER PC	25	EA	
	10	ANCHR LAG SHIELD 3" LBX8 \$2.13 PER PC	25	EA	
		FOR ANCHORING PLT TO CON FLR			
	11	PATCH STUCCO 25# BAG	2	EA	
	12	SILICONE CAULKING 1 W&D CLR 10.2OZ	4	EA	
	13	PORTLAND CEMENT (40KG) C-150 TYPE I	4	EA	
	14	COARSE AGRREGAGATE	0.5	CY	
	15	SAND (FINE AGRREGATE)	0.25	CY	
<b>Subtotal (Wall)</b>					
<b>03</b>	<b>FLOOR</b>				
	1	FLR TILE 12"X12" WHITE/GRAY	110	EA	
	2	GLUE FLOOR TILE GL HENRY(350SF/GAL)	8	GA L.	
<b>Subtotal (Floor)</b>					
<b>04</b>	<b>DOORS &amp; WINDOWS</b>				
	1	LOAD CTR MAIN LUG 120/240V	1	EA	

	2	BRKR EATON 1P 15A	2	EA	
	3	BRKR EATON 1P 20A	3	EA	
	4	BRKR EATON 1P 30A	3	EA	
	5	BRKR EATON 1P 60A	2	EA	
	6	DUPLEX OUTLET 15A 125V	12	EA	
	7	RECEPTACLE WALLPLATE	12	EA	
	8	T8 LIGHT FIXTURE FLOURESCENT, 48"	21	EA	
	9	SWITCH GRND SP 15A	2	EA	
	10	TOGGLE SWITCH WALPLT 1G	7	EA	
	11	WESTINGHOUSE MATTE CLR PORCH LIGHT	5	EA	
	12	LAMPHOLDER KEYLES POR	5	EA	
	13	BOX SQUARE 1-1/2"D 1/2"KO	20	EA	
	14	COVER SQUARE BLANK 1/2"KO	10	EA	
	15	ELEC TAPE 3/4"X60' BLK	3	EA	
	16	250 FT. 12/2 SOLID ROMEX	250	LF	
<b>Subtotal (Doors &amp; Windows)</b>					
<b>05</b>	<b>PAINTINGS</b>				
	1	CONT PRO I/E PRMR UWB 5G	6	EA	
	2	RYL EXT SG NB 5G	5	EA	
	3	CONT PRO INT SG WHT 5G	6	EA	
	4	PAINTERS TOOL 6-IN-1	3	EA	
	5	ACE EXT POLE T/L 6-12 ft. L x 1" D	4	EA	
	6	DROPCLOTH 9x12 ft .5MIL	2	EA	
	7	1.88"W x 60YD L ORIG PNTR TPE	3	EA	

	8	SAND SHT 11"L x 9"W 6DGRT 4PK	4	EA	
Subtotal (Paintings)					
06	FIRE SAFETY & PROTECTION				
Subtotal (Fire Safety & Protection)					
TOTAL COST OF MATERIALS					
	Direct Cost				
	A	Materials			
	B	Labor/Equipment			
	C	Environmental and Social Mitigation Cost			
	Total Direct Cost				
	Indirect Cost				
	A	Contingency			
	B	Contractor Profit			
	C	SS & Unemployment			
	D	Gross Revenue Tax (3%)			
	Total Indirect Cost				
TOTAL PROJECT COST					

**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 FY25: Rehabilitation of Mechanic Shop**

**Contract Reference Number: FM-NDOE-494439-CW-RFQ**

**Note 1:** Bidders should note that the estimated quantities of materials for the works are being provided for guidance only. It is the responsibility of bidders to confirm the actual quantities needed.

**Note 2:** Blank BoQ of the classroom is provided in the spreadsheet named “KHS Mechanic shop\_Blank BOQ and SOW-2”: [https://drive.google.com/drive/u/0/folders/1IaewTOG1AG-gJknhxX0rcR42I1NVBl\\_i](https://drive.google.com/drive/u/0/folders/1IaewTOG1AG-gJknhxX0rcR42I1NVBl_i)

