

REPUBLIC OF SOUTH SUDAN



Ministry of Finance and Planning



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PPDAA
Public Procurement &
Disposal of Assets Authority

BIDDING PROCESS FOR WORKS

Trial Edition July 2026



Value for Money



Fairness



Transparency



Competition



Integrity



Accountability

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PREAMBLE

Sample Documents for Procurement of Works

This collection contains sample documents illustrating the principal bidding, evaluation, award and contract-formation requirements for the procurement of works by Procuring Entities in the Republic of South Sudan. It is intended to help procurement practitioners understand how the relevant standard documents and forms may be completed and adapted for a particular works procurement.

For consistency, the examples are based primarily on a fictional procurement for the upgrading of approximately 12 kilometres of the Gudele–Luri Road, including drainage, road-safety and associated works. The names of Procuring Entities, projects, bidders, officers, firms, addresses, dates, quantities, prices and other particulars used in the samples are illustrative unless expressly stated otherwise.

The collection includes examples of:

1. Invitations for bids and bidding documents;
2. Bid Data Sheets and evaluation and qualification criteria;
3. Works requirements, technical specifications, drawings and Bills of Quantities;
4. Bidder-completed forms, declarations and securities;
5. Bid opening, evaluation and post-qualification documents;
6. Evaluation Committee submissions to the Procurement Committee;
7. Notifications of intention to award and letters of acceptance; and
8. Contract agreements, performance securities and related contract forms.

The samples are provided for illustration, training and adaptation. They do not replace the standard bidding documents, procedural forms or guidelines issued by the Public Procurement and Disposal of Assets Authority. They must be read and applied together with the Public Procurement and Disposal of Assets Act, 2018; the Public Procurement and Disposal of Assets Regulations, 2024; applicable guidelines issued by the Authority; and the approved requirements of the particular procurement.

Before using any sample for an actual procurement, the Procuring Entity must adapt it to the nature, scope, value, complexity and risks of the proposed works. In particular, it must verify and reconcile:

- the approved procurement method;
- the source and conditions of financing;
- the description and scope of the works;
- the technical specifications, drawings and Bill of Quantities;
- the engineer's estimate and available budget;
- the evaluation and qualification criteria;
- the contract type and completion period;
- the defects-notification period;
- the applicable currencies, taxes and price-adjustment provisions;
- bid, performance, environmental and social, and advance-payment security requirements;

- environmental, social, health and safety obligations;
- procurement deadlines and approval requirements; and
- the names, addresses and contact details of the parties concerned.

Qualification requirements relating to financial capacity, construction turnover, similar-contract experience, personnel, equipment and key activities must be proportionate to the proposed works. They should be based on the engineer's estimate, anticipated cash flow, contract duration, market conditions and procurement risks. Requirements must not be designed or applied in a manner that unnecessarily restricts competition or favours a particular bidder.

All entries shown in colour represent illustrative or project-specific information. Such entries must be reviewed, verified and replaced with approved procurement information before the documents are issued. Drafting instructions, explanatory notes, bracketed text and italicized guidance must be removed from the final documents where required.

The Procuring Entity must ensure consistency among the Invitation for Bids, Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, bidding forms, Works Requirements, Bill of Quantities, Conditions of Contract and contract forms. Any inconsistency identified before the bid-submission deadline must be corrected through an approved addendum communicated simultaneously to all affected bidders.

Bids must be evaluated only against the criteria and requirements stated in the issued bidding document. No new evaluation criterion, qualification requirement or contractual condition may be introduced after bids have been opened. The evaluation process and recommendations must be properly documented and submitted to the appropriate approving authority.

These samples are intended to promote consistency, transparency, accountability and good procurement practice. Users must exercise professional judgement and obtain the required technical, procurement, financial and legal reviews before adopting or issuing any document.

Important notice: These are fictional examples prepared for illustration and training. They must not be copied and used in an actual procurement without verification, adaptation and approval by the competent authorities of the Procuring Entity.

PROCUREMENT DOCUMENTS

BIDDING DOCUMENT FOR PROCUREMENT OF SMALL WORKS

UPGRADING OF APPROXIMATELY 12 KM OF THE

GUDELE–LURI ROAD

Including Drainage, Road-Safety and Associated Works

NATIONAL COMPETITIVE BIDDING (NCB)

Exclusive preference for eligible local firms

Bid No.:	MoRB/JURIP/2026–2027/W/001
Project:	Juba Urban Roads Improvement Project
Procuring Entity:	Ministry of Roads and Bridges
Financing:	Government of the Republic of South Sudan
Issued on:	15 September 2026

REPUBLIC OF SOUTH SUDAN
MINISTRY OF ROADS AND BRIDGES

SAMPLE DOCUMENT — FOR ILLUSTRATION AND ADAPTATION

SECTION 1 — INVITATION FOR BIDS

Project: Juba Urban Roads Improvement Project

Reference No. (as per Procurement Plan): MoRB/JURIP/2026–2027/W/001

1. This Invitation for Bids follows the General Procurement Notice for this Project which appeared in the Juba Monitor and on the PPDA Tender Portal on 3 August 2026.
2. The Ministry of Roads and Bridges has received a grant from the International Development Association (IDA) towards the cost of the Juba Urban Roads Improvement Project, and it intends to apply part of the proceeds of this grant to cover eligible payments under the contract for Upgrading of the Gudele–Luri Road, including drainage, road-safety and associated works.
3. The Ministry of Roads and Bridges now invites sealed bids from eligible bidders for the upgrading of approximately 12 kilometres of the Gudele–Luri Road in Juba County, Central Equatoria State, including earthworks, pavement, drainage structures, road furniture, street lighting at selected junctions, and environmental and social mitigation measures. The intended construction period is eighteen (18) months. A margin of preference of 10% shall apply to eligible domestic contractors in accordance with the bidding document.
4. Bidding will be conducted through the National Open Competitive Bidding procedures as specified in the Public Procurement and Disposal of Assets Act, 2018 and the Public Procurement and Disposal of Assets Regulations, 2024 and is open to all eligible bidders as defined in the Act and the Regulations.
5. Interested eligible bidders may obtain further information from the Ministry of Roads and Bridges, Procurement Unit; Mr. Deng Akol Deng, Head of Procurement; procurement@morib.gov.ss and inspect the bidding documents during office hours from 9:00 a.m. to 4:00 p.m., Monday to Friday, except public holidays at the address given below.
6. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of a non-refundable fee of SSP 500,000 (South Sudanese Pounds Five Hundred Thousand). The method of payment will be direct deposit into the Ministry's designated revenue account; payment details will be issued by the Procurement Unit. The document will be sent by collection in person or by e-mail upon confirmation of payment.
7. Bids must be delivered to the address below on or before 10:00 a.m. local time on 15 September 2026. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below on 15 September 2026 at 10:15 a.m. local time.
8. All bids must be accompanied by a Bid Security of SSP 150,000,000 (South Sudanese Pounds One Hundred Fifty Million).
9. The address referred to above is:

Office: Ministry of Roads and Bridges — Procurement Unit, Room 204

Attention: Mr. Deng Akol Deng, Head of Procurement

Address: Ministries Complex, Juba, Central Equatoria State

Postal address: P.O. Box 123, Juba, Republic of South Sudan

Telephone: +211 92 000 0000

E-mail: procurement@morib.gov.ss

Important: All blue text is illustrative project-specific information and must be verified and replaced with approved procurement data before publication.

Section II - Instructions to Bidders

Instruction to Bidders (ITB) to be used for this Bid shall be the ***“ITB for the Standard Bidding Document for Procurement of Small Works under National Competitive Bidding”*** issued by the Public Procurement and Disposal of Assets Authority available on PPDA’s Website www.ppdaa.gov.ss

SAMPLE DOCUMENT — FOR ILLUSTRATION AND ADAPTATION

SECTION III — BID DATA SHEET (BDS)

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001

Blue text represents illustrative project-specific insertions and must be verified before issue.

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is: MoRB/JURIP/2026–2027/W/001 The Employer is: Ministry of Roads and Bridges, Republic of South Sudan
ITB 1.1	The name of the bidding process is: Upgrading of the Gudele–Luri Road, including drainage, road-safety and associated works The identification number is: MoRB/JURIP/2026–2027/W/001 Lots: One (1) lot. The Works are not divided into separate lots.
ITB 2.1	The Procuring Entity is: Ministry of Roads and Bridges The Project is: Juba Urban Roads Improvement Project Loan or Financing Agreement amount: USD 40,000,000 equivalent (illustrative IDA grant amount)
ITB 4.1	Maximum number of members in a Joint Venture: Three (3)
ITB 4.4	The list of debarred firms and individuals is available from the PPDAA website and Tender Portal: https://tenderportal.ppdaa.gov.ss
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Procuring Entity’s address is: Attention: Mr. Deng Akol Deng, Head of Procurement Street address: Ministries Complex Floor/Room: Second Floor, Room 204 City/Country: Juba, Republic of South Sudan Telephone: +211 92 000 0000 E-mail: procurement@morib.gov.ss Requests for clarification must be received no later than fourteen (14) days before the bid-submission deadline.
ITB 7.1	Web page: https://tenderportal.ppdaa.gov.ss

ITB 7.4	A Pre-Bid meeting shall take place. Date and time: 20 August 2026 at 10:00 a.m. local time Place: Conference Hall, Ministry of Roads and Bridges, Ministries Complex, Juba A site visit conducted by the Procuring Entity shall be organized immediately after the Pre-Bid meeting.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1(b)	The following schedules shall be submitted with the Bid: priced Bill of Quantities; construction programme; equipment schedule; key personnel schedule; cash-flow forecast; and schedule of payment currencies.
ITB 11.1(h)	The Bidder shall submit: Code of Conduct for Contractor's Personnel; Environmental and Social Management Strategies and Implementation Plans; Traffic Management Plan; Occupational Health and Safety Plan; Community Health and Safety Plan; SEA/SH Prevention and Response Action Plan; Waste Management Plan; and Emergency Preparedness and Response Plan.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	Prices quoted by the Bidder shall be subject to adjustment during contract performance in accordance with the price-adjustment provisions in the Conditions of Contract.
ITB 15.1	Prices shall be quoted in South Sudanese Pounds (SSP); foreign-currency requirements may be quoted in up to three freely convertible currencies.
ITB 18.1	The Bid shall be valid until 13 January 2027.
ITB 18.3(a)	During an extension of bid validity, the local-currency portion shall be adjusted using the latest official Consumer Price Index published by the National Bureau of Statistics, and foreign-currency portions using the official inflation index of the country of the relevant currency.
ITB 19.1	A Bid Security shall be required. A Bid-Securing Declaration shall not be required. Amount: SSP 150,000,000 (South Sudanese Pounds One Hundred Fifty Million).
ITB 19.3(d)	Other acceptable securities: None, other than the forms permitted under ITB 19.3(a)–(c).
ITB 19.9	Not applicable because a Bid Security is required.
ITB 20.1	In addition to the original Bid, the number of copies is: Two (2) hard copies and one (1) electronic copy on a USB drive.
ITB 20.2	Authorization to sign shall consist of: a notarized power of attorney executed by a person authorized to bind the Bidder; for a JV, authorization by all JV members or by the authorized lead member as provided in the JV agreement.

