## 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: <a href="http://www.national.doe.fm">http://www.national.doe.fm</a>

# INVITATION TO QUOTE (Advertisement) WORKS

06/12/2025

Date: 05/30/2025Project Title	FSM Skills and Employability Enhancement (SEE) Project		
Grant	D-9870		
Contract Name	Performance Grant FY 25: YHS Construction of Agriculture Building		
Contract Ref	FM-NDOE-463170-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 **Construction of Agriculture Building at the Yap 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 **July 11<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 with a copy to angelyne.aten@national.doe.fm and



## FEDERATED STATES OF MICRONESIA DEPARTMENT OF EDUCATION

#### **National Government**

P.O. Box PS 87
PALIKIR, POHNPEI FM 96941
Telephone :( 691) 320-2609/2647 Website: national.doe.fm

# REQUEST FOR QUOTATION (RFQ) WORKS

Date of Issue of RFQ: June 16, 2025

Project Title: FSM Skills and Employability Enhancement Project

Grant no.): D-9870

Contract Name: Performance Grant - YHS FY25: Construction of Agriculture Building

Contract Ref: FM-NDOE-463170-CW-RFO

To: Bidder

- 1. The National Department of Education hereby invites you to submit a quotation for the following works: Remedial works/renovation for the Construction of Agriculture Building at the Yap 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 within a week of the advertisement of this RFQ. The time and date will be confirmed by the SEE Project in coordination with the Yap High School and Yap Public Works team.
- 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: <a href="mailto:hyunjeong.lee@national.doe.fm">hyunjeong.lee@national.doe.fm</a> with a copy to <a href="mailto:angelyne.aten@national.doe.fm">angelyne.aten@national.doe.fm</a> and

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;
  - (c) 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 **July 11<sup>th</sup>**, **2025**, at **3pm** (local time) and further information can be obtained from: the address below:

Attn:

100 %

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> and

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,

Mi∳ai 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 - YHS FY25: Construction of Agriculture Building Contract Reference Number: FM-NDOE-463170-CW-RFO \_\_\_ day of (insert month in words) \_ This Contract is made this (insert year) \_\_\_\_between (insert the legal name the on the one part (hereinafter called "the Employer) 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: Remedy all defects within 7 working days of notification by the Engineer in (a) \_\_\_\_ (name), during the period of execution of the contract and thereafter for defects notified within the defect liability period. The Employer reserves the right to terminate the contract due to unsatisfactory (b) performance 10 days after giving a written notice. All material and construction equipment on site, temporary works, and the (c) Works shall be deemed to be the property of the Employer if the contract is terminated due to default by the Contractor. The Contractor will in all cases abide by the directions of the Engineer in charge. (d) The Contractor shall submit to the Engineer in charge, a program within 7 days (e) after signing the contract describing general methods and schedule to complete the Works. The Contract completion period shall be [Employer to insert period] (calendar (f) days) after issuance of Notice to Proceed. For BOQ based contracts: In case of changes to the quantities in BOQ, the unit (g) 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. The Law governing the contract shall be the applicable laws of the Federated (h) States of Micronesia. The Contractor shall be responsible for the safety of all the activities on the Site. (i) During execution of the Works the Engineer in charge will carry out inspection (i) 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.
- (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 BOO based contracts:

- (A) An advance payment of 30 percent of the Contract Price will be paid upon the submission of an Advance Payment Security in the same amount and currency. As an alternative to the Advance Payment Security the payment of 30 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 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:		
	Date:	
Acting Secretary National Department of Education		
CONTRACTOR:		
Contractor	Date:	_
Reviewed as to Legal Sufficiency:		
	Date:	
Secretary Department of Justice		
Certification of Fund Availability: A1-23-6	50-61-36970-23/8620 Amou	nt: xxxxxxx
	Date:	_
Secretary Department of Finance & Administration		
Presidential Approval		
	Date:	
His Excellency Wesley W. Simina President, Federated States of Micronesia		

#### **ANNEX 1: SPECIFICATIONS**

Project Title: FSM Skills and Employability Enhancement Project

Contract Name: Performance Grant - YHS FY25: Construction of Agriculture Building

Contract Reference Number: FM-NDOE-463170-CW-RFQ

#### **TECHNICAL SCOPE OF WORK**

#### I. GENERAL REQUIREMENTS

- 1. Project Engineering and Management
- 2. Mobilization/Demobilization
- 3. Construction Aids
  - 3.1.Project Sign; 1set
  - 3.2.Scaffoldings
  - 3.3. Construction Warning & Safety Signs

#### II. DEMOLITION & REMOVAL WORKS

- 1. Demolition of the existing Agriculture Building
  - 1.1. Roof, Ceiling, Walls, Windows, Doors, Electrical, and other Structural Components. 1.2. Misc. items to complete the demolition and removal works
- 2. Removal and disposal of unsalvageable & salvageable Materials.

#### III. SITE WORKS

- 1. Earthworks
  - 1.1. Structural excavation for foundation/ footing
  - 1.2. Hauling, Filling & Backfilling
  - 1.3. Leveling, and Compaction @ 90% density
- 2. Pest & Termites Application
  - 2.1. Upper & Lower Wooden Structural Components.
  - 2.2. Soil & Ground Application; 10"Wx18"D, 2-applications (morning & afternoon).

