



GRENADE PORTS AUTHORITY



INVITATION TO TENDER

REMEDIAL WORKS TO TYRELL BAY PORT PASSENGER TERMINAL, CARRIACOU

1. The Grenada Port Authority invites sealed tenders from interested and qualified tenderers to execute **“Remedial Works to the Tyrell Bay Port Passenger Terminal, Carriacou”**.
2. Tendering will be conducted through the open competitive tendering procedures specified in the Public Procurement and Disposal of Public Property Act 2014 (“the Act”), as amended, and the Public Procurement and Disposal of Public Property Regulations 2015 (“the Regulations”).
3. This Procurement is open to all eligible tenderers.
4. Interested eligible tenderers may obtain further information on the Government of Grenada E-Procurement Portal: <https://in-tendhost.co.uk/GND/aspx/Home> or from The Grenada Port Authority by emailing to Mr. Josh Victor, joshvgpa@outlook.com
5. The complete set of the Tender Documents are also available at the Grenada Ports Authority, St. George's.
6. Site visits are scheduled for 1pm on Wednesday 11th & Thursday 12th February at Tyrell Bay Port, Carriacou.
7. Tenders shall be submitted online
Through the Governments e-Procurement Portal stated as follows: <https://in-tendhost.co.uk/GND/aspx/Home>
8. Tenders must be submitted in English at or before **2:30 pm 13th March 2026**. Late tenders will not be accommodated. Tenders will be opened online at 3:00 pm on the same day. A meeting link to attend the bid opening session, via Microsoft teams, will be sent to all Tenderers.
9. Tenders must comprise:
 - (a) The Letter of Tender included in the Bidding Documents which must be completed without any alterations to the text.
 - (b) Valid Tax Compliance and NIS Compliance Certificates.

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Port Manager
Grenada Ports Authority
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GRENADA PORTS AUTHORITY

REMEDIAL WORKS TO TYRELL BAY PORT **PASSENGER TERMINAL, CARRIACOU**

JANUARY 2026

SECTION 1

INSTRUCTIONS TO BIDDERS

SECTION 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

A1.0 Scope of Bid

A1.1 The Grenada Ports Authority referred to as “the Employer” in this document, invites Bids for **Remedial Works to Tyrell Bay Port Passenger Terminal, Carriacou** defined in this document, and referred to as “the Works”.

A2.0 Eligible Bidders

A2.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past twelve (12) months, directly or indirectly, with Grenada Ports Authority or any other entity that has prepared the design, specifications, and other documents for the Project

A3.1 Qualification of the Bidder

A3.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section 2.

A3.3 All bidders shall include the following information and documents with their bids

A3.3.1 total monetary value of construction work performed for each of the last three years.

A3.3.2 experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts.

A3.3.3 major items of construction equipment proposed to carry out the job;

A3.3.4 qualifications and experience of key site management and technical personnel proposed for the Contract;

A3.3.5 evidence of adequacy of working capital for this Contract (access to line(s) of credit and Availability of other financial resources);

A3.3.6 information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

A3.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- A3.4.1 annual volume of construction work of at least the amount specified in the Bidding Data;
- A3.4.2 experience as prime contractor in the construction of at least one (1) works of a nature and complexity equivalent to the Works over the last three (3) years, (to comply with this requirement, works cited should be at least 70 percent complete); **
- A3.4.3 proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment as specified in the Bidding Data.
- A3.4.4 a Site Foreman with a minimum 10 years working experience in works of an equivalent nature and volume.
- A3.4.5 liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data. A consistent history of litigation or arbitration of awards against the Applicant, or any partner of a Joint Venture may result in disqualification.

A4.0 One Bid per Bidder

- A4.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

A5.0 Cost of Bidding

- A5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Grenada Ports Authority will in no case be responsible or liable for those costs.

A6.0 Site Visit

- A6.1 A site visit is scheduled for Wednesday February 11th & Thursday 12th 2026 at 1 pm at Tyrell Bay Port, Carriacou. **B. BIDDING DOCUMENTS**

B1.0 Content of Bidding Documents

- B1.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with B3:

Section	
1	Instructions to Bidders
2	Forms of Bid and Qualification Information
3	Drawings
4	Bill of Quantities

B2.0 Clarification of Bidding Documents

- B2.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Grenada Ports Authority in writing or by email at the Grenada Ports Authority's address indicated in the invitation to bid. The Grenada Ports Authority will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of bids. Copies of the Grenada Ports Authority's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

B3.0 Amendment of Bidding Documents

B3.1 Before the deadline for submission of bids, the Grenada Ports Authority may modify the bidding documents by issuing addenda.