D. Submission and Opening of Bids	
ITB 22.1	Bidders shall not have the option of submitting Bids electronically. Submission address: Attention: Mr. Deng Akol Deng, Head of Procurement Street address: Ministries Complex Floor/Room: Second Floor, Room 204 City/Country: Juba, Republic of South Sudan Deadline: 15 September 2026 at 10:00 a.m. local time.
ITB 25.1	Bid opening address: Conference Hall, Ministry of Roads and Bridges, Ministries Complex, Juba Date and time: 15 September 2026 at 10:15 a.m. local time.
ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initiated by three (3) representatives of the Employer. Each original Bid shall be numbered and initialed on the Letter of Bid, priced Bill of Quantities and every page containing a modification. Any modification to a unit or total price shall be initialed by all three representatives.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency for evaluation and comparison is: South Sudanese Pounds (SSP). Source of exchange rate: Bank of South Sudan official selling exchange rate. Exchange-rate date: 15 September 2026.
ITB 33.1	A margin of preference shall apply. The margin is 10% for eligible domestic contractors and the application methodology shall be as stipulated in the Evaluation and Qualification Criteria.
ITB 34.1	The Procuring Entity does not intend to execute specific parts of the Works through subcontractors selected in advance.
ITB 34.3	Maximum subcontracting permitted: 30% of the total contract amount. Bidders proposing to subcontract more than 10% shall identify the activities and proposed subcontractors in the Letter of Bid. The Bidder shall meet the qualification criteria without relying on subcontractors' qualifications.
F. Award of Contract	
ITB 42.1–42.2	The successful Bidder shall be required to submit an Environmental, Social, Health and Safety Performance Security in the amount stated in the Particular Conditions of Contract.
ITB 43.1	The Adjudicator proposed by the Procuring Entity is: Eng. Peter Lado Wani, Chartered Civil Engineer and Accredited Adjudicator, P.O. Box 456, Juba, Republic of South Sudan. Hourly fee: USD 200 equivalent, payable in SSP at the Bank of South Sudan official rate on the date of payment. Biographical data: BSc Civil Engineering; MSc Construction Law and Dispute Resolution; over 20 years' experience in road works, contract administration and construction adjudication. Detailed curriculum vitae shall be included in the bidding document.

Important: All blue entries are illustrative and must be reconciled with the approved Procurement Plan, financing agreement, cost estimate, procurement schedule and final Conditions of Contract before issue.

SECTION IV — EVALUATION AND QUALIFICATION CRITERIA

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001

Important: All blue entries are illustrative project-specific insertions and must be verified before issue.

Purpose and application

This Section contains the only criteria that the Procuring Entity shall use to evaluate Bids and qualify Bidders in accordance with ITB 35 and ITB 37. No other methods, criteria or factors shall be used. The Bidder shall provide all information requested in the bidding forms.

For monetary amounts stated in foreign currencies, Bidders shall provide the SSP equivalent. Construction turnover and annual financial data shall use the exchange rate on the last day of the relevant calendar year; a single contract value shall use the rate on the contract date. Exchange rates shall be obtained from the [Bank of South Sudan official published exchange rate](#).

1. Margin of Preference

A margin of preference of [10% \(ten percent\)](#) shall apply to eligible domestic contractors in accordance with ITB 33.1. Responsive Bids shall be classified as Group A (eligible domestic contractors) and Group B (other contractors). If the lowest evaluated Group B Bid is lower than the lowest Group A Bid, 10% of each Group B evaluated price—after correction of arithmetic errors and unconditional discounts and excluding provisional sums and dayworks—shall be added solely for comparison. Award shall be made to the lowest evaluated Bid after applying this procedure, subject to qualification.

2. Evaluation

In addition to ITB 35.2(a)–(e), evaluation shall consider: [technical responsiveness; work methodology; programme and mobilization; key personnel; major equipment; material sources; environmental and social management; price adjustment; domestic preference; and demonstrated qualification](#).

2.1 Adequacy of Technical Proposal

The Technical Proposal shall be evaluated on a [pass/fail basis](#). It must demonstrate a coherent methodology and mobilization of personnel, equipment and materials consistent with the [18-month completion period](#) and Section VIII—Works Requirements. A materially deficient methodology, programme, personnel schedule, equipment schedule or ES management proposal shall render the Bid non-responsive.

Component	Minimum acceptable evidence
Methodology	Sequence for earthworks, drainage, pavement, junctions, safety works and traffic accommodation.
Programme	Resource-loaded programme showing mobilization, critical path, milestones and completion within 18 months.
Resources	Availability and deployment schedule for required personnel, plant and material sources.
Quality	Project-specific QA/QC plan, laboratory arrangements and inspection/testing procedures.
ESHS	Code of Conduct and project-specific ES Management Strategies and Implementation Plans.

2.2 Multiple Contracts

Not applicable. The procurement comprises **one contract and one lot**.

2.3 Alternative Completion Times

Not applicable. Alternative completion times **are not permitted** under ITB 13.2.

2.4 Technical Alternatives

Not applicable. Alternative technical solutions **are not permitted** under ITB 13.4.

2.5 Specialized Subcontractors

Specialized subcontractors may be proposed for **street-lighting electrical works, specialized road-safety installations and laboratory testing**. Their specific experience may be considered only for the specialized works assigned to them. Their general experience and financial resources shall not be added to those of the Bidder.

3. Qualification

No.	Subject	Requirement	Single Entity	JV: All Combined	JV: Each Member	JV: One Member	Documents
1	ELIGIBILITY						
1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet	Must meet	Must meet	N/A	ELI 1.1 & 1.2
1.2	Conflict of Interest	No conflict of interest under ITB 4.2.	Must meet	Must meet	Must meet	N/A	Letter of Bid
1.3	Eligibility	Not declared ineligible under ITB 4.4–4.7.	Must meet	Must meet	Must meet	N/A	Letter of Bid
1.4	Government-Owned Entity	Meets conditions of ITB 4.5.	Must meet	Must meet	Must meet	N/A	ELI 1.1 & 1.2
2. HISTORICAL CONTRACT NON-PERFORMANCE							
2.1	Non-performing Contracts	No contract non-performance due to contractor default since 1 January 2021.	Must meet	Must meet	Must meet	N/A	CON-2
2.2	Suspension	Not suspended under a Bid-Securing Declaration or Bid withdrawal provision.	Must meet	Must meet	Must meet	N/A	Letter of Bid
2.3	Pending Litigation	Financial position remains sound assuming all pending litigation is resolved against the Bidder.	Must meet	N/A	Must meet	N/A	CON-2
2.4	Litigation History	No consistent history of adverse court/arbitral awards since 1 January 2021.	Must meet	Must meet	Must meet	N/A	CON-2

No.	Subject	Requirement	Single Entity	JV: All Combined	JV: Each Member	JV: One Member	Documents
2.5	ESHS Past Performance	Declare civil-works contracts suspended/terminated or securities called for ESHS breach during the past five years.	Declare	N/A	Each declares	N/A	CON-3
3 FINANCIAL SITUATION AND PERFORMANCE							
3.1	Financial Capabilities	Access to liquid assets, lines of credit and other financial means of at least SSP 3,000,000,000, net of other commitments; adequate finance for current commitments; audited financial statements for the last 3 years.	Must meet	Must meet	N/A	One member ≥40%; each member ≥25%	FIN-3.1
3.2	Average Annual Construction Turnover	Minimum SSP 12,000,000,000, calculated from certified construction payments over the last 5 years.	Must meet	Must meet	Each ≥25%	One ≥40%	FIN-3.2
3.3	Current Commitments	Adequate sources of finance for works in progress and future commitments.	Must meet	Must meet	N/A	N/A	FIN-3
4	EXPERIENCE						
4.1(a)	General Construction Experience	At least 5 years' construction experience starting 1 January 2021.	Must meet	N/A	Must meet	N/A	EXP-4.1
4.2(a)	Similar Contract Experience	Between 1 January 2021 and the Bid deadline: at least 2 substantially completed road contracts, each of minimum value SSP 8,000,000,000; or 1 contract of at least SSP 16,000,000,000.	Must meet	Must meet	N/A	N/A	EXP-4.2(a)

No.	Subject	Requirement	Single Entity	JV: All Combined	JV: Each Member	JV: One Member	Documents
4.2(c)	ES Management Experience	Since 1 January 2021, experience managing traffic safety, community health and safety, labour influx, worker OHS, grievance mechanisms, and SEA/SH risks on at least one comparable road contract.	Must meet	Must meet	Each: OHS and Code of Conduct	One: all aspects	EXP-4.2(c)

3.1 Experience in Key Activities

Key activity	Minimum successfully completed experience
Earthworks	At least 250,000 m³ of excavation, embankment and selected fill in any 12-month period.
Granular pavement	At least 80,000 m³ of subbase/base production, placement and compaction in any 12-month period.
Bituminous works	At least 60,000 tonnes of asphalt or equivalent bituminous surfacing in any 12-month period.
Drainage structures	At least 12 km of side drains and 20 box/pipe culverts completed under one or more contracts.
Traffic management	Maintenance of live public traffic through a road-work site for at least 10 continuous km.
Road safety	Installation of signs, markings, guardrails and pedestrian-safety facilities on a comparable urban road.