#### IV. CARPENTRY WORKS

- 1. Roof Framing
  - 1.1. Wooden Purlins; 2"x4" treated lumbers
  - 1.2. Wooden Trusses; 2"x6" treated lumbers
  - 1.3. Wooden Fascia Board; 1"X12" trtd.lumbers
  - 1.4. Anchor Plates; 1/4"thk.x1-1/2"x12"
  - 1.5. Metal Clip
  - 1.6. Misc. Items for complete installation
- 2. Frames & Ceiling Panels with Manhole
  - 2.1. 2"x2" trtd.lumbers
  - 2.2. Quarter Mouldings
  - 2.3. Trtd. Plywood; 1/4"thick
  - 2.4. Misc. Items for complete installation

#### V. CONCRETE WORKS

- 1. Reinforced Concrete Column Footings
  - 1.1. Formworks
  - 1.2. Reinforcement; #5 (epoxy coated, Grade 60)
  - 1.3. Lean Concrete; 500psi, 1:4:8
  - 1.4. Concrete; 3000 psi
  - 1.5. Misc. Items for complete works
- 2. Reinforced Concrete Column
  - 2.1. Formworks
  - 2.2. Reinforcement; #3 & #5 (epoxy coated, Grade 60) 2.3. Concrete; 3500 psi
  - 2.4. Misc.Items for complete works
- 3. Reinforced Concrete Beam; 8"x12"
  - 3.1. Formworks
  - 3.2. Reinforcement; #3 & #5 (epoxy coated, Grade 60)
  - 3.3. Concrete; 3000 psi
  - 3.4. Misc.Items for complete works
- 4. Reinforced Concrete Floor Slab; 4"thk, and Ramp; 5"thick 4.1. Formworks
  - 4.2. Reinforcement; #3 (epoxy coated, Grade 60)
  - 4.3. Lean Concrete; 500psi
  - 4.4. Concrete; 2500 psi
  - 4.5. Plastic Vapor Barrier; 10mils thick
  - 4.6. Misc.Items for complete works
- 5. Reinforced Concrete Walkway Slab; 4" thick
  - 5.1. Formworks
  - 5.2. Reinforcement; WWF 6x6xW1.4xW1.4
  - 5.3. Concrete; 2500 psi
  - 5.4. Sand Bedding
  - 5.5. Misc.Items for complete works
- 6. Reinforced Concrete Exterior Wall Footing; 12"Wx8"D
  - 6.1. Formworks
  - 6.2. Reinforcement; #4 (epoxy coated, Grade 60)
  - 6.3. Sand Bedding
  - 6.4. Concrete; 3000 psi
  - 6.5. Misc.Items for complete works
- 7. Reinforced Concrete Interior Wall Footing; 10"D (10"x 13") 7.1. Formworks
  - 7.2. Reinforcement; #4 (epoxy coated, Grade 60)
  - 7.3. Sand Bedding; 2" thick
  - 7.4. Concrete; 3000 psi
  - 7.5. Misc.Items for complete works

#### VI. MASONRY WORKS

- 1. Exterior CMU Walls;
  - 1.1. 6" Thk. CHB reinforced with #3 & #4 bars (Grade 40)
  - 1.2. Cement Mortar; 2500 psi, normal concrete
  - 1.3. Misc.Items for complete works
- 2. Interior CMU Walls:
  - 2.1. 4" Thk. CHB reinforced with #3 & #4 bars
  - 2.2. Cement Mortar; 2500 psi, normal concrete
  - 2.3. Misc.Items for complete works
- 3. Plastering on CHB Wall; 1/2"thick, smooth finish

#### VII. DOORS & WINDOWS INSTALLATION

- 1. Doors
  - 1.1. Exterior Double Solid Core Wood Door Panel (D-I); 72"x84" x 1-3/4" thick with 2"x6" trtd.wd.jambs, and Hardware; 3Ea-3 1/2"x4" SS Hinges, SS Lockset (round head), 2-Ea Barrel Bolt Lock (3/4"dia.) for floor & door header.
  - 1.2. Exterior & Interior Single Solid Core Wood Door Panel (D-2); 36"x80" x 1-3/4" thick with 2"x6" trtd.wd.jambs, and Hardware; 3Ea-3 1/2"x3 1/2" SS Hinges, SS Lockset (round head), Alum.Threshold-4"wide, and Door Stopper.
  - 1.3. Interior Single Solid Core Wood Door Panel (D-3); 32"x80" x 1-3/4" thick with 2"x6" trtd.wd.jambs, and Hardware; 3Ea-3 1/2"x 3 1/2" SS Hinges, SS Lockset (round head), and Door Stopper.
  - 1.4. Exterior Single Hollow Core Wd. Door Panel (D-4); 36"x80" x 1 3/4" thick with 2"x6" trtd.wd.jambs, and Hardware; 3Ea-3 1/2"x 3 1/2" SS Hinges, SS Lockset (round head).