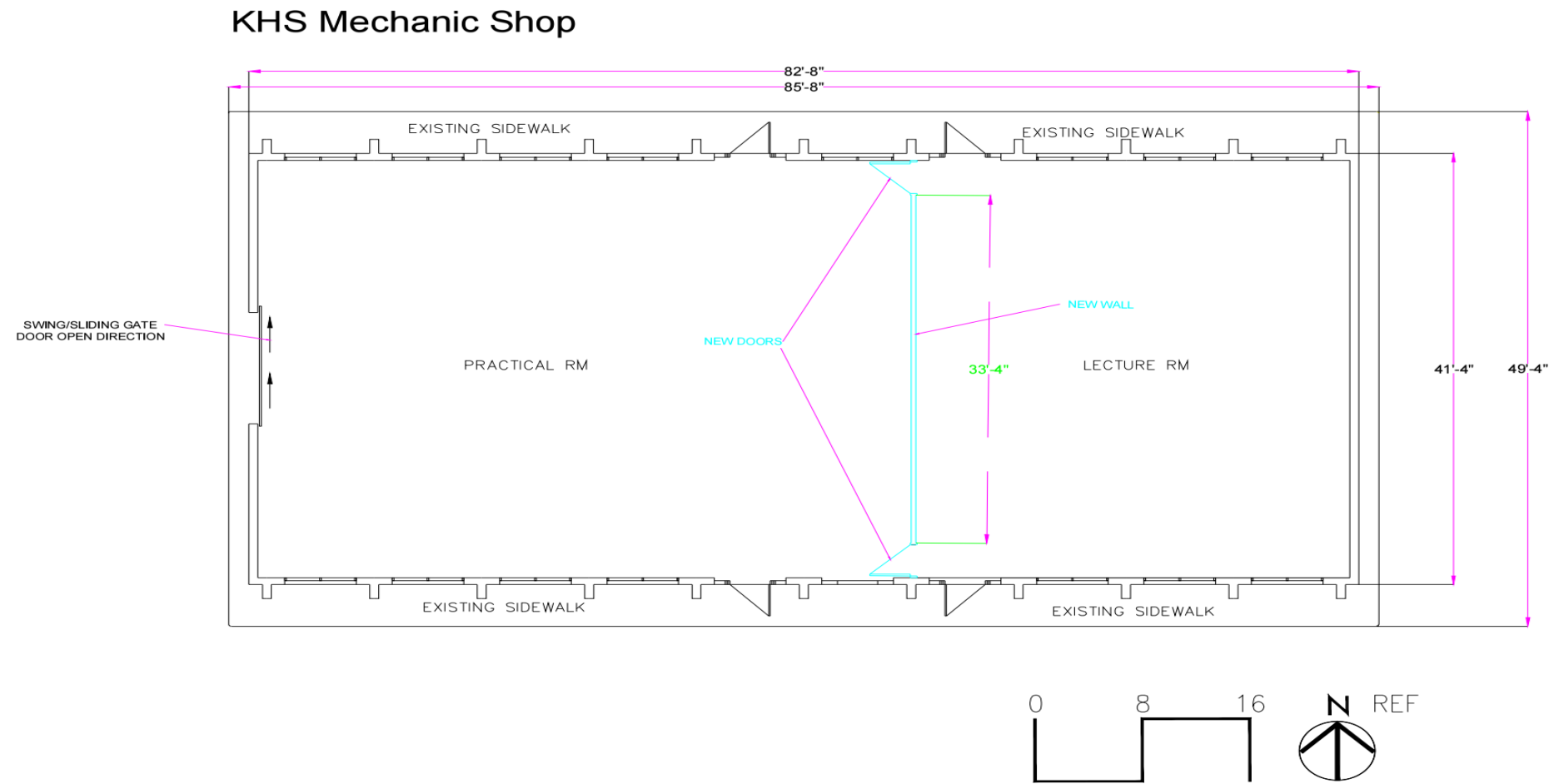
Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

ANNEX 3: DRAWINGS

Project Title: FSM Skills and Employability Enhancement Project  
Contract Name: Performance Grant – KHS FY25: Rehabilitation of Mechanic Shop  
Contract Reference Number: FM-NDOE-494439-CW-RFQ  
(Drawing can be also obtained [here](#))



## ANNEX 4: FORM OF QUOTATION (RFQ- WORKS)

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

**Project Title: FSM Skills and Employability Enhancement Project**

**Contract Name: Performance Grant – KHS FY25: Rehabilitation of Mechanic Shop**

**Contract Reference Number: FM-NDOE-494439-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) ( \_\_\_\_\_ ) (name of currency) \_\_\_\_\_, excluding VAT. We propose to complete the Works described in the Contract within a period of **One Hundred Twenty (120)** 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.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Email address:



**Attachment to form of quotation**

**Details of bidder's qualifications to perform the contract**

**(refer paragraph 5 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.	
3.	
4.	

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## **ANNEX 6 Environment and Social Code of Practice (ESCoP)**

### **Environmental and Social Code of Practice**

**for**

### **Kosrae High School: Renovation and Repair Works**

**(part of the Skills and Employability Enhancement Project, P176965)**



***National Department of Education***

***April 2025***

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## **Introduction**

### **BACKGROUND**

The National Department of Education (NDoE) are engaging a contractor to undertake renovation and repair works (the Works) at Kosrae High School (the School) in Kosrae State. The Works are part of the Skills and Employability Enhancement (SEE) Project, being implemented by NDoE and financed by the World Bank. The objective of the Works is to improve the training facilities at the school and thereby provide students with better quality education.

### **PURPOSE OF THE ENVIRONMENTAL AND SOCIAL CODE OF PRACTICE**

The purpose of this Environmental and Social Code of Practice (ESCoP) is to provide direction to the NDoE (including School management) and the contractor implementing the Works (the Contractor) on the environmental and social (E&S) risks and impacts associated with the Works and expectations for managing and mitigating these. A Contractor ESCoP (based on this overall ESCoP) is included as Annex 1 and is a practical tool for the Contractor to use to manage the E&S risks related to their specific scope of work.

The Works were subject to an E&S screening assessment undertaken by the Central Implementation Unit (CIU) safeguard specialists, which categorised the works as low risk from an environmental and social perspective. Therefore, an ESCoP was recommended as the appropriate instrument to manage the E&S risks associated with the Works.

This ESCoP has been developed in alignment with the World Bank Environmental and Social Standards (ESS), good international industry practice, and complies with the requirements of the Federated States of Micronesia.

### **Description of the Works and Setting**

The focus of the Works is the renovation of an existing automotive training workshop building. This includes:

- Removing non-functional and unused equipment, scrap metals and old vehicles.
- Replacing metal roof gutter and downpipes.
- Replacing interior walls.
- Replacing tiled floors
- Repainting building (external and internal)
- Replacing doors, jambs, hardware, wooden frame sections above door sections, etc.
- Replacing windows security grills/screen, worn out jambs, etc.
- Replacing handwash sinks, toilet hardware and plumbing fixtures.
- Install new automatic swing/sliding gate door to building vehicle entry/exit section.
- Replacing electric panel box, lighting fixtures and electrical utilities.
- Providing protection and storage area for construction materials.
- Disposing of construction-related waste.

Note: The works do not involve the removal or usage of asbestos carrying materials.

The automotive training workshop (i.e., the worksite) is located within the grounds of Kosrae State High School on land owned by the Kosrae State Government, as confirmed by the E&S screening assessment. The school grounds are a highly modified ecosystem, having been previously cleared to build school infrastructure (e.g., buildings, roads, walkways, etc.) and provide grassed areas. There are no watercourses near the worksite.

A photo showing the layout of the school, including the automotive training workshop (labelled Mech Shop) is provided as Figure 1.