3.2 Key Personnel

Position	Minimum qualification	Relevant experience	Similar-role experience
Project Manager	BSc Civil Engineering; professional registration	15 years	8 years; 2 similar projects
Construction Manager	BSc Civil/Highway Engineering	12 years	7 years; 2 similar projects
Highway/Pavement Engineer	BSc Civil/Highway Engineering	10 years	6 years
Structural/Drainage Engineer	BSc Civil/Structural Engineering	10 years	5 years
Materials/QA Engineer	BSc Civil/Materials Engineering	10 years	5 years
Quantity Surveyor	Degree in Quantity Surveying	8 years	5 years
Environmental Specialist	Relevant degree	8 years	5 years on civil works
Social/GBV Specialist	Relevant degree	8 years	5 years on civil works
OHS Manager	Relevant degree and OHS certification	8 years	5 years on civil works
Surveyor	Degree/diploma in surveying	8 years	5 years

3.3 Major Equipment

Equipment	Minimum number	Essential capacity/condition
Asphalt batching plant	1	≥120 tonnes/hour
Crushing/screening plant	1	≥150 tonnes/hour
Motor graders	3	≥140 HP
Bulldozers	2	≥200 HP
Excavators	4	≥1.0 m ³ bucket
Wheel loaders	3	≥2.5 m ³ bucket
Vibratory rollers	4	≥10 tonnes
Pneumatic-tyred rollers	2	≥20 tonnes
Asphalt pavers	2	Electronic control; ≥6 m paving width
Water bowsers	4	≥10,000 litres
Tipper trucks	15	≥15 tonnes
Mobile concrete batching plant	1	≥30 m ³ /hour
Materials laboratory	1 set	Fully equipped for soil, aggregate, concrete and asphalt testing

Qualification decision

A Bidder must satisfy every applicable pass/fail requirement. Failure to meet a minimum eligibility, historical performance, financial, experience, personnel or equipment requirement shall result in disqualification. Substitution of key personnel or equipment after award shall be permitted only under the Contract and with the Employer's prior approval.

Important: The financial and production thresholds above are illustrative. They must be validated against the final engineer's estimate, contract duration, cash-flow forecast, market capacity and risk assessment before the bidding document is issued.

Section V - Bidding Forms

Letter of Bid

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

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

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

Bid No.: *[insert number of bidding process]*

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

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

To: *[insert complete name of Procuring Entity]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the **Authority** based on execution of a Bid Securing Declaration in the Republic of South Sudan in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- (g) Our bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (h) If our bid is accepted, we commit to obtain a performance security *[and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable]* in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of South Sudan under South Sudan's laws or any other official regulations.
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹

¹ Bidder to use as appropriate

- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

(m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

*: In the case of the Bid submitted by 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 Schedules.

Schedules

1. Priced Bill of Quantities

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 PE when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. However, failure to quote for a major item in the tender will form a justifiable ground for rejection of tender.

On the other hand, if the Bidder introduces new Bill of Quantities items not specified in the Tendering documents the new items, corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.

2. Schedule of Payment Currencies

For*insert name of Section of the Works*

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Tender Price (TTP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL TENDER PRICE (Including provisional sum)				

3. Schedule of Cost Indexation

[**Note to PE:** It is recommended that the PE is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved]

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

"P_n" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the **SCC**;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

"L_n", "E_n", "M_n", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"L_o", "E_o", "M_o", are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

4. Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Bidder's related currency amount	Range of weighting Proposed by the Procuring Entity	Bidder's proposed weighting
	Non-adjustable	—	—	—	a: ____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: ____* b: ____ c: ____ d: ____ e: ____ etc.
Total						1.00

[* To be entered by the PE. Whereas "a" should a fixed percentage, b, c, d and e should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

State type: [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Bidder's proposed weighting
	Non-adjustable	—	—	—		a: ____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: ____* b: ____ c: ____ d: ____ e: ____ etc.

[* To be entered by the PE. Whereas "a" should a fixed percentage, b, c, d and e should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the PE]

Invitation for Bids No.: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid 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 letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social, Safety (ES) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

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

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], authorized to transact business in the Republic of South Sudan, as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called "the Employer") in the sum of [amount of Bond]² [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20__, for the supply of [name of Contract] (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Employer's bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature) (Signature)
(Printed name and title) (Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Republic of South Sudan or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

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

Bid No.: *[insert number of bidding process]*

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

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 proposals in any contract with the procuring entities in the Republic of South Sudan for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

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

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

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

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

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

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

*: In the case of the Bid submitted by 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.]

Technical Proposal Forms

- Key Personnel Schedule
- Equipment
- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- ESHS Management Strategies and Implementation Plans
- Code of Conduct (ESHS)
- Others

Form PER -1

Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Sexual Exploitation, Abuse and Harassment Expert <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER-2:

Resume and Declaration Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organization

[insert Site Organization information]

The Bidder shall include hereunder an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

The chart shall be sufficiently detailed to enable an assessment of the number of supervisory staff and foremen available on site to the extent that CVs requested under Personnel, such candidate shall be identifiable on the attached organization diagram.

Method Statement

[insert Method Statement]

The Bidder is expected hereunder to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme

Mobilization Schedule

[insert Mobilization Schedule]

The Bidder is required to present the timeline for establishing his site camp, Project Manager's fully equipped site office as well as fully laboratory for the sole use of the Project Manager, mobilization of resources i.e. personnel, equipment and materials.

Construction Schedule

[insert Construction Schedule]

The Bidder is required to submit Construction Schedule showing time taken and resources required in execution of various tasks, presented in bar chart, preferably, using Microsoft Project. The Construction Schedule must reflect construction period stipulated in the Tendering Documents.

BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS

ES Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

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

Note to the Employer:

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 [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'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 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 name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

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

- A 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.

Others

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section IV (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Bidder Information Form

Date: _____
Bid No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
E-mail address: _____
1. Attached are copies of original documents of
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.
☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:
• Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

Bid No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.

☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
 Date: _____
 Joint Venture Member's Name _____
 Bid No. and title: _____
 Page _____ of _____ pages

Non-Performed Contracts in accordance with Section IV, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section IV, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section IV, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and SPP equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section IV, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section IV, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section IV, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), SPP Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section IV, Evaluation and Qualification Criteria			

☐ No Litigation History in accordance with Section IV, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
☐ Litigation History in accordance with Section IV, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), SPP Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3:Environmental and Social

Performance Declaration

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

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

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

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

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

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

Environmental and Social Performance Declaration

in accordance with Section IV, Qualification Criteria, and Requirements

☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section IV, Qualification Criteria, and Requirements, Sub-Factor 2.5.

☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section IV, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and SPP equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ESHS performance

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

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Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Bid No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years,				
	(amount in currency, currency, exchange rate, SPP equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (SPP equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements³ for the _____ years required above; and complying with the requirements

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Bid No. and title: _____

Page _____ of _____ pages

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	SPP equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

³ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN-3: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current SPP equivalent)	Estimated completion date	Average monthly invoicing over last six months (SPP/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
 Date: _____
 Joint Venture Member's Name: _____
 Bid No. and title: _____
 Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____	

	Address: _____	
	Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____
 Date: _____
 Joint Venture Member's Name: _____
 Bid No. and title: _____
 Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	SPP *			
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name⁴ (as per ITB 34.2 and 34.3): _____

Bid No. and title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITB 34.2 and 34.3): _____

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			SPP	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

2. Activity No. Two

Information	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

⁴ If applicable.

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Bid No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c):

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount				SPP
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c):

3. Key Requirement no 3 in accordance with 4.2 (c):

SECTION VI — ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services

Juba Urban Roads Improvement Project | MoRB/JURIP/2026–2027/W/001

1. In reference to ITB 4.7 and ITB 5.1, for the information of Bidders, at the time this illustrative bidding document was prepared, firms, goods and services from the following countries are excluded from this bidding process:

Applicable ITB provision	Countries excluded
Under ITB 4.7(a) and ITB 5.1	None
Under ITB 4.7(b) and ITB 5.1	None

Important verification requirement: "None" is an illustrative insertion only. Before issue, the Procuring Entity must confirm whether any country restriction applies under South Sudanese law or regulation, the financing agreement, or a binding decision of the United Nations Security Council. Section VI must be updated if any restriction applies

Section VII. Corrupt and Fraudulent Practices

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of South Sudan. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

This company _____ [*name of company*] places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁵.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

⁵Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

This company _____ *[name of company]* has issued, for the purposes of this tender, a Compliance Program copy attached⁶ - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

⁶Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme.

PART 2 — PROCURING ENTITY’S REQUIREMENTS

SECTION VIII — WORKS REQUIREMENTS

Upgrading of the Gudele–Luri Road, Juba County

MoRB/JURIP/2026–2027/W/001

SAMPLE — PROJECT-SPECIFIC REQUIREMENTS ARE SHOWN IN BLUE

1. Scope and Intended Outcome

The Works comprise upgrading approximately 12 km of the Gudele–Luri Road in Juba County, Central Equatoria State, including site establishment, surveys, clearing, earthworks, formation improvement, granular pavement layers, asphalt surfacing, drainage structures, junction/access improvements, road-safety facilities, selected street lighting, environmental and social mitigation, testing, as-built records and handover. The intended completion period is 18 months.

2. Bill of Quantities

The BOQ provides measurable work items for Bid pricing and periodic valuation. Rates shall include labour, materials, plant, supervision, overheads, profit, temporary works, quality control and applicable ES obligations unless separately itemized. Final quantities must be confirmed from issued-for-bid drawings and the Engineer’s measurement.