B3.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated through the E-Procurement Portal to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum via a correspondence on the E-Procurement Portal. B3.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Grenada Ports Authority shall extend as necessary, the deadline for submission of bids, in accordance with Section 2.0 below.

C. PREPARATION OF BIDS

C1.0 Language of Bid

C1.1 All documents relating to the Bid shall be in English language.

C2.0 Documents Comprising the Bid

C2.1 The Bid submitted by the Bidder shall comprise the following:

C2.1.1 The Bid (in the format indicated in Section 2);
C2.1.3 Priced Bill of Quantities;
C2.1.4 Qualification Information Form and Documents;
C2.1.5 Work Programme

And any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

C3.0 Bid Prices

C3.1 The Contract shall be for the whole Works, as described in Sub-Clause A1.1, based on the priced Bill of Quantities submitted by the Bidder.

C3.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Grenada Ports Authority when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

C3.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

C4.0 Currencies of Bid and Payment

C4.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the employer's country, which is Eastern Caribbean Dollars.

C5.0 Bid Validity

C5.1 Bids shall remain valid for the period specified of 120 days.

C5.2 In exceptional circumstances, the Grenada Ports Authority may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be by email or through "correspondences" on the e-procurement portal.

C6.0 Format and Signing of Bid

C6.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause C2 of these *Instructions to Bidders*, bound with the volume containing the Form of Bid.

C6.2 The Documents comprising the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses A3.3 (a) or A3.4 (b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

C6.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Grenada Ports Authority, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

D1.0 Submission of Bids

D1.1 The Documents comprising Bids must be submitted electronically only through the e-procurement portal - <https://in-tendhost.co.uk/>

D2.0 Deadline for Submission of Bids

D2.1 Bids shall be submitted to the link specified above no later than **13th March 2026 at 2:30 pm**

D2.2 The Grenada Ports Authority may extend the deadline for submission of bids by issuing an amendment in accordance with Clause B3, in which case all rights and obligations of the Grenada Ports Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

D3.0 Late Bids

D3.1 Any Bid received by the Grenada Ports Authority after the deadline prescribed in Clause D2 will not be accepted.

D4.0 Modification and Withdrawal of Bids

D4.1 Bidders may modify or withdraw their bids through the e-procurement portal before the deadline prescribed in Clause D2.

D4.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses C8 and D1, marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

D4.3 No Bid may be modified after the deadline for submission of Bids.

D4.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause C5.2 may result in the forfeiture of the Bid Security pursuant to Clause C6.

D4.5 Bidders may only offer discounts to or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E. BID OPENING AND EVALUATION

E1.0 Bid Opening

Tenders will be opened online at 3:00 pm on the same day at the Ministry of Finance via Microsoft Teams. A link for joining the opening session will be provided on the deadline day.

E2.0 Process to be Confidential

E2.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such a process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Grenada Ports Authority's processing of bids or award decisions may result in the rejection of his Bid.

E3.0 Clarification of Bids and Contacting the Employer

E3.1 To assist in the examination, evaluation and comparison of bids, the Grenada Ports Authority may, at the Grenada Ports Authority's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdown of unit rates. The request for clarification and the response shall be in by email but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Grenada Ports Authority in the evaluation of the bids in accordance with Clause E5.

E3.2 Subject to Sub-Clause E3.1, no Bidder shall contact the Grenada Ports Authority on any matter relating to its bid from the time of the bidding opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Grenada Ports Authority, it should do so in writing.

E3.3 Any effort by the Bidder to influence the Grenada Ports Authority in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid and possible debarment of the bidder.

E4.0 Examination of Bids and Determination of Responsiveness

E4.1 Prior to the detailed evaluation of Bids, the Grenada Ports Authority will determine whether each Bid (a) meets the eligibility criteria defined in Clause A2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

E5.0 Correction of Errors

E5.1 Bids determined to be substantially responsive will be checked by the Grenada Ports Authority for any arithmetic errors. Errors will be corrected by the Grenada Ports Authority as follows:

E5.1.1 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

E5.1.2 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, unless in the opinion of the Grenada Ports Authority there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

E5.2 The amount stated in the *Bid* will be adjusted by the Grenada Ports Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected,

E7.0 Evaluation and Comparison of Bids

E7.1 The Grenada Ports Authority will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause E4.

E7.1.1 Financial Proposal: Financial Statements for the past 3 years

E7.1.2 Technical Proposal: General Construction Experience 5 years and equipment list

E7.2 In evaluating the bids, the Grenada Ports Authority will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- E7.2.1 making any correction for errors pursuant to Clause E5;
- E7.2.2 excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
- E7.2.3 making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause C7; and
- E7.2.4 making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause D4.5.