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*Figure 1: Layout of the school*

**Environmental and Social Code of Practice**

The Project ESCoP is presented in Table 1 below. It includes E&S risks and impacts that have been identified, and associated measures that will be implemented to avoid, mitigate or manage them. This is for the overall Project and includes items that are the responsibility of the NDoE, State Project Management Office (PMO) and/or FSM Department of Transportation, Communications & Infrastructure (DTC&I), the School and the Contractor. The items that the Contractor needs to implement have also been duplicated in the Contractor ESCoP (Annex 1).

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*Table 1: Potential E&S Risks/Impacts and Mitigation Measures*

Potential E&S Impacts / Risks	No.	Mitigation Measures	Responsibilities	Monitoring	Remarks
<b>Design</b>					
<b>Operational risks.</b> There is a risk of the facility not incorporating design measures to manage potential operational OHS and environment risks.	1	Ensure design of proposed facilities are fit-for-purpose and take into consideration operational risks such as OHS, potential for minor spills/leaks, etc. Where practicable (taking into account that the scope of work is a renovation only), the design should include measures to prevent hydrocarbon spills reaching the ground, banded hydrocarbon storage area, wash station, etc.	NDoE / State PMO and/or FSM DTC&I	Design	
<b>Prior to start of Works</b>					
<b>Disruption to student learning.</b> The works will cause some disruption to the normal operation of the school through noise, which may affect nearby classrooms  Note: the automotive training workshop is not currently in-use.	2	Liaise with the school regarding timing of the works to minimize disruption to students and reduce public safety risks. Where practicable, works (particularly noisy activities and those with heightened public safety risks) should be undertaken during the school holidays, weekends and/or outside of school hours.	Contractor & School management	Meeting minutes / emails	
<b>Community consultation and grievance management.</b>	3	Contractor to establish a simple process for management of community grievances. This will include roles and responsibilities, lodgment mechanism, register, resolution process and community feedback process. The grievance	Contractor	Contractor GRM established  Grievance records	

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<p>Poor communication and/or unresolved grievances can lead to community concerns and project delays.</p>		<p>mechanism will be able to receive grievances in relation to in relation to sexual exploitation and abuse and sexual harassment (SEA/SH). The contractor will also appoint a woman at the project site who can receive complaints of SEA/SH. The grievance process is outlined at Section 3.</p>		<p>SEA/SH GRM established</p> <p>GRM SEA/SH Focal Point nominated</p>	
	4	<p>In conjunction with the school, prepare and deliver a safety briefing to students and school staff about the work program. This will include:</p> <ul style="list-style-type: none"> <li>• summary of the project objective and benefits</li> <li>• information about the scope of works and timing</li> <li>• public safety risks associated with the works, and access restrictions</li> <li>• details of the GRM and how to lodge a grievance.</li> </ul> <p>This information will also be provided to the parents/guardians of the students through an appropriate written communication channel such as newsletter, print notice, email or flyer.</p> <p>Awareness raising on SEA/SH to the school and community affected by the project. This will include awareness raising on SEA/SH components of the code of conduct and how to report SEA/SH and violations of the code of conduct. This awareness raising will be facilitated by the CIU. Further detail is provided at Annex 2.</p>	<p>Contractor &amp; School management</p> <p>School management</p> <p>CIU</p>	<p>Safety briefing</p> <p>Consultation record</p>	
	5	Erect signs at the work site with construction information and Contractor's focal person's contact details including contact phone numbers.	Contractor	Site inspection	
<p><b>Public safety.</b> Public safety risks are</p>	6	Demarcate work site and laydown area/s using barriers to prevent access by students and other members of the public.	Contractor	Site inspection	



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heightened for this project, as the work will be carried out at an operating school. Risks include truck and machinery movements, items falling from height, presence of the workforce, etc.	7	Demarcate a designated crossing point for access to/from the classrooms cut off from the rest of the school by the works (i.e., the Construction Building and T3 Building).	Contractor	Site inspection	
	8	Install signage showing work vehicle access routes in/out of the worksite and laydown area/s.	Contractor	Site inspection	
	9	Workers Code of Conduct (Section 4 of the Contractor ESCoP – Annex 1) setting clear rules for the behavior of all employees must be explained to and signed by all employees; and included as part of the induction provided at onboarding. Further details regarding the induction and signing the code of conduct are provided in Annex 2.	Contractor	Signed Workers Code of Conduct  Induction records	
<b>Workforce management and worker safety.</b>  A small local workforce is expected to carry out the works. Risks to the workforce include working conditions, OHS and forced/child labor.	10	Include standard labor requirements in accordance with FSM labor and OHS laws and WB requirements (including Workers Code of Conduct) in tendering documents and contracts and monitor contractor implementation. This includes: <ul style="list-style-type: none"> <li>• no use of child or forced labor</li> <li>• non-discrimination and equal opportunity</li> <li>• providing safe working conditions</li> <li>• having a GRM that workers can access</li> <li>• providing worker insurance</li> <li>• implementing a Worker Code of Conduct</li> <li>• implementing a system to manage OHS, including PPE supplied free-of-charge to workers</li> <li>• providing employment contracts to workers that have clear employment terms and conditions (e.g., working hours, employment period, remuneration, tax).</li> <li>• adopt and apply minimum wage rate (hourly) for both</li> </ul>	NDoE	Contract	