Item	Description	Unit	Estimated quantity
1.1	Mobilization, securities, insurances and site establishment	LS	1
1.2	Project Manager’s fully equipped site office and dedicated laboratory	LS	1
2.1	Clearing, grubbing and removal of obstructions	ha	24
2.2	Common excavation and disposal/reuse	m ³	180,000
2.3	Selected fill and embankment	m ³	120,000
2.4	Formation improvement / capping layer	m ³	36,000
3.1	Granular subbase	m ³	72,000
3.2	Crushed-stone base	m ³	54,000
3.3	Prime coat	m ²	108,000
3.4	Tack coat	m ²	108,000
3.5	Asphalt concrete surfacing	tonne	42,000
4.1	Pipe culverts of various diameters	m	1,800
4.2	Reinforced-concrete box culverts	m	420
4.3	Lined and unlined side drains	m	18,000
4.4	Catchpits, headwalls, outlets and erosion protection	LS	1
5.1	Junction and property-access improvements	LS	1
5.2	Road signs, markings, delineators and guardrails	LS	1
5.3	Pedestrian-safety facilities	LS	1
5.4	Selected street-lighting system	LS	1
6.1	Traffic management and maintenance of access	LS	1
6.2	Environmental and social mitigation and reinstatement	LS	1
6.3	Testing, as-built drawings, manuals and handover	LS	1
PS	Provisional Sum for instructed additional ES outcomes	PS	1

No Daywork Schedule is included in this sample. Dayworks may be used only if expressly instructed and valued under the Contract. The Provisional Sum may be expended only on the Project Manager's written instruction and does not form part of the Contractor's competitive rates.

3. Technical Specifications

The Contractor shall comply with the project specifications, drawings, applicable South Sudan requirements and recognized international highway standards. All incorporated materials shall be new and fit for purpose. Proposed equivalent standards shall provide equal or higher quality and require prior written approval.

Work element	Minimum requirement / acceptance basis
Survey and setting out	Verified control network; approved setting-out records; progressive as-built surveys.
Earthworks	Approved sources; controlled layer thickness; moisture conditioning; specified compaction; proof-rolling and testing.
Subbase and base	Source approval; grading/plasticity/strength compliance; trial section; density, thickness, levels and regularity acceptance.
Asphalt	Approved job-mix formula; calibrated plant; paving trials; controlled temperature, joints and compaction; extraction, core and smoothness tests.
Concrete and drainage	Approved materials/mix; safe excavation; reinforcement/formwork inspection; slump/cube testing; curing and hydraulic functionality.
Road safety	Approved signs, markings, barriers and pedestrian facilities; visibility and installation inspections.
Street lighting	Qualified specialist; approved electrical materials; earthing, insulation and illumination tests; commissioning records.
Quality records	Inspection and test plans, material approvals, calibration, daily records, NCR system and complete test dossier.

3.1 Equivalency of Standards and Codes

Where the Contract refers to a specific standard, the latest applicable edition shall apply unless stated otherwise. An authoritative alternative that ensures substantially equal or higher quality may be accepted with the Project Manager's prior written consent. The Contractor shall submit a clause-by-clause comparison at least 28 days before the proposed use. If equivalence is not demonstrated, the specified standard shall apply.

4. Environmental, Social, Health and Safety Requirements

The Contractor shall prepare and implement an approved C-ESMP and topic plans before relevant activities. Requirements apply to the Contractor and all subcontractors. Performance shall be monitored through inspections, records, incidents, grievances, training and monthly reporting.

Outcome area	Minimum contractual outcome / evidence
Environmental protection	Avoid unnecessary clearing; control dust, noise, erosion, sediment, waste and spills; use permitted sources; reinstate disturbed land.
Occupational health and safety	Safe systems, risk assessments, permits to work, PPE, competent supervision, plant inspection, first aid and emergency response.
Community health and traffic safety	Maintain safe access, pedestrian routes, signs, barriers, speed control, emergency coordination and incident response.
Labour and working conditions	Written terms, fair treatment, lawful recruitment, worker grievance mechanism, welfare and prohibition of forced or child labour.
Stakeholder engagement	Advance notices, accessible grievance channels, response/closure records and protection from retaliation.
SEA/SH risk management	Code of Conduct, induction/refresher training, confidential reporting channels, referral mapping and survivor-centred handling by qualified personnel.

Vulnerable persons and inclusion	Reasonable access and consultation measures for persons with disabilities, elderly persons, women and other vulnerable groups.
Monitoring and reporting	Daily/weekly inspections; monthly report; prompt serious-incident notification; corrective-action tracking and ES close-out report.

Payment for routine ES obligations is deemed included in the relevant BOQ rates. The Provisional Sum for additional ES outcomes may be used only for separately instructed activities that are outside the priced routine obligations.

5. Contractor's Representative and Key Personnel

No.	Position / specialization	Minimum academic or professional qualification	Minimum relevant experience
1	Project Manager / Contractor's Representative	BSc Civil Engineering; professional registration; project-management competence	15 years overall; 8 years in similar role; at least 2 similar road projects
2	Construction Manager	BSc Civil/Highway Engineering	12 years overall; 7 years in similar works
3	Highway/Pavement Engineer	BSc Civil/Highway Engineering	10 years overall; 6 years relevant
4	Structural/Drainage Engineer	BSc Civil/Structural Engineering	10 years overall; 5 years relevant
5	Materials/QA Engineer	BSc Civil/Materials Engineering	10 years overall; 5 years relevant
6	Quantity Surveyor	Degree in Quantity Surveying or equivalent	8 years overall; 5 years relevant
7	Environmental Specialist	Degree in environmental science/engineering or equivalent	8 years overall; 5 years on civil works
8	Social and SEA/SH Specialist	Relevant social-science degree and suitable specialist training	8 years overall; 5 years on civil works and relevant risk management
9	OHS Manager	Relevant degree/diploma and recognized OHS certification	8 years overall; 5 years on civil works
10	Surveyor	Degree/diploma in surveying or equivalent	8 years overall; 5 years relevant

The above personnel are mandatory and shall be deployed in accordance with the approved programme. Replacement requires prior approval and a substitute with equal or better qualifications and experience.

6. Drawings Register

Drawing No.	Title	Issue status
JURIP-GEN-001	Location plan and drawing index	Issued for Bid — illustrative
JURIP-RD-001 to 012	Plan and profile, km 0+000 to km 12+000	Issued for Bid — illustrative
JURIP-CS-001 to 006	Typical road and pavement cross-sections	Issued for Bid — illustrative
JURIP-DR-001 to 010	Drainage layout, culverts, headwalls and outlets	Issued for Bid — illustrative
JURIP-JN-001 to 004	Junction and access details	Issued for Bid — illustrative
JURIP-RS-001 to 005	Road signs, markings, barriers and pedestrian facilities	Issued for Bid — illustrative
JURIP-EL-001 to 004	Selected street-lighting layout and details	Issued for Bid — illustrative
JURIP-ES-001 to 003	Environmental/social sensitive locations and mitigation details	Issued for Bid — illustrative

The actual issued-for-bid drawings shall be attached in a separate indexed folder. Inconsistencies between drawings, specifications and BOQ shall be referred for clarification before the Bid deadline.

7. Supplementary Information

- Site: Gudele–Luri Road corridor and approved ancillary areas in Juba County, Central Equatoria State.
- Access: Public traffic and community access must be maintained throughout the Works, subject to approved temporary arrangements.
- Climate: The programme shall account for seasonal rainfall, high temperatures, drainage flows and material-moisture control.
- Utilities: Existing services are indicative; the Contractor shall verify locations and coordinate protection or relocation.
- Material sources: No source is guaranteed. The Contractor remains responsible for investigation, permits, quality, access and rehabilitation.
- Land and facilities: Temporary camps, borrow areas, disposal sites and work areas require Employer approval and applicable permissions.
- Security and logistics: The Contractor shall plan secure transport, storage, communications, emergency arrangements and continuity of critical supplies.
- Handover: Required records include as-built drawings, test dossiers, asset information, warranties, manuals, training, ES close-out and final account documentation.

All blue quantities, standards, personnel requirements, drawing references and site information are illustrative and must be validated by the Procuring Entity's engineers, ES specialists and procurement team before issue.

PART 3 – Conditions of Contract and Contract Forms

Section IX. General Conditions of Contract

General Conditions of Contract (GCC) to be used for this Bid shall be the “GCC for the Standard Bidding Document for Procurement of Small Works under National Competitive Bidding” issued by the Public Procurement and Disposal of Assets Authority available on PPDA's Website www.ppdaa.gov.ss

SECTION IX — SPECIAL CONDITIONS OF CONTRACT

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

SAMPLE — ALL PROJECT-SPECIFIC CONDITIONS ARE SHOWN IN BLUE

A. General	
GCC 1.1(d)	Financing institution: International Development Association (IDA) of the World Bank — illustrative grant financing.
GCC 1.1(r)	Employer: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan. Authorized representative: Undersecretary, Ministry of Roads and Bridges.
GCC 1.1(v)	Intended Completion Date for the whole Works: 31 March 2028, being 18 months from the assumed Start Date.