E7.3 The Grenada Ports Authority reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Grenada Ports Authority will not be taken into account in Bid evaluation.

E7.5 In the case of several lots, pursuant to Clause E7.2 (d), the Grenada Ports Authority will determine the application of discounts so as to minimize the combined cost of all the lots.

F. AWARD OF CONTRACT

F1.0 Award Criteria

F1.1 Subject to Clause F2, the Grenada Ports Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated responsible Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause A2, and (b) qualified in accordance with the provisions of Clause A3.

F2.0 Employer's Right to Accept any Bid and to Reject any or all Bids

F2.1 Notwithstanding Clause F1, the Grenada Ports Authority reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

F3.0 Notification of Award and Signing of Agreement

F3.1 The Bidder whose Bid has been accepted will be notified of the award by the Grenada Ports Authority prior to expiration of the Bid validity period by email confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Grenada Ports Authority will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

F3.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause F4 and signing the Agreement in accordance with sub-clause F3.3.

F3.3 The Agreement will incorporate all agreements between the Grenada Ports Authority and the successful Bidder. It will be signed by the Grenada Ports Authority and sent to the successful Bidder, within 27 days following the notification of award along with the Letter of Acceptance. Within 27 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Grenada Ports Authority.

F3.4 Upon the furnishing by the successful Bidder, the Grenada Ports Authority will promptly notify the other bidders that their bids have been unsuccessful.

G. BIDDING DATA

A1.1 The Project: **Remedial Works to Tyrell Bay Port Passenger Terminal, Carriacou**

A1.2 Qualification and Experience of key site personnel are:

No.	Personnel	Experience
1	Site Foreman	10 yrs

A1.3 The minimum required annual volume of construction work for the successful Bidder in any of the last three years shall be **Three Hundred Thousand Dollars. (EC\$ 300,000)**

B1.4 The period of Bid validity shall be 120 days ***after the deadline for Bid submission specified in the Bidding Data.***

D1.1.1 The link for the purpose of Bid submission is: <https://in-tendhost.co.uk/GND/aspx/Home>

D2.1 The deadline for submission of bids shall be **13th March, 2026**

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE AND AGREEMENT

TABLE OF STANDARD FORMS

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Standard Form: Contractor's Bid

Notes on Form of Contractor's Bid

The Bidder shall fill in and submit this bid form with the Bid. If the Bidder objects to the Adjudicator proposed by the Grenada Ports Authority in the bidding documents, he should so state in his bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause F6.1 of the Instructions to Bidders.

To Grenada Ports Authority

Address Carenage, St. George's, Grenada

We offer to execute the Works in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of [amount in words] _____

[amount in numbers (_____)] [EC dollars]

The Contract shall be paid in EC dollars.

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

We hereby confirm that this Bid complies with the Bid validity and Bid Securing Declaration required by the bidding documents and specified in the Bidding Data.

Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Contact Number: _____

Address: _____

Standard Form: Qualification Information

1.1 Individual Bidders

Place of registration: _____

Principal place of business: _____

1.2 Major items of Contractor's Equipment proposed for carrying out the Works. List all the information requested below: Refer to Sub-Clause A3.3 c of Instructions to Bidders

Item of Equipment	Description Make And Age (years)	Condition (new, good, Poor) and no. available	Owned, Leased or to be Purchased
Scaffolding			
Ransom			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to Sub-clause A3.3 e of the Instructions to Bidders.

Position	Name	Years of Experience (general)	Years of Experience in Proposed Position
Site Foreman			

1.6 Proposed program (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

Drawings
&
Bills Of Quantities

Form of Bid-Securing Declaration

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid;
or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder*

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

Title of the person signing the Bid _____ Signature _____

of the person named above _____ Date _____

signed _____ d _____

ay of _____ , _____

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

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

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

Performance Security (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier
code]*

Beneficiary: *[insert name and Address of*

Purchaser] Date: [Insert date of issue]

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

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

We have been informed that *[insert name of Supplier, 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 supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

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

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

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser might consider adding the following text to the form, at the end of the penultimate*

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)]

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with the Ministry of Mobilisation, Implementation and Transformation for Upgrade Works at St. Georges General Hospital – Intensive Care Unit and Rathdune Building. These Works will be carried out at the St. Georges General Hospital, at Grand Etang Road, St. Georges. 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'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 serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other 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 Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of 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's 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's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'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's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____