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		<p>skilled and unskilled not less than government rate</p> <ul style="list-style-type: none"> <li>• establish weekly or/biweekly payment schedule to the workers</li> <li>• non-discrimination on payment (equal pay for equal work).</li> </ul>			
	11	Follow the labor requirements in the contract from NDoE, including providing employment contracts to workers that have clear employment terms and conditions.	Contractor	Employment records	
	12	All project workers to be 18 years of age or over.	Contractor	Employment records	
	13	Establish separate toilet facilities for male and female workers. These facilities must not be shared with students.	Contractor	Site inspection	
	14	<p>Prior to the start of Works, ensure the following are in place:</p> <ul style="list-style-type: none"> <li>• designated OHS officer assigned to support the Works</li> <li>• simple process for workers to raise grievances (this can be through the community GRM)</li> <li>• workers provided with Personal Protective Equipment (PPE) (free of charge) as appropriate to their jobs (e.g., gloves, masks, hard hats, safety boots, goggles)</li> <li>• at least one worker with current first aid training</li> <li>• first aid kit, fire extinguisher and spill kit on site</li> <li>• list of emergency contact numbers displayed on a noticeboard in a prominent area of the worksite, this will include school principal, site supervisor, fire, hospital/ambulance and police.</li> </ul>	Contractor	Site inspection	
<b>Sourcing of raw</b>	15	Only use aggregate and sand sourced from a licensed supplier or quarry. The Project shall not use material sourced from:	Contractor	Supplier license and purchase	

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<p><b>materials.</b></p> <p>A small amount of aggregate will be required to make concrete. There is a risk of the Project sourcing materials from unlicensed sourced if due diligence is not undertaken.</p>		<ul style="list-style-type: none"> <li>• coral rock below highest astronomical tide, or</li> <li>• coastal and/or lagoon mining within the Federated States of Micronesia, except where the source is licensed, demonstrated to be sustainable, and satisfy the World Bank requirements (including the ESSs).</li> </ul>		<p>records (copies to PIU &amp; CIU)</p>	
<b>Construction</b>					
<p><b>Removal of existing waste.</b></p> <p>The Works include removal of existing waste, specifically non-functional and unused equipment, scrap metals and old vehicles.</p> <p>The Tofol Landfill services Kosrae and has a designated collection point for scrap metal and waste tyres. There is also a recycling collection point on Kosrae (run by Micronesian Eco Corporation) that accepts car batteries.</p>	16	<p>Remove existing waste from the site in a responsible manner, specifically:</p> <ul style="list-style-type: none"> <li>• drain waste oil, etc., from engines in a manner that prevents spillage to the ground (e.g., using drip trays, having spill kit on standby), store waste oil in appropriate container at the DT&amp;I Shop, transport it and dispose at the Tofol Landfill*</li> <li>• remove tires and take to appropriate section of the Tofol Landfill*</li> <li>• remove batteries and take to recycling centre*</li> <li>• transport car bodies to the vehicle and scrap metal disposal area by the Kosrae Track and Field*</li> <li>• non-functional and unused equipment to Tofol Landfill or scrap metal recycling facility*</li> </ul> <p>* If any further guidance on disposal methods is required, consult with the Kosrae Island Resource Management Authority (KIRMA to confirm appropriate procedures.</p>	Contractor	Receipt from disposal locations	

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<p><b>Community health issues</b></p> <p>This includes Gender-based violence (GBV), sexual exploitation and abuse / sexual harassment (SEA/SH), anti-social behavior from presence of workforce.</p>	17	<p>Workers to remain within worksite and laydown area, and not enter the main school area and interact with students, and this to be communicated to workers through induction, prestart meetings, etc. Workers to be reminded of the Workers Code of Conduct signed at onboarding.</p>	Contractor	<p>Induction records</p> <p>Prestart meeting minutes</p>	
<p><b>Worker safety</b></p> <p>Risks to the workforce include working conditions, OHS and forced/child labor.</p>	18	<ul style="list-style-type: none"> <li>• Provide an induction to all workers and visitors to the site. The induction should include: main risks and mitigations at the site, expectations for workers and visitors, how workers can raise grievances, the Workers Code of Conduct (which should be through their manager in the first instance), requirement to not interact with students, location of emergency equipment, no-go-zones, etc.</li> <li>• Prepare Job Hazard Analysis (JHA) (or similar) for specific activities, such use of heavy machinery and equipment, heavy lifts (e.g., using cranes to lift/move the unused equipment/vehicles), demolition, excavation, work at heights, tree felling (as applicable to the scope) (template provided in Section 5 of the Contractor ESCoP – Annex 1).</li> <li>• Prohibit the use of alcohol and illegal drugs.</li> <li>• Keep PPE in good condition and replace when needed.</li> <li>• Prevent slips and falls and other injuries through good housekeeping practices, provision of safe equipment and tools, and use of PPE.</li> <li>• Keep worksite clean and free of debris on daily basis.</li> </ul>	Contractor	<p>Induction records</p> <p>Site inspection records</p> <p>Prestart meeting minutes</p> <p>Completed JHAs</p>	

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		<ul style="list-style-type: none"> <li>• Use the right tool for the activity.</li> <li>• Carry out regular site inspections to identify and address potential safety issues.</li> <li>• Conduct daily pre-start meetings, and use this as a forum to communicate key safety messages and deliver tool-box talks.</li> <li>• Encourage workers to raise safety issues.</li> <li>• Manage, report and investigate incidents (for incident reporting procedure, see Section 6 of the Contractor ESCoP – Annex 1).</li> </ul>			
	19	<p>Implement specific requirements for working at heights (if applicable to the scope):</p> <ul style="list-style-type: none"> <li>• Barricade area under Works to prevent access.</li> <li>• Hoisting and lifting equipment should be rated and maintained and operators trained in their use.</li> <li>• Ladders should be used considering proper placement, climbing, standing, and the use of extensions.</li> <li>• Use of 100 percent fall protection when working over 2 meters above the working surface.</li> </ul>	Contractor	<p>Site inspection records</p> <p>Completed JHA</p>	
<p><b>Hazardous materials management.</b></p> <p>A small amount of chemicals is expected to be used during the Works. This includes petrol and/or diesel for equipment and machinery, adhesives,</p>	20	<ul style="list-style-type: none"> <li>• Store chemicals in appropriate containers with secondary containment.</li> <li>• Maintain register of Materials Safety Data Sheets (MSDS).</li> <li>• Use drips trays or similar to minimise risk of spills when refueling machinery and equipment.</li> <li>• Use appropriate PPE when using hazardous materials.</li> <li>• First aid kit, fire extinguisher and spill kit to be on site.</li> </ul>	Contractor	Site inspection	