GCC 1.1(y)	Project Manager: Eng. Rebecca Nyamal Lado, Team Leader, Juba Roads Supervision Consultants Ltd., Ministries Complex Project Office, Juba; pm.jurip@example.com; +211 92 600 0101.
GCC 1.1(aa)	Site: approximately 12 km of the Gudele–Luri Road corridor and approved ancillary areas in Juba County, Central Equatoria State, as defined in Drawings JURIP-GEN-001 and JURIP-RD-001 to 012.
GCC 1.1(dd)	Start Date: 1 October 2026, subject to the Letter of Acceptance, Contract execution, securities and Site possession.
GCC 1.1(hh)	Works: surveys, site establishment, earthworks, pavement, asphalt surfacing, drainage, junction/access works, road safety, selected lighting, ES mitigation, testing, as-built records and handover. Interfaces include utility owners and any separately procured supervision or specialist services.
GCC 2.2	Sectional completions: Section 1, km 0–4 by 30 September 2027; Section 2, km 4–8 by 30 November 2027; Section 3, km 8–12 by 31 January 2028; substantial completion by 29 February 2028.
GCC 2.3(i)	Additional Contract documents: accepted construction programme and cash flow; Schedule of Payment Currencies; Key Personnel and equipment schedules; Site Organization; Method Statement; Mobilization Schedule; C-ESMP and topic plans; Code of Conduct; ES Management Strategies and Implementation Plans; and accepted clarifications/addenda.
GCC 3.1	Contract language: English. Applicable law: laws of the Republic of South Sudan.
GCC 5.1	The Project Manager may delegate duties and responsibilities in writing, except powers expressly reserved under the Contract or applicable law.
GCC 8.1	Other contractors: utility owners and authorized utility-relocation contractors; supervision consultant; and any Employer-appointed specialist contractor notified in writing. The Contractor shall coordinate access and interfaces.
GCC 13.1	Minimum insurance: (a) Works, Plant and Materials—115% of the Accepted Contract Amount, deductible not exceeding SSP 100,000,000 per event; (b) Equipment—SSP 3,000,000,000, deductible SSP 50,000,000; (c) third-party property—SSP 1,000,000,000 per event, deductible SSP 25,000,000; (d)(i) employees—statutory liability plus SSP 500,000,000 per person; (d)(ii) other persons—SSP 1,000,000,000 per person and SSP 3,000,000,000 per event.
GCC 14.1	Site Data: location and topographic surveys; preliminary geotechnical/material-source data; hydrology/drainage information; indicative utility mapping; ES assessment/ESMP; traffic information; drawing register; and available land/access information. The Contractor shall verify all data.
GCC 20.1	Site possession: km 0–4 and main camp area on 1 October 2026; km 4–8 on 1 November 2026; km 8–12 on 1 December 2026, subject to confirmed access and utility coordination.
GCC 23.1–23.2	Appointing Authority for the Adjudicator: Executive Director, Public Procurement and Disposal of Assets Authority, or another competent appointing authority agreed by the Parties before Contract signature.
GCC 24.3	Adjudicator: USD 200 equivalent per hour. Reimbursable expenses: reasonable travel, accommodation, communication and document costs supported by receipts and agreed in advance.
GCC 24.4	Arbitration institution/procedure: UNCITRAL Arbitration Rules. Seat/place of arbitration: Juba, Republic of South Sudan. Language: English. One arbitrator unless the Parties agree or applicable rules require otherwise.
B. Time Control	
GCC 28.1(a)	Submit the detailed resource-loaded Programme within 28 days after the Letter of Acceptance.
GCC 28.3	Programme updates every 30 days. Withholding for a late update: SSP 50,000,000, released after acceptance of the compliant update. Monthly progress report due within 7 days after each month-end.
C. Quality Control	

GCC 36.1	Defects Liability Period: 365 days from the Certificate of Completion for the Works or relevant Section.
D. Cost Control	
GCC 46.1	Contract payment currencies: 80% South Sudanese Pounds (SSP) and 20% United States Dollars (USD), subject to the accepted Schedule of Payment Currencies.
GCC 47.1	The Contract is subject to price adjustment. For SSP: non-adjustable coefficient $a=0.15$; adjustable portion=0.85, comprising labour 0.20, equipment 0.15, materials 0.30 and fuel/bitumen 0.20. For USD: the same illustrative weightings apply. Local indices: approved NBS labour/construction-material indices and official fuel-price series. USD indices: accepted international labour, machinery/material and petroleum/bitumen indices. Base Date and adjustment timing apply under the Contract.
GCC 48.1	Retention: 5% of each Interim Payment Certificate, capped at 5% of the Accepted Contract Amount. One half released at Completion and the balance after the Defects Liability Period, subject to the Contract.
GCC 49.1	Liquidated damages: 0.05% of the final Contract Price per day of delay. Maximum: 10% of the final Contract Price. Where sectional delay applies, damages shall be proportionate to the value and impact of the delayed Section, without exceeding the overall maximum.
GCC 50.1	Bonus for early completion: Not Applicable.
GCC 51.1	Advance payment: 15% of the Accepted Contract Amount, payable within 28 days after Contract signature and receipt of an acceptable Advance Payment Security and required invoice/documentation. Recovery shall follow the Contract.
GCC 52.1 — ES Security	An Environmental and Social Performance Security shall be provided no later than the date specified in the Letter of Acceptance. It shall be a bank guarantee acceptable to the Employer and remain valid as specified in the Contract.
GCC 52.1 — Amounts	(a) Performance Security—Bank Guarantee: 8% of Accepted Contract Amount; (b) Performance Bond alternative: 30%; (c) Environmental and Social Performance Security—Bank Guarantee: 2%. Securities shall be in the currencies and proportions of the Accepted Contract Amount or another freely convertible currency acceptable to the Employer. Total on-demand guarantees: 10%.
E. Finishing the Contract	
GCC 58.1	Draft operating/maintenance manuals and asset schedules due by 29 February 2028; final versions by 31 March 2028. Draft as-built drawings due by 29 February 2028; final accepted as-built drawings by 31 March 2028.
GCC 58.2	Withholding for late or unacceptable as-built drawings/manuals: SSP 250,000,000, without limiting the Contractor's obligation to submit them.
GCC 59.2(g)	Maximum period of delay relevant to termination: 200 days, consistent with the daily liquidated-damages rate and 10% maximum, subject to the GCC and Employer's rights.
GCC 60.1	Employer's additional completion cost percentage: 20% of the value of work not completed, in addition to actual completion costs and other recoverable amounts under the Contract.

Important: All blue dates, amounts, institutions, insurance limits and risk allocations are illustrative. The Employer's legal, engineering, insurance, ES and procurement advisers must validate them against the final financing agreement, cost estimate and GCC before issue.

Section XI - Contract Forms

The Contract Forms to be used for this Bid shall be “*those for the Standard Bidding Document for Procurement of Small Works under National Competitive Bidding*” issued by the Public Procurement and Disposal of Assets Authority available on PPDA's Website www.ppdaa.gov.ss

NILE INFRASTRUCTURE AND CONSTRUCTION LTD.

Plot 18, Airport Road, Juba, Republic of South Sudan

CONTRACTOR'S BID

ORIGINAL

UPGRADING OF APPROXIMATELY 12 KM OF THE GUDELE-LURI ROAD

Including Drainage, Road-Safety and Associated Works

Submitted to

MINISTRY OF ROADS AND BRIDGES

Government of the Republic of South Sudan

Bid No.:	MoRB/JURIP/2026-2027/W/001
Project:	Juba Urban Roads Improvement Project
Procurement method:	National Competitive Bidding (NCB)
Bidder:	Nile Infrastructure and Construction Ltd.
Bidder status:	Single Firm
Submission date:	20 November 2026
Bid validity:	Until 20 March 2027

AUTHORIZED BID SIGNATORY

Name and title: Mr. Peter Deng Ajak, Managing Director

Signature: _____

Company stamp: _____

SAMPLE — FICTIONAL BIDDER AND ILLUSTRATIVE DETAILS

PREAMBLE ON BIDDER STATUS AND APPLICABLE FORMS

Juba Urban Roads Improvement Project | Bid No. MoRB/JURIP/2026–2027/W/001

This sample Tender has been prepared on the basis that the Bidder is a single legal entity and is submitting the Bid as a Single Firm. Accordingly, the forms completed as part of the Bid are the forms applicable to a Single Firm, and all eligibility, qualification, financial, experience, personnel, equipment, integrity and authorization information relates to that Single Firm.

Forms and sample documents referring to a Joint Venture, Consortium or Association have been included solely for demonstration, training and reference purposes. They illustrate the additional information, undertakings, authorizations, member-specific forms and supporting documents that would be required if the Bid were submitted by a Joint Venture.

For the present Bid, the Joint Venture forms are NOT APPLICABLE, do not form part of the Single Firm's bid submission, and shall not be interpreted as indicating that the Bidder is a Joint Venture or that any other entity shares responsibility for the Bid or the proposed Contract.

The forms of Bid Security by Bank Guarantee, Bid Bond and Bid-Securing Declaration have also been included as alternative examples for demonstration and reference. Their inclusion does not mean that the Bidder may freely select among them. The Bidder shall submit the type, amount, currency, issuer, validity period and form of Bid Security expressly required in the Bid Data Sheet and the Instructions to Bidders.

Only the form of Bid Security specified in the Bid Data Sheet is applicable to this Bid. Submission of a Bid Bond or Bid-Securing Declaration where the Bid Data Sheet requires a Bank Guarantee—or submission of any other form not expressly permitted—may constitute a material non-compliance and may result in rejection of the Bid.

If the Bidder's status changes from a Single Firm to a Joint Venture, such change may only be made where permitted by the Bidding Document and applicable procurement requirements. In that event, all required Joint Venture forms must be completed and executed, including the Joint Venture Agreement or Letter of Intent, member information forms, member-specific qualification and compliance declarations, authorizing resolutions and Powers of Attorney.

In the event of any inconsistency between this preamble and the issued Bidding Document, the issued Bidding Document, including the Instructions to Bidders and Bid Data Sheet, shall prevail.

SAMPLE — FICTIONAL BIDDER AND ILLUSTRATIVE AMOUNTS

LETTER OF BID

Date: 15 September 2026

Bid No.: MoRB/JURIP/2026–2027/W/001

Invitation for Bid No.: MoRB/JURIP/2026–2027/W/001

Alternative No.: Not Applicable

To: Ministry of Roads and Bridges, Republic of South Sudan

- (a) We have examined and have no reservations to the Bidding Documents, including Addendum No. 1 dated 28 August 2026, issued in accordance with ITB 8;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Authority based on execution of a Bid-Securing Declaration in the Republic of South Sudan in accordance with ITB 4.6;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: upgrading of approximately 12 km of the Gudele–Luri Road in Juba County, including earthworks, pavement, drainage structures, road furniture, selected street lighting, road-safety works and environmental and social mitigation measures;
- (e) The total price of our Bid, excluding any discount offered under item (f), is: SSP 14,850,000,000 (South Sudanese Pounds Fourteen Billion Eight Hundred Fifty Million only), inclusive of all applicable duties and taxes except VAT where separately payable under the Contract;
- (f) The discounts offered and methodology for their application are:
(i) Discounts offered: None.
(ii) Method of calculation: Not Applicable;
- (g) Our Bid shall be valid until 13 January 2027, and shall remain binding upon us and may be accepted at any time on or before this date;
- (h) If our Bid is accepted, we commit to obtain a Performance Security and an Environmental, Social, Health and Safety Performance Security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(e);
- (j) Our firm, its affiliates and subsidiaries, including subcontractors and suppliers for any part of the Contract, have not been declared ineligible by the Government of South Sudan under its laws or official regulations;
- (k) We are not a government-owned entity;
- (l) We have paid, or will pay, the following commissions, gratuities or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
None	Not Applicable	Not Applicable	Nil

- (m) We understand that this Bid, together with your written acceptance included in the Notification of Award, shall constitute a binding contract between us until a formal Contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and

(o) We certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in fraud or corruption.