#### 2. Windows

- 2.1.Window Jalousies with 2"x6" trtd.Jambs, complete Alum.Frames, Wd.Sill, 1/4"thk.x4" Louver Glasses, Plastic Coated Fiberglass Insect Screen, Stainless Security Wire Mesh (1"x1" size), and 1"x2" Wooden Trim.
- 2.1.1. WJ-4'-3"x9'-10 1/2" (W1); 3sets
- 2.1.2. WJ-4'-3"x6'-7 1/2" (W2); 4sets
- 2.1.3. WJ-4'-3"x3'-4 1/2" (W3); 1set
- 2.1.4. WJ-2'-3"x2'-3" (W4); 2sets
- 2.2. Window Typhoon Shutters; Alum. Type with Bronze-Anodized Frames and with complete locking system & accessories.
  - 2.2.1. Exterior Window (W1); 4'-3"x9'-10 1/2"; 2sets
  - 2.2.2. Exterior Window (W2); 4'-3"x6'-7 1/2"; 2sets
  - 2.2.3. Exterior Window (W3); 4'-3"x3'-4 1/2"; 1set

#### VIII. FINISHES

- 1. Painting
  - 1.1. Walls, Columns, Beams, Gable Walls, Door & Window Jambs; exterior & interior; 2 finish coats, 1-coat primer, roll
  - 1.2. Ceiling & Moulding, Interior, 2 finish coats, 1-coat primer, roll
  - 1.3.Eave soffit Ceiling Panels, Moulding, and expose wooden Roofing Frames, Rafters, Purlins, Fascia, Downpipe Exterior, 2 finish coats, one coat primer, roll
- 2. Interior Floor Tiles
  - 2.1. Ceramic Floor Tiles (Classroom, and Office Room); 1/4"thk.x 16"x16" glazed
  - 2.2. Ceramic Floor & Wall Tiles (Toilet Room); 1/4"thk.x8"x8" unglazed
    - 2.2.1. Glazed Wall Tiles
    - 2.2.2. Unglazed Floor Tiles
    - 2.2.3. White Cement
- 3. Vinyl Base Board
  - 3.1.Size; 1/8"thk.x4" deep
- 4. Chain Link Wire
  - 4.1.Stainless Chain Link Wire Mesh; 2"x2"diamond opening, 1/8"diameter with 2"x6" trtd.studs.

#### IX. MECHANICAL WORKS

- 1. New Air condition Units (ACU)
  - 1.1. 0.5HP, split type inverter air conditioner, freon R32, with complete accessories
  - 1.2. Evacuation, Leak Test, Charging and Start-up
- 2. Misc. items for complete installation

#### X. PLUMBING WORKS

- 1. Waterline
  - 1.1.CPVC Pipe 3/4"; 20pc/s
  - 1.2.CPVC Elbow 90 Deg. 3/4"; 4pc/s
  - 1.3.CPVC Elbow 45 Deg. 3/4"; 4pc/s
  - 1.4.CPVC Tee 3/4"; 5pc/s
  - 1.5.CPVC Tee Reducer 3/4" x 1/2";4pc/s
  - 1.6.CPVC-CTS Slip x FIPT Adapter Fitting 3//4"; 2pc/s
  - 1.7.CPVC Pipe 1/2"; 2pc/s
  - 1.8.CPVC Elbow 90 Deg. 1/2"; 4pc/s
  - 1.9.CPVC Elbow 45 Deg. 1/2"; 4pc/s
  - 1.10. CPVC Tee 1/2"; 4pc/s
  - 1.11. CPVC-CTS Slip x FIPT Adapter Fitting 1/2"; 4pc/s 1.12. Female Threaded Adaptor 3/4"; 6pc/s
  - 1.13. Stainless Check Valve 3/4";1pc
  - 1.14. Stainless Gate Valve 3/4"; 1pc
  - 1.15. Ball Valve 3/4"; 2pc/s

#### 2. SANITARY

- 2.1. Sanitary Pipe Schedule 80 4"; 5 set/s
- 2.2. Sanitary Pipe Schedule 80 2"; 4set/s
- 2.3. Sanitary 90deg. Elbow Schedule 80 4"; 4set/s
- 2.4. Sanitary 45deg. Elbow Schedule 80 4"; 4set/s
- 2.5. Sanitary Wye Schedule 80 4"; 8set/s
- 2.6. Sanitary Reducer 4"-2" Schedule 80 4"; 8set/s
- 2.7. Sanitary Double-Wye Schedule 80 4"; 2set/s
- 2.8. Sanitary P-Trap Schedule 80 2"; 2set/s
- 2.9. Sanitary P-Trap Schedule 80 4"; 2set/s
- 2.10. Sanitary Elbow Schedule 80 2"; 4set/s
- 2.11. Sanitary TEE Schedule 80 2"; 2set/s
- 2.12. Sanitary Wye Schedule 80 2"; 2set/s

#### 3. PLUMBING FIXTURES

- 3.1. Toilet Dual Flash Elongated Toilet; 2set/s
- 3.2. Stainless Floor Drain 4" x 4" with Strainer; 2set/s
- 3.3.Cleanout plug & cover set; 2set/s
- 3.4. Lavatory Sink set; 2set/s
- 3.5. Toilet Paper Holder; 2set/s
- 3.6. Medicine Cabinet w/ Mirror; 2set/s
- 3.7.Towel Bar; 2set/s