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paints, etc. There is not expected to be hazardous waste generated as leftover chemicals will be retained by the Contractor for use on other jobs.		<ul style="list-style-type: none"> <li>Any leftover chemicals that would be considered hazardous waste are to be kept for use on other projects (i.e., these are not to be disposed of with general waste).</li> </ul>			
<b>Construction waste.</b> The waste generated through the Works is expected to include demolition waste (i.e., metal sheeting, plumbing, wood, cement sheeting or plasterboard, wiring), packaging (i.e., cardboard, plastic), off-cuts (i.e., piping, metal sheeting) and concrete. Much of this waste is expected to be reused as part of the Works.	21	<ul style="list-style-type: none"> <li>Minimise waste through reduction and reuse.</li> <li>Store waste in a manner to facilitate reuse (i.e., neatly sorted) and prevent hazards such as fires, vermin or standing water/vector breeding.</li> <li>Consider safety of any waste to be gifted to the school or for community reuse.</li> <li>Do not burn waste.</li> <li>Waste that cannot be reused is to be removed from the site and disposed of at a permitted waste facility (i.e., the Tofol Landfill). Waste loads must be secured for transport to prevent littering.</li> </ul>	Contractor	Site inspection  Receipt from Tofol Landfill	
<b>Project closeout</b>					
<b>Closure.</b> Inadequate checks during project closure may result in E&S mitigations not being properly implemented.	22	Once Works are complete, check that following has been completed and document through a site inspection and photographs. <ul style="list-style-type: none"> <li>Site (including laydown area) left in clean and tidy condition.</li> <li>All waste removed from site.</li> </ul>	Contractor	Site inspection and photographs	

### Monitoring and Reporting

Contractor compliance with the ESCOP will be monitored by the school and the state PMO (that prepared the design) with support from PIU, CIU, and where appropriate, FSM TC&I. Monitoring will follow the specifications in Table 1. Reporting will include:

- **Incident** – incidents will be reported by the contractor to the PIU and then from PIU to the WB. The protocol for Contractor incident reporting is detailed in Section 6 of the Contractor ESCoP (Annex 1). Any serious incidents (or grievances) will be reported as soon as practicable and within 24 hours.
- **Monthly reports** – the Contractor will include E&S performance in their monthly reports to the PIU. This will include a summary of any E&S-related issues, incidents or grievances reported during the month; and how they are being addressed. A summary of these reports will also be included in the quarterly report to the WB, and the individual monthly reports supplied to the WB upon request.
- **Quarterly reports** – the PIU will continue to provide quarterly reports to the WB as part of the overall Skills and Employability Enhancement Project and include the E&S performance of the Chuuk State High School New Vocational Facility work scope.

**Annex 1 Contractor ESCoP**

Contractor Environmental and Social Code of Practice

for

Kosrae High School:  
Renovation and Repair Works

**[Insert Contractor Logo]**

***[Insert Contractor Name]***

***[Insert Month, Year]***



## 1. INTRODUCTION

This document is an Environmental and Social Code of Practice (ESCoP) for the Contractor, [insert contractor name], carrying out renovation and repairs work to an existing automotive training workshop at Kosrae State High School in Kosrae State as part of the Skills and Employability Enhancement (SEE) Project.

This Contractor ESCoP serves as a practical tool for managing the E&S risks associated with the [insert contractor name], 's scope of work. It is aligned with the requirements outlined in the overall Project ESCoP. This Contractor ESCoP comprises of:

- Section 2: Environmental and Social Mitigation Measures
- Section 3: Contractor Grievance Redress Mechanism
- Section 4: Worker Code of Conduct for Contractor Personnel
- Section 5: Template for Job Hazard Analysis
- Section 6: Incident Reporting Procedure

## 2. ENVIRONMENTAL AND SOCIAL MITIGATION MEASURES

Below is a summary of the environmental and social mitigation measures from the Project ESCoP that were assigned to the Contractor. For additional details or clarifications, please refer to the Project ESCoP document - the mitigation numbers correspond with the Project ESCoP for easy reference. The summary table has also been designed to be used a checklist for checking compliance and performing site inspections.

E&S Issue	No.	Mitigation	In place? (Y/N)
<b><i>Monthly for the duration of the Contract</i></b>			
E&S performance is to be included in the monthly reports provided to the PIU. This will include a summary of any E&S-related issues, incidents or grievances reported during the month; and how they are being addressed.			
<b><i>Prior to start of Works</i></b>			
Disruption to student learning	2	Timing of the works discussed with the school and agreed to	
Community consultation & grievance management	3	Process for management of community grievances established (see Section 3 for grievance redress mechanism)	
	4	Safety briefing to students and school staff delivered, as well as briefing on SEA/SH	
	5	Signs erected at the work site with Contractor contact details	
Public safety	6	Work site and laydown area/s demarcated using barriers	
	7	Demarcated crossing point for access to/from the classrooms cut off from the rest of the school by the works (i.e., the Construction Building and T3	