Name of the Bidder: Nile Infrastructure and Construction Ltd.

Authorized signatory: Ms. Ajak Nyandeng Chol

Title: Managing Director

Signature: _____

Date signed: 15 September 2026

Authority: A notarized Power of Attorney authorizing Ms. Ajak Nyandeng Chol to sign the Bid is attached to the Bid Schedules.

Important: All blue entries—including the bidder, contacts, price and Addendum—are illustrative and must be replaced or verified before use.

NILE INFRASTRUCTURE AND CONSTRUCTION LTD.

Plot 18, Airport Road, Juba, Republic of South Sudan
Company Registration No.: RSS/JB/2018/00457 | Tel: +211 92 555 0188

SAMPLE — FICTIONAL COMPANY AND ILLUSTRATIVE DETAILS

SPECIAL POWER OF ATTORNEY FOR SIGNING AND SUBMISSION OF BID

Bid No.:	MoRB/JURIP/2026–2027/W/001
Project:	Juba Urban Roads Improvement Project
Contract title:	Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works

KNOW ALL PERSONS BY THESE PRESENTS:

We, [Nile Infrastructure and Construction Ltd.](#), a company duly incorporated under the laws of the Republic of South Sudan, having its registered office at [Plot 18, Airport Road, Juba](#) (the “Company”), acting through the undersigned pursuant to [Board Resolution No. NICL/BR/2026/09 dated 10 September 2026](#), hereby appoint [Mr. Peter Deng Ajak, Managing Director, National ID No. SSD-10284567](#) (the “Attorney”), to act for and on behalf of the Company in connection with the above procurement conducted by the [Ministry of Roads and Bridges](#) (the “Procuring Entity”).

The Attorney is authorized, in the name and on behalf of the Company, to:

1. examine, prepare, initial, sign, stamp, submit and, where permitted, modify or withdraw the Bid and all schedules, declarations, forms and supporting documents;
2. sign requests for clarification, responses to clarification, bid-validity extensions, debriefing requests and procurement-related correspondence;
3. attend bid opening, clarification, verification and negotiation meetings, where allowed, and make representations concerning the Bid;
4. receive notices and communications, including the Notification of Intention to Award and Letter of Acceptance, and acknowledge receipt;
5. if the Company is awarded the Contract, sign the Contract Agreement and submit or arrange the required performance, environmental and social, advance-payment and other securities; and
6. do all lawful acts reasonably necessary to give effect to these powers, subject to the Bidding Document and applicable South Sudan law.

The Attorney may not delegate these powers without the Company's prior written authorization. This Power of Attorney does not authorize any change to the Bid after the submission deadline except as expressly permitted by the Bidding Document or applicable law.

This Power of Attorney takes effect on [10 September 2026](#) and remains valid until completion of the bidding process and, if the Company is awarded the Contract, until execution of the Contract and submission of the required securities, unless earlier revoked in writing. Revocation shall not affect actions validly taken before notice of revocation is received by the Procuring Entity.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be executed in Juba, Republic of South Sudan, on 10 September 2026.

FOR THE COMPANY

Name: Ms. Mary Nyandeng Chol

Title: Chairperson of the Board

Signature: _____

Company Seal: _____

ACCEPTED BY THE ATTORNEY

Name: Mr. Peter Deng Ajak

Title: Managing Director

Signature: _____

Date: 10 September 2026

WITNESS

Name: Ms. Grace Wani Lemi Address: Hai Cinema, Juba Signature: _____

NOTARIAL ATTESTATION

Signed and acknowledged before me at Juba, Republic of South Sudan on 10 September 2026.
Name of Notary/Commissioner for Oaths: _____ Signature and official seal:

MINISTRY OF ROADS AND BRIDGES
SAMPLE SCHEDULES — ILLUSTRATIVE ENTRIES

JUBA URBAN ROADS IMPROVEMENT PROJECT

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional) | **Total Tender Price:** SSP 14,850,000,000

1. Priced Bill of Quantities — Summary

The rates and prices below are illustrative. Every item must be reconciled with the final drawings, specifications, measured quantities and engineer's estimate.

Item	Description	Unit	Quantity	Rate (SSP)	Amount (SSP)
1	Preliminaries, mobilization, bonds, insurances and site facilities	LS	1	650,000,000	650,000,000
2	Clearing, grubbing, demolition and earthworks	LS	1	1,150,000,000	1,150,000,000
3	Selected subgrade and improved formation	m³	120,000	12,500	1,500,000,000
4	Granular subbase	m³	72,000	23,000	1,656,000,000
5	Crushed-stone base	m³	54,000	34,000	1,836,000,000
6	Asphalt concrete surfacing, including prime and tack coats	t	42,000	88,000	3,696,000,000
7	Drainage works, culverts and erosion protection	LS	1	1,800,000,000	1,800,000,000
8	Road-safety furniture, markings and junction improvements	LS	1	760,000,000	760,000,000
9	Selected street-lighting works	LS	1	580,000,000	580,000,000
10	Environmental and social mitigation, traffic management and reinstatement	LS	1	722,000,000	722,000,000
SUBTOTAL					14,350,000,000
Provisional Sums					500,000,000
TOTAL TENDER PRICE					14,850,000,000

Pricing rule: An unpriced item shall be deemed covered by other rates, except that failure to price a major item may render the Bid non-responsive. Bidder-introduced BOQ items will not be accepted.

2. Schedule of Payment Currencies

Section of Works: Upgrading of the Gudele–Luri Road — all Works

Payment currency	Amount of currency (A)	Exchange rate to SSP (B)	SSP equivalent (C=A×B)	% of Bid Price
South Sudanese Pounds (SSP)	11,480,000,000	1.00	11,480,000,000	80.00%
United States Dollars (USD)	521,818.18	5,500 SSP/USD	2,870,000,000	20.00%
Foreign Currency No. 2	Not Applicable	—	—	0.00%
Foreign Currency No. 3	Not Applicable	—	—	0.00%
TOTAL BID PRICE (excluding Provisional Sums)			14,350,000,000	100.00%
Provisional Sums in SSP	500,000,000	1.00	500,000,000	—
TOTAL TENDER PRICE			14,850,000,000	

Illustrative exchange rate only: SSP 5,500 per USD. The Bidder must use the applicable rate and source specified in the BDS.

3. Schedule of Cost Indexation

Price-adjustment formula: $P_n = a + b(L_n/L_o) + c(E_n/E_o) + d(M_n/M_o) + e(F_n/F_o)$

Where a is the non-adjustable portion; b is labour; c is equipment; d is construction materials; and e is fuel/bitumen. Current indices apply 49 days before the end of the payment-certificate period; base indices apply on the Base Date.

4. Schedule of Adjustment Data — Table A: Local Currency (SSP)

Code	Index description	Source	Base value/date	Related SSP amount	PE weighting range	Bidder weighting
a	Non-adjustable	—	—	—	0.15 fixed	0.15
b	Local labour	National Bureau of Statistics — Labour Cost Index	Base Date index	2,296,000,000	0.15–0.25	0.20
c	Plant and equipment	NBS/approved equipment cost index	Base Date index	1,722,000,000	0.10–0.20	0.15
d	Local materials	NBS Construction Materials Index	Base Date index	3,444,000,000	0.25–0.35	0.30
e	Fuel and lubricants	Official retail fuel-price series	Base Date price	2,296,000,000	0.15–0.25	0.20
			TOTAL	11,480,000,000		1.00

5. Schedule of Adjustment Data — Table B: Foreign Currency

Foreign currency: United States Dollars (USD)

Code	Index description	Source	Base value/date	Source currency/type	USD equivalent	PE range	Bidder weighting
a	Non-adjustable	—	—	—	—	0.15 fixed	0.15
b	Foreign labour/technical staff	U.S. Bureau of Labor Statistics	Base Date index	USD	104,363.64	0.15–0.25	0.20
c	Imported equipment/parts	U.S. Producer Price Index — machinery	Base Date index	USD	78,272.73	0.10–0.20	0.15
d	Imported materials	Relevant international construction-material index	Base Date index	USD	156,545.45	0.25–0.35	0.30
e	Fuel/bitumen	Published international petroleum/bitumen index	Base Date index	USD	104,363.64	0.15–0.25	0.20
			TOTAL		521,818.18		1.00

Currency correction factor: Where an index originates in a currency different from the Contract payment currency, apply Z_0/Z_1 as defined in the Conditions of Contract.

Important: All blue quantities, prices, exchange rates, index sources, amounts and weightings are illustrative and must be validated before issue or Bid submission.

SAMPLE — FICTIONAL GUARANTOR AND ILLUSTRATIVE DETAILS

FORM OF BID SECURITY — BANK GUARANTEE

Beneficiary: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

Invitation for Bids No.: MoRB/JURIP/2026–2027/W/001

Date: 10 September 2026

BID GUARANTEE No.: ECB/BG/2026/00981

Guarantor: Equatoria Commercial Bank PLC, Head Office, Banking Street, Juba, Republic of South Sudan

We have been informed that Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan (hereinafter called the “Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called the “Bid”) for the execution of upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works under Invitation for Bids No. MoRB/JURIP/2026–2027/W/001 (the “IFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid 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 SSP 150,000,000 (South Sudanese Pounds One Hundred Fifty Million only) 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 withdrawn its Bid before the Bid-validity expiry date specified in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of acceptance of its Bid by the Beneficiary before expiry of the Bid validity or any extension provided by the Applicant: (i) fails to execute the Contract Agreement; or (ii) fails to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety Performance Security in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Document.

This Guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety Performance Security issued to the Beneficiary upon the instruction of the Applicant; or (b) if the Applicant is not the successful Bidder, upon the earlier of: (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) 10 February 2027, being twenty-eight (28) days after the Bid-validity expiry date of 13 January 2027.

Consequently, any demand for payment under this Guarantee must be received by us at the office indicated above on or before the applicable expiry date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revision, ICC Publication No. 758.

For and on behalf of Equatoria Commercial Bank PLC

Authorized Signature: _____

Name: Mr. James Lado Kiden

Title: Director, Corporate Banking

Bank stamp: _____
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Important: All blue entries are illustrative. The issuing bank must confirm the final wording, authority, amount, dates and delivery address before issuance.