#### XI. ELECTRICAL WORKS

- 1. Lighting Fixtures
  - 1.1.Light Bulb 9W, E27 Socket w/ 4" Receptacle; 6pc/s
  - 1.2.Metalux WS232 4' 2 Lamp T8 Wrap; 23pc/s
  - 1.3. Emergency Light; 6 pc/s
- 2. Wiring Device and Boxes
  - 2.1.Electrical WS Switch 2-gang, 3-way (grounding type); 2set/s 2.2.Electrical WS Switch 1-gang, 1-way (grounding type); 10set/s
  - 2.3. Electrical WS Outlet 1-Gang; Grounding Type; 6set/s
  - 2.4. Electrical WS Outlet 2-Gang; Grounding Type; 14set/s
  - 2.5. Utility Box; 32set/s
  - 2.6. Junction Box w/ cover; 45set/s
- 3. Panel Board w/ Breakers and ECB in NEMA 3R Enclosure
  - 3.1. Electrical panelboard: PB-CC in Nema-1 Enclosure, Bus Amp 125A; 1set
  - 3.1.1. Main: 2P60AT, 120/240V, 1Ø, 3Wire, 60Hz, 18KAIC
  - 3.1.2. Branches:
  - 3 1P15AT, 3-1P20AT, 1-1P30AT
- 4. Wires and Cables
  - 4.1.THWN Cu.; 2.0mm2 (#14AWG x 500ft) (Green); 3boxes
  - 4.2.THWN Cu.; 3.5mm2 (#12AWG x 500ft) (Black); 3boxes
  - 4.3.THWN Cu.; 3.5mm2 (#12AWG x 500ft) (Red); 3boxes
  - 4.4.THWN Cu.; 3.5mm2 (#12AWG x 500ft) (White); 3boxes

- 4.5.THWN Cu.; 5.5mm2 (#10AWG) (Black); 30ft.
- 4.6.THWN Cu.; 14mm2 (#6AWG) (Black); 90ft.
- 5. Conduits, Accessories, Miscellaneous & YSPSC Fee
  - 5.1.Lighting; 50le
  - 5.2. Aluminum Conduit, 1-1/4"Ø x 10'; 5le
  - 5.3. Electrical PVC Elbow, 3/4"Ø; 15pc/s
  - 5.4.LB/LL/LR Conduit 1-1/4"Ø; 1pc.
  - 5.5. Supports and Hangers; 1 lot
  - 5.6. Electrical Tapes; 5pc/s
  - 5.7.Miscellaneous; 1lot
  - 5.8.YSPSC Fee (Metering wires and installation); 1lot

#### XII. FINAL CLEAN-UP

- 1. Removal of project sign, safety & warning sign, and disposal of debris, and excess construction materials at the site.
- 2. Clean-up and landscaping around the building.

\*\*\*END OF SCOPE OF WORK\*\*\*

#### **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 – YHS FY25: Construction of Agriculture Building

Contract Reference Number: FM-NDOE-463170-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 spreadsheet of the classroom can be downloadeddocs named "Blank BOQ YHS Agriculture Building Construction": <a href="https://docs.google.com/spreadsheets/d/1DcKy0AHOHHITygUFVk9MukTC938XPmyj/edit?gid=584578712#gid=584578712">https://docs.google.com/spreadsheets/d/1DcKy0AHOHHITygUFVk9MukTC938XPmyj/edit?gid=584578712#gid=584578712</a>

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 – YHS FY25: Construction of Agriculture Building

Contract Reference Number: FM-NDOE-463170-CW-RFQ

Drawings can be 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 – YHS FY25: Construction of Agriculture Building

Contract Reference Number: FM-NDOE-463170-CW-RFQ

		(Date)
To:	(Employer's Name)	
	(Employer's Address)	
Quotation (RFQ) for the Contra numbers) () (r	name of currency) in the Contract within a period	(name and number of ons accompanying your Request for (amount in words and,excluding VAT. We propose to of One Hundred Twenty (120)
This Quotation and your written understand that you are not bound		oinding Contract between us. We ation you receive.
We hereby confirm that this Quo RFQ.	otation complies with the Validit	ty of the Quotation required by the
Authorized Signature:Name and Title of Signatory		
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	A !1 - 1- !1!4	- C C	1	
<i>Z</i> .	Availability	OI II	ınancıaı	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	<del>-</del>
Name of Bidder:	

# Environmental and Social Code of Practice

for

## Yap High School: Demolition and Construction 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 contactor to demolish and rebuild a new agriculture shop and classroom (the Works) at Yap High School (the School) in Yap 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 categorized 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 demolition and rebuild of an agricultural workshop building. This includes:

• Demolition of the existing building, including roofs, ceiling, walls, windows, doors and electricals

• Structural excavation for footing, hauling, filling and backfilling

• Pest and termite prevention application

 Construction of a new workshop, which includes two greenhouses, two storage areas, office, classroom and toilets (note: the school teaches organic and bio-intensive gardening without use of chemicals, therefore no chemical storage facilities are included in the design)

2

- Plumbing and electrical works
- Clean-up project area
- Removal of a small number of trees
- Management of the non-hazardous waste generated as part of the Works.