		Building).	
	8	Signage showing work vehicle access routes in/out of the worksite and laydown area/s installed	
	9	Workers Code of Conduct explained to and signed by all workers (see Section 4 for Workers Code of Conduct). Further details on the induction and signing the code of the conduct provided at Annex 2.	
Workforce management & worker safety	11a	Labor requirements specified in head contract are in place (relating to employment terms and conditions, pay, payment schedule, etc.)	
	11b	Worker insurance in place	
	12	All workers over 18 years of age and records of age kept	
	13	Separate toilet facilities for male and female workers available and these facilities are not shared with students	
	14a	Designated OHS officer assigned to support the Works	
	14b	Simple process for workers to raise grievances in place (this can be through the community grievance redress mechanism – see Section 3)	
	14c	Workers provided with PPE (free of charge)	
	14d	At least one worker with current first aid training	
	14e	First aid kit, fire extinguisher and spill kit on site	
	14f	List of emergency contact numbers displayed on a noticeboard in a prominent area of the worksite	
	18a	Induction presentation prepared	
Sourcing of raw materials	15	Aggregate and sand sourced from a licensed supplier or quarry, and supplier license and purchase records kept	
<b>Construction</b>			
Removal of existing waste	16	Method of disposal of existing waste at site (including abandoned vehicles) confirmed with EPA  Waste collected and transported in a responsible manner (to prevent hydrocarbon spills) and disposed of as per EPA instructions and disposal records kept	
Community health issues	17	Workers to remain within worksite and laydown area, and not enter the main school area or interact with students. Workers reminded of this at prestart	

		meetings	
Worker safety	18b	Induction provided to all workers and visitors to the site and records kept	
	18c	Job Hazard Analysis (JHA) prepared for riskier activities, including working at heights, if applicable (see Section 5 for JHA template)	
	18d	Use of alcohol and illegal drugs prohibited and this enforced	
	18e	PPE in good condition, regularly inspected and replaced when needed	
	18d	PPE used when needed and used correctly	
	18f	Worksite free of debris and tripping hazards	
	18g	The right tools are used for the task	
	18h	Site inspections are regularly carried out to identify and address potential safety issues. Records kept	
	18i	Workers encouraged to raise safety issues (e.g., directly with supervisors, at pre-start, during site inspection)	
	18j	Incidents are managed, reported and investigated (see Section 6 for incident reporting procedure)	
	19	Specific requirements for working at heights (if applicable to the scope) to prevent falls or injury to personnel below implemented	
Hazardous materials management	20a	Chemicals stored in appropriate containers with secondary containment	
	20b	Register of Materials Safety Data Sheets (MSDS) maintained	
	20c	Drips trays or similar used to minimise risk of spills when refueling machinery and equipment	
	20d	Appropriate PPE used when using hazardous materials	
	20e	First aid kit, fire extinguisher and spill kit on site	
	20f	Leftover chemicals that would be considered hazardous waste kept for use on other projects (i.e., not disposed of with general waste)	
Waste	21a	Waste minimized through reduction and reuse	
	21b	Waste neatly sorted and stored in a manner to	

		prevent fire, vermin or water pooling	
	21c	Safety considered (e.g., nails in wood scrap) before any waste is gifted to the school or for community reuse	
	21d	Do not burn waste	
	21e	Waste that cannot be reused is removed from the site and disposed of at a permitted waste facility (i.e., the Tofol Landfill), and records kept (e.g., receipt from the landfill). Waste loads secured for transport to prevent littering	
	21a	Inventory of existing waste prepared, and records of disposal kept	
<b><i>Project closeout</i></b>			
	22	<p>Once Works are complete, check that following has been completed and document through a site inspection and photographs.</p> <ul style="list-style-type: none"> <li>• Site (including laydown area) left in clean and tidy condition</li> <li>• All waste removed from site</li> </ul>	

### 3 CONTRACTOR GRIEVANCE REDRESS MECHANISM

The objective of the grievance redress mechanism (GRM) is to provide affected people (community members, other stakeholders and workers) with avenues for making a complaint or resolving any dispute that may arise.

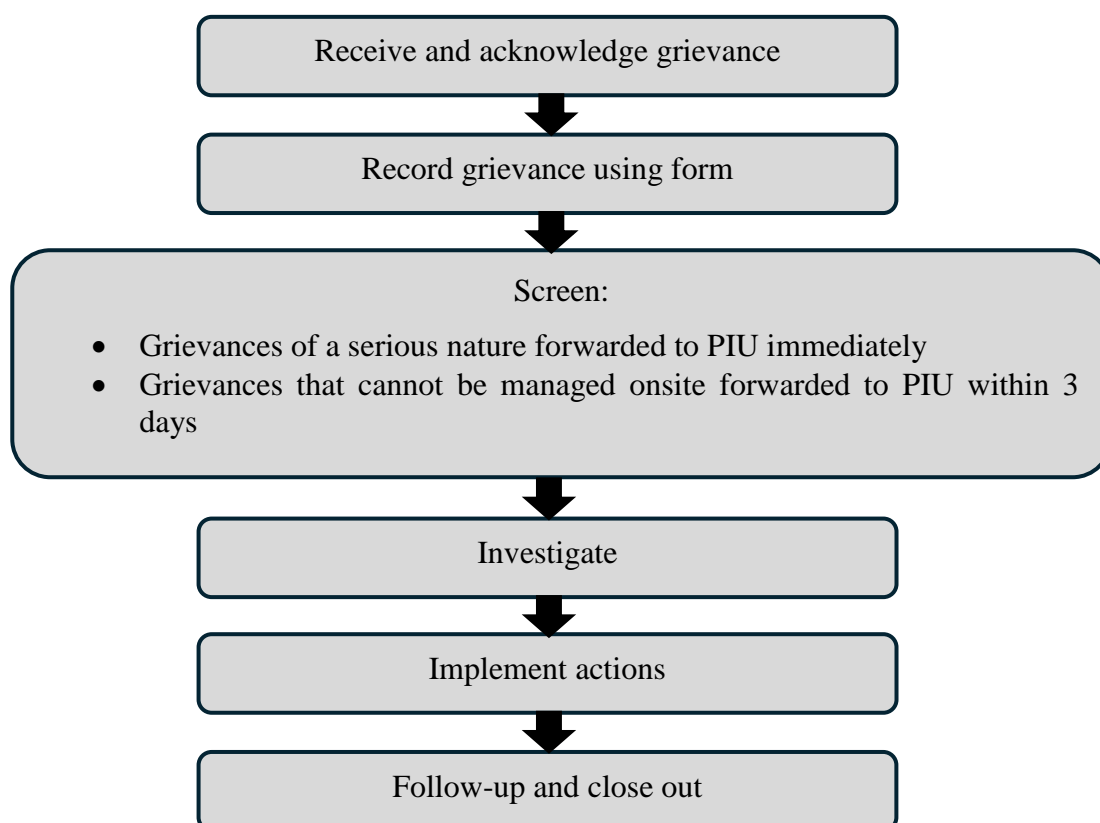
Employees of *Contractor's abbreviation* are encouraged to resolve issues directly with their manager or *Contractor's abbreviation* head office and follow this formal grievance process if there is not adequate resolution.