SOUTH SUDAN INSURANCE & SURETY CORPORATION LTD.

Nimule Road, Juba, Republic of South Sudan | Tel: +211 92 333 4455

SAMPLE — FICTIONAL SURETY AND ILLUSTRATIVE DETAILS

FORM OF BID SECURITY — BID BOND

BOND NO.: SSISC/BB/2026/00457

BY THIS BOND, Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan, as Principal (hereinafter called the "Principal"), and South Sudan Insurance & Surety Corporation Ltd., Nimule Road, Juba, Republic of South Sudan, a licensed insurer and surety authorized to transact business in the Republic of South Sudan, as Surety (hereinafter called the "Surety"), are held and firmly bound unto the Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan, as Obligee (hereinafter called the "Employer"), in the sum of SSP 150,000,000 (South Sudanese Pounds One Hundred Fifty Million only), for payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated 15 September 2026 for the execution of upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works, under Bid No. MoRB/JURIP/2026–2027/W/001 (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid before the Bid-validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of acceptance of its Bid by the Employer before expiry of the Bid validity or any extension provided by the Principal: (i) fails to execute the Contract Agreement; or (ii) fails to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety Performance Security in accordance with the Instructions to Bidders of the Employer's Bidding Document,

then the Surety undertakes to pay the Employer immediately, up to the above amount, upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that the demand states that it arises from the occurrence of one or more of the above events and specifies the event or events that occurred.

The Surety agrees that its obligation shall remain in full force and effect up to and including 10 February 2027, being twenty-eight (28) days after the Bid-validity expiry date of 13 January 2027, or twenty-eight (28) days after any extended Bid-validity expiry date provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused this Bond to be executed in their respective names on 10 September 2026.

PRINCIPAL: Nile Infrastructure and Construction Ltd.	SURETY: South Sudan Insurance & Surety Corporation Ltd.
Authorized signatory: Ms. Ajak Nyandeng Chol	Authorized signatory: Mr. Lual Deng Majok
Title: Managing Director	Title: Chief Underwriting Officer
Signature:	Signature:
Corporate seal:	Corporate seal:

Important: All blue entries are illustrative. The Surety must verify its authority, licensing, execution formalities, amount and dates before issuing the Bond.

NILE INFRASTRUCTURE AND CONSTRUCTION LTD.

Plot 18, Airport Road, Juba | P.O. Box 789, Juba, Republic of South Sudan

ALTERNATIVE SAMPLE — NOT APPLICABLE UNDER THE CURRENT BDS

FORM OF BID-SECURING DECLARATION

Date: 15 September 2026

Bid No.: MoRB/JURIP/2026–2027/W/001

Alternative No.: Not Applicable

To: Ministry of Roads and Bridges, Republic of South Sudan

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 eligibility for bidding or submitting proposals in any contract with Procuring Entities in the Republic of South Sudan for **two (2) years, commencing on the date we receive formal notification of suspension from the Public Procurement and Disposal of Assets Authority**, if we breach our obligations under the Bid conditions because we:

- (a) withdraw our Bid before expiry of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of acceptance of our Bid by the Employer before expiry of the Bid validity in the Letter of Bid or any extended date provided by us: (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety Performance Security in accordance with the ITB.

We understand that this Bid-Securing Declaration shall expire, if we are not the successful Bidder, upon the earlier of: (i) our receipt of your notification identifying the successful Bidder; or (ii) **10 February 2027, being twenty-eight (28) days after expiry of the Bid validity on 13 January 2027.**

Name of the Bidder: Nile Infrastructure and Construction Ltd.

Authorized signatory: Ms. Ajak Nyandeng Chol

Title: Managing Director

Signature: _____

Date signed: 15 September 2026

Authority: Notarized Power of Attorney attached to the Bid Schedules

Important applicability warning: The current sample BDS requires a Bid Security of SSP 150,000,000 and states that a Bid-Securing Declaration is not required. This form may be used only if ITB 19.1 and all related provisions are formally revised before Bid submission.

TECHNICAL PROPOSAL

FORM PER-1

KEY PERSONNEL SCHEDULE

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

The Bidder provides below the proposed Key Personnel. Detailed qualifications and experience for each candidate shall be submitted using Form PER-2.

No.	Position	Candidate	Appointment period	Time commitment	Expected deployment schedule	PER-2 / CV
1	Project Manager	Eng. Daniel Wani Lado	1 Oct 2026–31 Mar 2028	Full-time; 6 days/week for 18 months	Mobilization through completion; continuous site leadership, monthly reporting and handover.	Attached
2	Construction Manager	Eng. Peter Deng Arop	1 Oct 2026–31 Mar 2028	Full-time; 6 days/week for 18 months	Continuous deployment from mobilization through completion and demobilization.	Attached
3	Highway/Pavement Engineer	Eng. Nyakuoth Biel Gatluak	1 Oct 2026–28 Feb 2028	Full-time for 17 months	Months 1–3 design review and trials; Months 3–16 pavement works; Month 17 completion checks.	Attached
4	Structural/Drainage Engineer	Eng. Emmanuel Lemi Konga	1 Oct 2026–31 Dec 2027	Full-time for 15 months	Months 1–3 surveys/design review; Months 2–14 drainage construction; Month 15 as-built verification.	Attached
5	Materials/QA Engineer	Eng. Mary Aluel Kuol	1 Oct 2026–31 Mar 2028	Full-time; 6 days/week for 18 months	Continuous laboratory, source approval, inspection, testing, NCR closure and completion records.	Attached
6	Quantity Surveyor	Mr. John Garang Akec	1 Oct 2026–31 Mar 2028	Full-time; 5 days/week for 18 months	Continuous measurement, valuation, cost control, variations, claims support and final account.	Attached
7	Environmental Specialist	Ms. Rose Awut Deng	15 Sep 2026–30 Apr 2028	Full-time during works; part-time through close-out	Pre-mobilization ES plans; continuous monitoring Months 1–18; final audit during close-out.	Attached
8	Social/SEA-SH Specialist	Ms. Grace Adut Atem	15 Sep 2026–30 Apr 2028	Full-time; 5 days/week during works	Pre-mobilization Code of Conduct and referral mapping; continuous stakeholder engagement, GM and SEA/SH risk monitoring.	Attached
9	OHS Manager	Mr. Joseph Loku Taban	15 Sep 2026–30 Apr 2028	Full-time; 6 days/week during works	Pre-mobilization OHS plan and induction; continuous inspections, incident reporting and close-out audit.	Attached
10	Surveyor	Mr. Samuel Lado Modi	1 Oct 2026–31 Mar 2028	Full-time Months 1–16; intermittent Months 17–18	Setting out, control surveys and quantities; as-built surveys and records during completion.	Attached

High-level deployment legend: Full-time means the candidate is dedicated to this Contract for the stated period and is normally present at the Site for the stated working days. Any replacement requires the Employer's prior approval in accordance with the Contract.

Important: All blue names and scheduling entries are illustrative. Candidate availability, qualifications, professional registration and written consent must be verified and supported by Form PER-2 and signed CVs before Bid submission.

FORM PER-2

RÉSUMÉ AND DECLARATION — KEY PERSONNEL

Position No. 1: Project Manager

Juba Urban Roads Improvement Project

SAMPLE — ALL PERSONAL AND EMPLOYMENT DETAILS ARE FICTIONAL

Name of Bidder	Nile Infrastructure and Construction Ltd.
Name	Eng. Daniel Wani Lado
Date of birth	12 May 1976
Address	Hai Malakal, Juba, Republic of South Sudan
E-mail	daniel.wani@example.com
Professional qualifications	Registered Professional Engineer, South Sudan Engineering Council; Chartered Engineer (Civil); Project Management Professional (PMP)
Academic qualifications	MSc Construction Management, University of Nairobi, 2007; BSc Civil Engineering, University of Juba, 2000
Language proficiency	English—fluent speaking, reading and writing; Arabic—fluent speaking and reading, good writing; Bari—native

Present employment details

Employer	Nile Infrastructure and Construction Ltd.
Address of employer	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Telephone	+211 92 111 2233
Contact	Ms. Ajak Nyandeng Chol, Managing Director
Fax	Not Applicable
Current job title	Director of Projects
Years with present employer	9 years

Professional experience (reverse chronological order)

Project	Role	Duration	Relevant experience
Rehabilitation of Juba–Nimule Highway, South Sudan (illustrative; SSP 22 billion)	Project Manager	Jan 2023–Aug 2026	Led a multidisciplinary team on 65 km of live-traffic highway works; managed programme, employer liaison, claims, ESHS performance and completion milestones.
Wau Urban Roads Improvement Works, South Sudan (illustrative; SSP 12 billion)	Project Manager	Mar 2020–Dec 2022	Managed 24 km of urban roads, drainage and road-safety works; coordinated utilities, traffic diversions, community engagement and quality control.
Gulu–Atiak Road Rehabilitation, Uganda	Deputy Project Manager	Jan 2017–Feb 2020	Supervised pavement rehabilitation, culverts, asphalt works and contract

(illustrative; USD 38 million)			administration; led programme recovery and resource planning.
Northern Corridor Road Upgrading, Kenya (illustrative; USD 55 million)	Construction Manager	Jun 2012–Dec 2016	Managed earthworks, crushed-stone base, asphalt paving, material sources and subcontractors for a major road package.
Juba Municipal Roads Programme, South Sudan (illustrative)	Senior Highway Engineer	Jan 2008–May 2012	Responsible for design review, construction supervision, measurement, quality assurance and road-safety improvements.
Various civil and road works, East Africa	Site/Highway Engineer	Jul 2000–Dec 2007	Progressive site-engineering roles covering setting out, earthworks, drainage, pavement layers, testing and reporting.

DECLARATION

I, the undersigned Key Personnel, certify that, to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes me, my qualifications and my experience.

I confirm that I am available as certified below and throughout the expected schedule for this position stated in the Bid.

Commitment to duration of Contract	1 October 2026 to 31 March 2028
Time commitment	Full-time; six (6) days per week for eighteen (18) months

I understand that any misrepresentation or omission in this Form may: (a) be considered during Bid evaluation; (b) result in my disqualification from participation in the Bid; or (c) result in my dismissal from the Contract.