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

The agricultural workshop (i.e., the worksite) is located within the grounds of Yap High School on land owned by the Yap 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. Several trees (coconut and breadfruit) originally planted by the school staff near the worksite will need to be removed to provide space for the new building. There are no watercourses near the worksite.

A photo showing the layout of the school, including the existing agriculture workshop (labelled 'proposed construction site') that will be demolished and re-built is provided as **Error! Reference source not found.**.

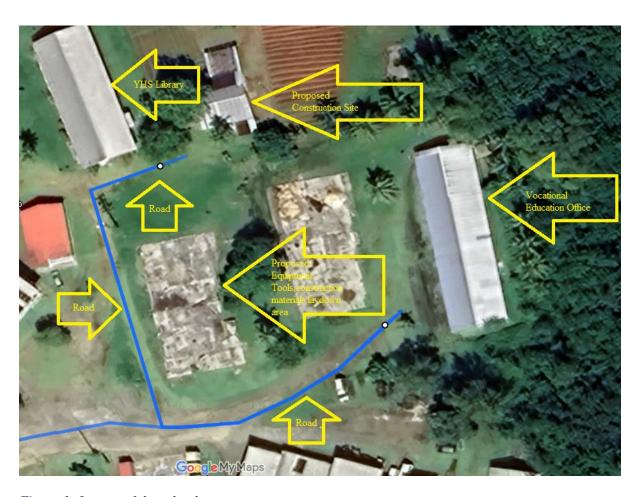


Figure 1: Layout of the school

#### **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).

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

Potential E&S Impacts / Risks	No.	Mitigation Measures	Responsibilities	Monitoring	Remarks
Design				l	
Building standards not appropriate.  There is a risk of the design of facilities not meeting building codes and therefore not being suitable for their intended use. EPA approval for the construction is not required.	1	Design facilities to meet the Yap State Building Code and invite EPA to inspect the site at their discretion.	NDoE / State Public Works and/or FSM DTC&I	Design	
Climate change resilience and clean energy  There is a risk of the design of facilities not considering potential future addition of climate change resilience and clean energy measures, and the building not being able to support such	2	<ul> <li>Design roof to support future installation of solar panels.</li> <li>Design roof and guttering to support future installation of water tanks.</li> </ul>	NDoE / State Public Works and/or FSM DTC&I	Design	

measures.					
Prior to start of Works					
Disruption to student learning.  The works will cause some disruption to the normal operation of the school through:  Noise, which may affect nearby classrooms  Agricultural workshop not	3	Liaise with the school regarding timing of the works to minimise 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	
available for use until works are complete.	4	Temporarily relocate classes normally provided at the agricultural workshop to other areas of the school to minimise disruption to these students.	School management	Classes	
Community consultation and grievance management.  Poor communication and/or unresolved grievances can lead to community concerns and project delays.	5	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. A template for a simple Contractor GRM is provided as Annex 2.	Contractor	Contractor GRM established Grievance records SEA/SH GRM	
		NDoE to establish a grievance process for managing grievances of a serious nature (including		established GRM SEA/SH	

	those related to allegations of sexual harassment,		Focal Point	
	sexual abuse, violence, etc.) and designate a GRM		nominated	
	SEA/SH Focal Point. A procedure for managing			
	SEA/SH Grievances is provided as Annex 2.			
6	In conjunction with the school, prepare and deliver a safety briefing to students and school staff about the work program. This will include:	Contractor & School management	Records of safety briefing	
	<ul> <li>summary of the project objective and benefits</li> </ul>	School management		
	• information about the scope of works and timing			
	<ul> <li>public safety risks associated with the works, and access restrictions</li> </ul>			
	• details of the GRM and how to lodge a grievance.			
	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.			
7	Erect signs at the work site with construction	Contractor	Site inspection	

		information and Contractor's focal person's contact details including contact phone numbers.		
Public safety.  Public safety risks are heightened for this project, as the work will be	8	Demarcate work site and laydown area/s using barriers to prevent access by students and other members of the public.	Contractor	Site inspection
carried out at an operating school.  Risks include truck and machinery movements, items falling from height, presence of the workforce,	9	Demarcate a designated crossing point for access to/from the agriculture classrooms and main school buildings.	Contractor	Site inspection
etc.	10	Install signage showing work vehicle access routes in/out of the worksite and laydown area/s.	Contractor	Site inspection
	11	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,	Contractor	Signed Workers Code of Conduct
Workforce management and worker safety.  A small local workforce is expected to carry out the works.  Risks to the workforce include	12	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:	NDoE	Contract

working conditions, OHS and	no use of child or forced labor
forced/child labor.	non-discrimination and equal opportunity
	providing safe working conditions
	having a GRM that workers can access
	providing worker insurance
	implementing a Worker Code of Conduct
	• implementing a system to manage OHS,
	including PPE supplied free-of-charge to
	workers
	providing employment contracts to workers that
	have clear employment terms and conditions
	(e.g., working hours, employment period,
	remuneration, tax)
	adopt and apply minimum wage rate (hourly)
	for both skilled and unskilled not less than
	government rate
	establish weekly or/biweekly payment schedule
	to the workers
	non-discrimination on payment (equal pay for

	equal work).		
13	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
14	All project workers to be 18 years of age or over.	Contractor	Employment records
15	Establish separate toilet facilities for male and female workers. These facilities must not be shared with students.	Contractor	Site inspection
16	Prior to the start of Works, ensure the following are in place:  • designated OHS officer assigned to support the Works  • simple process for workers to raise grievances (this can be through the community GRM)  • workers provided with Personal Protective Equipment (PPE) (free of charge) as appropriate to their jobs (e.g., gloves, masks,	Contractor	Site inspection