#### Process:

All grievances will be recorded by the nominated grievance focal point at site *[insert role / name]* using the Grievance Registry Form. Grievances should be resolved at the site level, where practicable and within the control of the Contractor and the actions taken to resolve the grievance recorded in the Grievance Registry Form. Where the grievances cannot be resolved by the Contractor, they will be forwarded to the Project Implementation Unit (PIU) for mediation within three working days. If mediation is unsuccessful, or if the matter is substantive, affected parties can file written or verbal grievances with the applicable court.

Grievances can also be lodged through the Department of Finance & Administration website (<https://dofa.gov.fm/grievance-redress-service/>) or at complaintsWB@gov.fm.

*\*\* All complaints of SEA/SH should be reported to the PIU within 24 hours of receiving the complaint\*\* \*\**



## Specific Procedures for SEA/SH Complaints

The process to receive and respond to complaints of gender-based violence, including sexual exploitation and abuse (SEA) / sexual harassment (SH), will apply a survivor-centered approach to ensure that the rights of the survivor are upheld. This includes ensuring the survivor's safety, choice, consent and confidentiality and to ensure that the survivor is informed, respected and referred to specialist GBV services.

### *Receiving complaints of SEA / SH*

Complaints of SEA and SH, from Project Workers or the community, can be reported through the existing channels of the GRM.

In addition, to reporting through the existing channels of the GRM, complaints of SEA and SH can be received by a SEA/SH Focal Point. At a minimum, *Contractor's abbreviation* will appoint one woman at the Project Site who can receive complaints of SEA/SH.

The person who received the complaint will communicate the allegation to the PIU within 24 hours of receiving the complaint. The PIU is responsible for reporting the incident to the World Bank within 48 hours.

The *Contractor's abbreviation* will work with the PIU and CIU to ensure that the resolution of the complaint is done in accordance with the Project GRM but this will include:

- Assessing if the allegation is likely linked to the Project.
- Verifying if the incident likely occurred.
- Taking disciplinary action against the employee.
- Documenting the complaint and outcome.

### ***Grievance Registry Form***

This Grievance Registry Form is filled in by the Grievance Focal Point when grievances are brought to them for consideration. Copies of this form will be filled in hardcopy and/or electronically, and all grievances will be later entered into a grievance registry database. There will also be the option of lodging a hard copy grievance form in a box without requiring interaction with a staff member.

**\*\*All complaints of SEA/SH should be reported to the PIU within 24 hours of receiving the complaint\*\***

Unique grievance number (e.g., G001): \_\_\_\_\_

Date: \_\_\_\_\_

Name of person with the grievance: \_\_\_\_\_ Phone: \_\_\_\_\_

Village or residence of person with grievance: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_

Witnesses (if applicable): \_\_\_\_\_

Project people involved (if applicable): \_\_\_\_\_

Grievance category:

<input type="checkbox"/>	Environmental (noise, dust, spill, odour, etc)	<input type="checkbox"/>	Unsafe work practice
<input type="checkbox"/>	Asset damage	<input type="checkbox"/>	Employment or contracting dispute
<input type="checkbox"/>	Inappropriate behavior	<input type="checkbox"/>	Road closures
<input type="checkbox"/>	Information request	<input type="checkbox"/>	SEA/SH

☐ Land dispute

☐ Other, specify: \_\_\_\_\_

Grievance description: \_\_\_\_\_

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Comments or immediate action taken by Senior Site Personnel:

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Action(s) taken to resolve grievance (for grievances that cannot be managed at site, this would be to pass the grievance to the PIU):

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Date(s) action taken: \_\_\_\_\_

Date(s) feedback provided to person with the grievance: \_\_\_\_\_

#### **4 WORKER CODE OF CONDUCT FOR CONTRACTOR PERSONNEL**

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

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

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

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

#### **REQUIRED CONDUCT**

Contractor/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 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 unwanted verbal or physical conduct of a sexual nature towards other Contractor’s or Employer’s Personnel or members of the community;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;



8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Sexual Assault (SEA);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly.

This can be done in either of the following ways:

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

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

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

## **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor/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: (day month year):

Countersignature of authorized representative of the Contractor/Employer:

Signature:

Date: (day month year):

## 5 TEMPLATE FOR JOB HAZARD ANALYSIS

<b>Description of task:</b>			<b>Date:</b>
<b>Prepared by:</b>		<b>Supervisor:</b>	
<b>Training required:</b>			
<b>Equipment required:</b>			
<b>PPE required:</b>			

Step	Task	Hazard	Mitigation
1	List the tasks required to perform the job in the sequence they are carried out	For each task, list the potential hazards that could cause injury or environmental harm when the task is performed	List the mitigation required to eliminate or minimise the risk of injury or environmental harm considering the hierarchy of control
2			
3			
4			
5			
6			

### Hierarchy of Control

1. Eliminate the hazard.
2. Provide an alternative that can perform the same task and is safer to use.
3. Provide a physical barrier or guard.
4. Develop procedures and/or provide training for the task.
5. Personal equipment designed to protect the individual from the hazard.

## 6 INCIDENT REPORTING PROCEDURE

The objective of this incident reporting procedure is to provide *[contractor]* site personnel with the processes to follow to report and investigate incidents, including implementation of corrective action. The *[insert role]* should lead the incident reporting and investigation process, with support from all personnel involved in the incident and senior site personnel and/or senior (non-site based) personnel where required (e.g., for serious/complex incidents).