		<ul> <li>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>		
Sourcing of raw materials.  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.	17	Only use aggregate and sand sourced from a licensed supplier or quarry. The Project shall not use material sourced from:  coral rock below highest astronomical tide, or  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).	Contractor	Supplier license and purchase records (copies to PIU & CIU)
Construction				
Community health issues	18	Workers to remain within worksite and laydown	Contractor	Induction

This includes Gender-based violence (GBV), sexual exploitation and abuse / sexual harassment (SEA/SH), anti-social behavior from presence of workforce.		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.		records  Prestart  meeting  minutes
Worker safety  Risks to the workforce include working conditions, OHS and forced/child labor.	19	<ul> <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 (which should be through their manager in the first instance), the Workers Code of Conduct, 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), demolition, excavation, work at heights, tree felling (as applicable to the scope) (template provided in Section 5 of the Contractor ESCoP – Annex 1).</li> </ul>	Contractor	Induction records  Site inspection records  Prestart meeting minutes Completed JHAs

	<ul> <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> <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 (see</li> </ul>			
20	-	Contractor	Site inspection	

		heights:		records
		Barricade area under Works to prevent access.		
		Hoisting and lifting equipment should be rated		Completed
		and maintained and operators trained in their		JHA
		use.		
		• Ladders should be used considering proper		
		placement, climbing, standing, and the use of		
		extensions.		
		• Use of 100 percent fall protection when		
		working over 2 meters above the working		
		surface.		
Hazardous materials	21	Store chemicals in appropriate containers with	Contractor	Site inspection
management.		secondary containment.		
A small amount of chemicals is		• Maintain register of Materials Safety Data		
expected to be used during the		Sheets (MSDS).		
Works. This includes petrol and/or		• Use drips trays or similar to minimise risk of		
diesel for equipment and		spills when refueling machinery and equipment.		
machinery, adhesives, paints, etc.		• Use appropriate PPE when using hazardous		
There is not expected to be hazardous waste generated as		materials.		
leftover chemicals will be retained		• First aid kit, fire extinguisher and spill kit to be		

by the Contractor for use on other		on site.		
jobs.		<ul> <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>		
Demolition and construction	22	Minimise waste through reduction and reuse.	Contractor	Site inspection
waste.  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. Some of this waste is expected to be reused as part of the Works.  No hazardous waste is expected to be generated.  The Yap State Landfill, located in Colonia, services Yap. Several		<ul> <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 Yap State Landfill). Waste loads must be secured for transport to prevent littering.</li> </ul>		Receipt from Yap State Landfill

community dump sites also exist on the island, however, these are not engineered landfills and the preference is for the Yap State Landfill to be used for the Works.						
Project closeout	Project closeout					
Closure.  Inadequate checks during project closure may result in E&S mitigations not being properly implemented.	23	Once Works are complete, check that following has been completed and document through a site inspection and photographs:  • Site (including laydown) left in clean and tidy condition.  • All waste removed from site.	Contractor	Site inspection and photographs		

#### Environmental and Social Code of Practice Yap High School: Demolition and Construction Works

#### **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.

#### Environmental and Social Code of Practice Yap High School: Demolition and Construction Works

#### Annex 1 Contractor ESCoP

## Contractor Environmental and Social Code of Practice

for

Yap State High School:

**Demolition and Construction 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], demolishing and rebuilding a new agriculture shop and classroom (the Works) at Yap High School in Yap 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)			
Monthly for the duratio	Monthly for the duration of the Contract					
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.  Prior to start of Works						
Disruption to student learning	3	Timing of the works discussed with the school and agreed to				
Community consultation & grievance	onsultation & established (see Section 3 for grievance redress					

management	6	Safety briefing to students and school staff delivered	
	7	Signs erected at the work site with Contractor contact details	
Public safety	8	Work site and laydown area/s demarcated using barriers	
	9	Designated crossing point for access to/from the agriculture classrooms and main school buildings demarcated	
	10	Signage showing work vehicle access routes in/out of the worksite and laydown area/s installed	
	11	Workers Code of Conduct explained to and signed by all workers (see Section 4 for Workers Code of Conduct)	
Workforce management & worker safety	13a	Labor requirements specified in head contract are in place (relating to employment terms and conditions, pay, payment schedule, etc.)	
	13b	Worker insurance in place	
	14	All workers over 18 years of age and records of age kept	
	15	Separate toilet facilities for male and female workers available and these facilities are not shared with students	
	16a	Designated OHS officer assigned to support the Works	
	16b	Simple process for workers to raise grievances in place (this can be through the community grievance redress mechanism – see Section 3)	
	16c	Workers provided with PPE (free of charge)	
	16d	At least one worker with current first aid training	

	16e	First aid kit, fire extinguisher and spill kit on site	
	16f	List of emergency contact numbers displayed on a noticeboard in a prominent area of the worksite	
	19a	Induction presentation prepared	
Sourcing of raw materials	17	Aggregate and sand sourced from a licensed supplier or quarry, and supplier license and purchase records kept	
Construction	•		
Community health issues	19	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	19b	Induction provided to all workers and visitors to the site and records kept	
	19c	Job Hazard Analysis (JHA) prepared for riskier activities, including working at heights, heavy lifts (e.g., using crane) and tree felling (see Section 5 for JHA template)	
	19d	Use of alcohol and illegal drugs prohibited and this enforced	
	19e	PPE in good condition, regularly inspected and replaced when needed	
	19d	PPE used when needed and used correctly	
	19f	Worksite free of debris and tripping hazards	
	19g	The right tools are used for the task	
	19h	Site inspections are regularly carried out to identify and address potential safety issues. Records kept	
	19i	Workers encouraged to raise safety issues (e.g., directly with supervisors, at pre-start, during site inspection)	

	19j	Incidents are managed, reported and investigated (see Section 6 for incident reporting procedure)	
	20	Specific requirements for working at heights to prevent falls or injury to personnel below are implemented	
Hazardous materials management	21a	Chemicals stored in appropriate containers with secondary containment	
	21b	Register of Materials Safety Data Sheets (MSDS) maintained	
	21c	Drips trays or similar used to minimise risk of spills when refueling machinery and equipment	
	21d	Appropriate PPE used when using hazardous materials	
	21e	First aid kit, fire extinguisher and spill kit on site	
	21f	Leftover chemicals that would be considered hazardous waste kept for use on other projects (i.e., not disposed of with general waste)	
Demolition and	22a	Waste minimized through reduction and reuse	
construction waste	22b	Waste neatly sorted and stored in a manner to prevent fire, vermin or water pooling	
	22c	Safety considered (e.g., nails in wood scrap) before any waste is gifted to the school or for community reuse	
	22d	Do not burn waste	
	22e	Waste that cannot be reused is removed from the site and disposed of at a permitted waste facility (i.e., the Yap State Landfill), and records kept (e.g., receipt from the landfill). Waste loads secured for transport to prevent littering	
Project closeout			
Closure	23	Once Works are complete, check that following has	

been completed and document through a site inspection and photographs.	
<ul> <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.

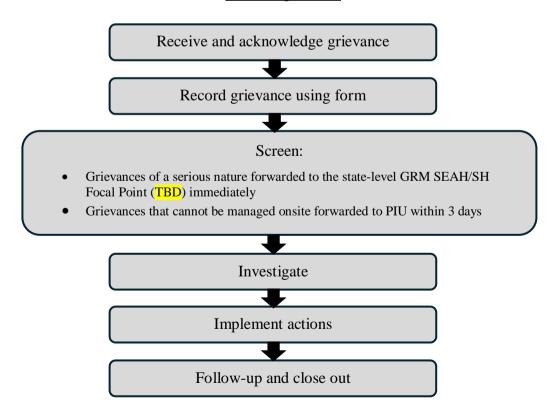
#### **Process:**

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 (<a href="https://dofa.gov.fm/grievance-redress-service/">https://dofa.gov.fm/grievance-redress-service/</a>) or at complaints WB@gov.fm.

\*\*All grievances of a serious nature (including any grievances related to allegations of sexual harassment, sexual abuse, violence, etc.) must be immediately reported to the state-level GRM

SEAH/SH Focal Point (TBD) (with consent of the person lodging the grievance) for their investigation and management\*\*



#### 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 grievances of a serious nature (including any grievances related to allegations of sexual harassment, sexual abuse, violence, etc.) must be immediately reported to the state-level GRM

SEAH/SH Focal Point (TBD) (with consent of the person lodging the grievance) for their investigation and management\*\*

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:  Environmental (noise, dust, spill, odour, etc)  Asset damage Inappropriate behavior Information request Land dispute  Grievance description:	Unsafe work practice Employment or contracting dispute Road closures Other, specify:
Comments or immediate action taken by Senior Sit	
Action(s) taken to resolve grievance (for grievance pass the grievance to the PIU):	s that cannot be managed at site, this would be to
Date(a) action taken:	
Date(s) action taken:	
Date(s) feedback provided to person with the griev	ance:

#### 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 with other Contractor's or Employer's Personnel;
- 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- 8. not engage in 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):

Attachment 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

#### **Attachment 1 to the Worker Code of Conduct for Contractor Personnel**

# Behaviors constituting sexual exploitation and abuse (SEA) and behaviors constituting sexual harassment (SH)

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

- 1. Examples of sexual exploitation and abuse include, but are not limited to:
  - A Contractor's Personnel tells a member of the community that he/she can get them
    jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
  - A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
  - A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
  - A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
  - A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