### Process:

1. Incident occurs.
2. Incident witness or party involved activates emergency response, if required. The priority in any incident should be the safety of workers and the community.
3. Incident witness or party involved notifies senior site personnel and *[insert role]*.
4. In the event of a serious incident, *[insert role]* verbally notifies the PIU representative as soon as possible. All other incidents must be reported to PIU within 24 hours. The PIU will report incidents to the World Bank as per their existing procedures.
5. Once a situation is under control, the *[insert role]* completes the “Initial Report” section of the Incident Report Form with as much information as possible and provides this to the PIU representative within 24 hrs of the incident occurring.
6. The *[insert role]* undertakes an investigation in conjunction with the relevant parties to determine the root cause of the incident and develop corrective actions to prevent a re-occurrence.
7. The *[insert role]* completes the “Final Report” section of the Incident Report Form and provides this to the PIU representative.
8. The corrective actions tracked to closure.

## Incident Report Form

Incident Report Number: \_\_\_\_\_ (e.g., IR001, IR002, etc)

Initial Report (to be completed within 24 hours)

### 1. Incident details

Date of incident:		Project name:	
Time of incident:		Contractor name:	
Person who notified of the incident (internally):		Person who reported the incident to the PIU:	
Date of incident notification:		Date of incident reporting (to the PIU):	
Time of incident notification:		Time of incident reporting (to the PIU):	

### 2. Type of incident (check all that apply)

<input type="checkbox"/> Fatality	<input type="checkbox"/> Equipment & tools	<input type="checkbox"/> Theft
<input type="checkbox"/> Lost time injury	<input type="checkbox"/> Asset damage (contractor)	<input type="checkbox"/> Vandalism
<input type="checkbox"/> Restricted duties	<input type="checkbox"/> Asset damage (third party)	<input type="checkbox"/> Assault
<input type="checkbox"/> Medical treatment	<input type="checkbox"/> Flora & fauna	<input type="checkbox"/> Kidnapping
<input type="checkbox"/> First aid	<input type="checkbox"/> Hazardous substance spill	<input type="checkbox"/> Threatening behavior
<input type="checkbox"/> Light vehicle	<input type="checkbox"/> Pollution of water course	<input type="checkbox"/> Serious non-compliance
<input type="checkbox"/> Heavy mobile equipment	<input type="checkbox"/> Fire	<input type="checkbox"/> Other: _____

### 3. Description of the incident

What is the incident?

What were the conditions or circumstances under which the incident occurred (if known)?

Are the basic facts of the incident clear and uncontested, or are there conflicting versions? What are those versions?

Is the incident still ongoing or is it contained?

Have any relevant authorities been informed (if required)?

### 4. Immediate actions taken in response to the incident

This may include spill clean-up, transfer of injured party to hospital, containment of a fire, providing community with clean drinking water, etc.

### Final Report (to be completed after investigation is complete)

#### 5. Immediate actions taken in response to the incident

Where and when the incident took place

Who was involved, and how many people/households were affected

What happened and what conditions and actions influenced the incident

What were the expected working procedures and were they followed

Did the organization or arrangement of the work influence the incident

Were there adequate training/competent persons for the job, and was necessary and suitable equipment available  
 What were the underlying causes; where there any absent risk control measures or any system failures

## 6. Corrective actions

To be tracked to closure

Corrective action	Responsible party	Target close-out date

## 7. Attachments

Provide list of attachments – this would include (as relevant): photos of the incident scene and/or injuries, witness statements, medical reports, etc.

Number	Attachment
1	
2	
3	

## 8. Form completed by

Name:		Role:	
Signature:		Date:	

## **Annex 2      SEA/SH Risk Mitigation Measures**

*Contractor's abbreviation* is required to manage potential social risks and impacts associated with the works, this includes activities to prevent and respond to sexual exploitation and abuse (SEA) and sexual harassment (SH). These requirements focus on managing the risks related to *Contractor's abbreviation's* workers (permanent employees and casual workers) who are conducting works, using SEA / SH against other workers or the community.

### **Induction      of      permanent      and      casual      workers      on      SEA      /      SH**

*Contractor's abbreviation* will work with the PIU and CIU to ensure a code of conduct, that explicitly prohibits SEA and SH, will be signed by all employees to indicate that they have:

- Received a copy of the code of conduct;
- Had the code of conduct explained to them;
- Acknowledged that adherence to the code of conduct is a condition of employment; and
- Understood that violations of the code of conduct can result in serious consequences, up to and including dismissal.

*Contractor's abbreviation* will work with the PIU and CIU to ensure all employees complete an induction on the SEA / SH components of the Code of Conduct that includes:

- The SEA / SH components of the code of conduct, and what constitutes a violation of the code of conduct to set clear expectations of behavior.
- What may happen if they use SEA or SH in violation of the code of conduct.
- How to report SEA or SH / a violation of the code of conduct.
- What local specialist GBV service providers are available to survivors and how to contact them.

*Contractor's abbreviation* will work with the PIU and CIU to ensure all employees complete an induction on the SEA / SH components of the Code of Conduct. The CIU will facilitate the induction.

### **Community awareness on SEA/SH**

*Contractor's abbreviation* will work with the PIU and CIU to deliver community awareness with communities surrounding the Project Site to increase beneficiaries and communities understandings of:

- The SEA and SH components of the code of conduct, and what constitutes a violation of the code of conduct.
- How to report SEA or SH / a violation of the code of conduct.
- What local specialist GBV service providers are available to survivors and how to contact them.
- What to expect when making a complaint of SEA or SH to the project.
- The limitations of the grievance mechanism in relation to complaints GBV.

*Contractor's abbreviation* will work with the PIU and CIU to deliver this community awareness to communities affected the Project. The CIU will facilitate the community awareness.

### **RFSupport access to local GBV services**

During the Induction of permanent and casual workers on SEA / SH and Community awareness on SEA/SH, the CIU will share information on how to contact specialist GBV services.