#### 2. Examples of sexual harassment in a work context:

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

#### 5 TEMPLATE FOR JOB HAZARD ANALYSIS

Description of task:		Date:
Prepared by:	Supervisor:	
Training required:		
Equipment required:		
PPE required:		

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 reoccurrence.
- 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**

In	cident Report Number	:		_ (e.g., IR001,	(IR002, etc)			
In	itial Report (to be com	pleted wi	thi	n 24 hours)				
1.	Incident details							
Date of incident:			Project name:					
T	ime of incident:				Contractor name	<b>:</b>		
Pe	erson who notified of				Person who repo	orted		
th	e incident				the incident to the	ne		
(i	nternally):				PIU:			
D	ate of incident				Date of incident			
no	otification:				reporting (to the	PIU	():	
T	ime of incident				Time of incident	-		
no	otification:				reporting (to the	PIU	():	
2.	Type of incident (che	eck all th	at a	apply)				
	Fatality			Equipment & tools			Theft	
	Lost time injury			Asset damage (contractor)			Vandalism	
	Restricted duties			Asset damag	Asset damage (third party) As		Assault	
	Medical treatment			Flora & faur	na		Kidnapping	
	First aid			Hazardous s	ubstance spill		Threatening behaviour	
	Light vehicle			Pollution of water course			Serious non-compliance	
	Heavy mobile equipm	nent		Fire			Other:	
		<u>-</u>						
	Description of the in	ıcıdent						
	That is the incident?			, 1	1 . 1 .1		1 ('61 ) )	
	hat were the condition							
		e incident	cle	ear and uncon	tested, or are there	e co	nflicting versions? What are	
	ose versions?			10				
Is the incident still ongoing or is it contained?								
Н	ave any relevant autho	rities beei	n ii	ntormed (if re	quired)?			

4. Immediate actions taken in response to the incident			
This may include spill clean-up, transfer of injured party t	o hospital, containme	ent of a fire,	
providing community with clean drinking water, etc.			
Final Report (to be completed after investigation comp	alete)		
5. Immediate actions taken in response to the incident			
Where and when the incident took place			
Who was involved, and how many people/households wer	e affected		
What happened and what conditions and actions influence			
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			
	mials control macaumas	on any avatam	
What were the underlying causes; where there any absent	risk control measures	s or any system	
failures			
6. Corrective actions			
To be tracked to closure			
Corrective action	Responsible	Target close-out	

party	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** Specific Procedures for SEA/SH Grievances

This is the procedure for managing grievances related to allegations of sexual exploitation and abuse (SEA), sexual harassment (SH), and gender-based violence (GBV). This procedure will be implemented by the PIU. Any grievances related to SEA, SA or GBV received by the contractor forwarded (with the consent of the person lodging the grievance) to the PIU.

The process to receive and respond to complaints of GBV, including SEA / SH, will apply a survivor-centred 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. The process will also be accessible, transparent, timely and fair.

Complaints of SEA / SH can be reported through the existing channels of the GRM. In addition, complaints of SEA / SH can be received by focal points at the school and the State Department of Education, including women who the children, parents, teachers and communities' members are likely to feel comfortable reporting to, before being escalated to the PIU. The person who receives the complaint will:

- Tell the survivor about the closest GBV service providers including justice, health, safe accommodation and / or counselling.
- Document and register the complaint.
- Explain the GRM complaints and reporting process to the survivor.

If the survivor chooses to make a formal complaint to the Project, the person who received the complaint will communicate the allegation to the state-level GRM SEA/SH Focal Point. The state-level Focal Point will then report the case to the PIU, which will subsequently inform the CIU as required, within 24 hours of receiving the complaint. The CIU will inform the World Bank within 48 hours of the determination.

The state-level GRM SEAH/SH Focal Point (TBD) will work with the PIU to ensure that the resolution of the complaint is done in accordance with the project GRM but this will include:

- Assess if the allegation is likely linked to the Project.
- Verify if the incident likely occurred.
- Take disciplinary action against the employee.
- Document the complaint and outcome.

[This page is intentionally left blank to indicate the end of the Contractor-ESCoP template.]				

#### ANNEX 6: BID-SECURING DELCARATION FORM

### Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)]
RFQ No.: [insert number of Bidding process]

*[insert signature of person* 

To: [insert complete name of Employer]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting quotations in any contract with the Employer for an indefinite period of time, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity clause 8 of the RFQ or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in clause 8 of the RFQ or any extended date provided by us, (i) fail or refuse to execute the Contract, if required.

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

Name of the Bidder*	[insert complete name the
<u>Bidder</u> ]	
Name of the person duly authorized to sign the name of person duly authorized to sign the B	ne Bid on behalf of the Bidder** [insert complete] id]
Title of the person signing the Bid [insert con	nplete title of the person signing the Bid]

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

Signature of the person named above

whose name and capacity are shown above]

- \*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
- \*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

#### ANNEX 7: ADVANCE PAYMENT SECURITY FORM

## **Advance Payment Security**

#### **Demand Guarantee**

[Guarantor letterhead or SWIFT identifier code]

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

**Date:** [Insert date of issue]

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

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

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

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

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

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank]..

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

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

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

[signature(s)]

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

-

Insert the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."