Name of Key Personnel	Eng. Daniel Wani Lado
Signature	_____
Date	15 September 2026
Countersignature—Bidder's authorized representative	Ms. Ajak Nyandeng Chol, Managing Director
Countersignature	_____
Date	15 September 2026

Important: This sample demonstrates one completed PER-2. A separate signed PER-2 and supporting CV must be submitted for every candidate listed in Form PER-1. All blue details must be independently verified.

EQUIPMENT SCHEDULE — INDIVIDUAL FORMS

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

Each form demonstrates proposed availability for the Contract. Supporting ownership records, registration documents, inspection certificates and project-specific lease commitments must accompany the Bid.

EQUIPMENT FORM 01 — Asphalt batching plant

Type of equipment*	Asphalt batching plant	Manufacturer	Ammann
Model and power rating	UniBatch 180; 320 kW	Capacity*	180 tonnes/hour
Year of manufacture*	2021	Current location	Contractor's yard, Juba
Current commitments	Reserved for this Contract from Month 3 to Month 16	Source*	Leased
Owner	East Africa Plant Hire Ltd.		
Owner address	Industrial Area, Nairobi, Kenya		
Telephone / contact	+254 700 111222; Ms. Jane Njeri, Fleet Director		
Agreement	Exclusive 18-month project lease dated 1 September 2026; mobilization within 30 days of Notice to Proceed.		

EQUIPMENT FORM 02 — Crushing and screening plant

Type of equipment*	Crushing and screening plant	Manufacturer	Metso
Model and power rating	Lokotrack LT120/ST4.8; 310 kW	Capacity*	200 tonnes/hour
Year of manufacture*	2020	Current location	Luri quarry area, Juba County
Current commitments	Available; currently idle after completion of prior project	Source*	Owned

EQUIPMENT FORM 03 — Motor graders — 3 units

Type of equipment*	Motor graders — 3 units	Manufacturer	Caterpillar
Model and power rating	140K; 185 HP	Capacity*	3 units; 14-ft moldboard
Year of manufacture*	2019–2022	Current location	Contractor's yard, Juba
Current commitments	Two idle; one released by 30 September 2026	Source*	Owned

EQUIPMENT FORM 04 — Bulldozers — 2 units

Type of equipment*	Bulldozers — 2 units	Manufacturer	Caterpillar
Model and power rating	D7R; 260 HP	Capacity*	2 units
Year of manufacture*	2018 and 2020	Current location	Contractor's yard, Juba
Current commitments	Available at commencement	Source*	Owned

EQUIPMENT FORM 05 — Excavators — 4 units

Type of equipment*	Excavators — 4 units	Manufacturer	Komatsu
Model and power rating	PC300-8; 246 HP	Capacity*	4 units; 1.4 m ³ bucket
Year of manufacture*	2019–2022	Current location	Juba and Luri yard
Current commitments	All available by 1 October 2026	Source*	Owned

EQUIPMENT FORM 06 — Wheel loaders — 3 units

Type of equipment*	Wheel loaders — 3 units	Manufacturer	Volvo
Model and power rating	L120H; 272 HP	Capacity*	3 units; 3.3 m³ bucket
Year of manufacture*	2020–2022	Current location	Contractor's yard, Juba
Current commitments	Available at commencement	Source*	Owned

EQUIPMENT FORM 07 — Vibratory rollers — 4 units

Type of equipment*	Vibratory rollers — 4 units	Manufacturer	Bomag
Model and power rating	BW 213 D-5; 155 HP	Capacity*	4 units; 12.5 tonnes
Year of manufacture*	2019–2021	Current location	Contractor's yard, Juba
Current commitments	Available at commencement	Source*	Owned

EQUIPMENT FORM 08 — Pneumatic-tyred rollers — 2 units

Type of equipment*	Pneumatic-tyred rollers — 2 units	Manufacturer	Dynapac
Model and power rating	CP275; 100 HP	Capacity*	2 units; adjustable to 27 tonnes
Year of manufacture*	2020 and 2021	Current location	Contractor's yard, Juba
Current commitments	Available from pavement Month 4	Source*	Owned

EQUIPMENT FORM 09 — Asphalt pavers — 2 units

Type of equipment*	Asphalt pavers — 2 units	Manufacturer	Vögele
Model and power rating	SUPER 1800-3; 127 kW	Capacity*	2 units; paving width up to 8 m
Year of manufacture*	2021 and 2022	Current location	Mombasa equipment depot, Kenya
Current commitments	Reserved for this Contract Months 6–16	Source*	Leased
Owner	Regional Paving Equipment Ltd.		
Owner address	Mombasa Road, Mombasa, Kenya		
Telephone / contact	+254 711 222333; Mr. Paul Otieno, Operations Manager		
Agreement	Project-specific dry lease dated 2 September 2026, including transport to Juba and replacement guarantee.		

EQUIPMENT FORM 10 — Water bowzers — 4 units

Type of equipment*	Water bowzers — 4 units	Manufacturer	Mercedes-Benz
Model and power rating	Actros 3340; 400 HP	Capacity*	4 units; 15,000 litres each
Year of manufacture*	2018–2021	Current location	Contractor's yard, Juba
Current commitments	Available at commencement	Source*	Owned

EQUIPMENT FORM 11 — Tipper trucks — 15 units

Type of equipment*	Tipper trucks — 15 units	Manufacturer	Sinotruk
Model and power rating	HOWO 6x4; 371 HP	Capacity*	15 units; 20-tonne payload
Year of manufacture*	2019–2023	Current location	Contractor's yard, Juba
Current commitments	Ten available; five released by 15 October 2026	Source*	Owned

EQUIPMENT FORM 12 — Mobile concrete batching plant

Type of equipment*	Mobile concrete batching plant	Manufacturer	ELKON
Model and power rating	Mobile Master-60; 125 kW	Capacity*	60 m³/hour
Year of manufacture*	2021	Current location	Contractor's yard, Juba
Current commitments	Available from Month 1	Source*	Owned

EQUIPMENT FORM 13 — Materials laboratory — complete set

Type of equipment*	Materials laboratory — complete set	Manufacturer	Controls Group / Humboldt
Model and power rating	Road and asphalt laboratory set	Capacity*	Soil, aggregate, concrete and asphalt testing
Year of manufacture*	2022–2025	Current location	Contractor's central laboratory, Juba
Current commitments	Dedicated mobile set available throughout Contract	Source*	Owned

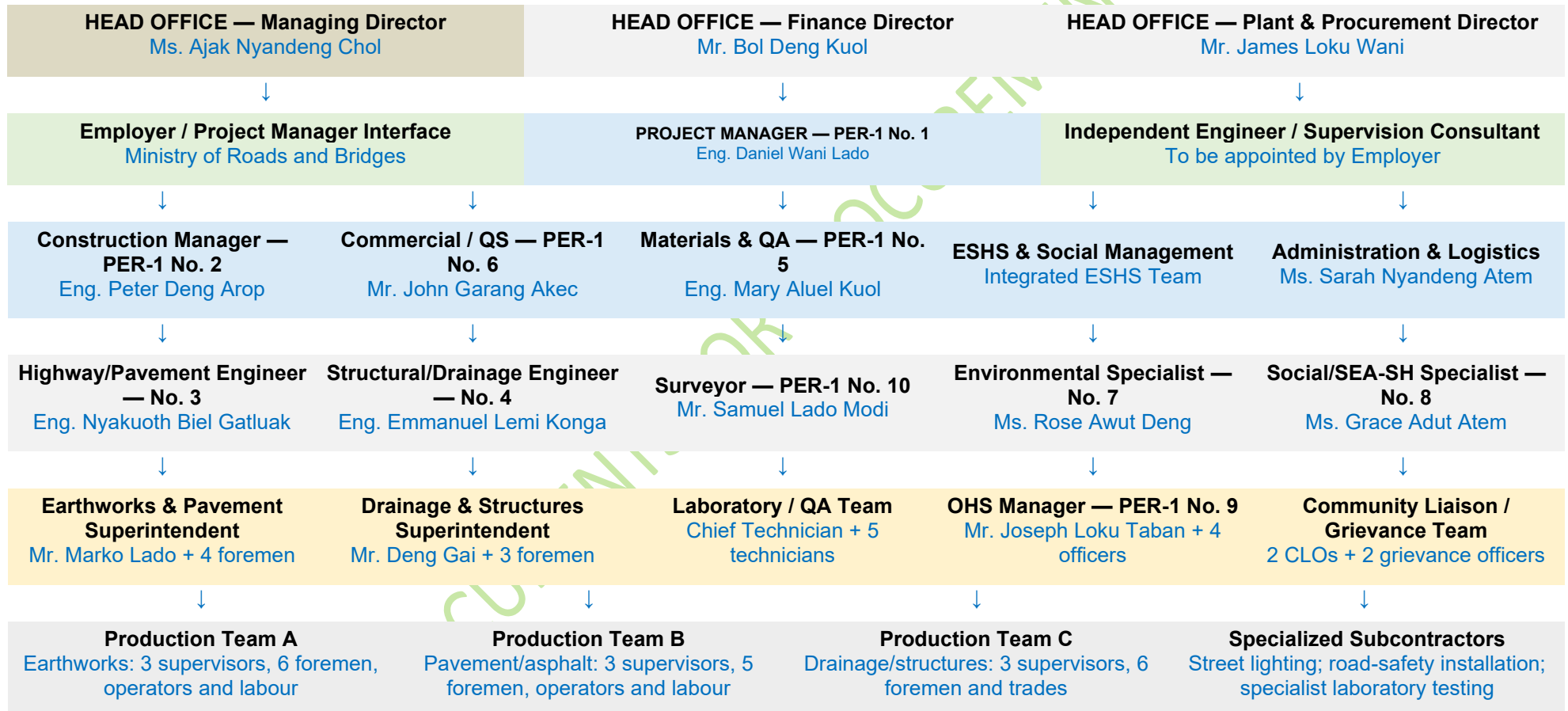
Important: All blue equipment details are illustrative. The Bidder must verify actual ownership or binding lease rights, capacity, condition, current commitments, mobilization dates and supporting documents before submission.

SITE ORGANIZATION

Juba Urban Roads Improvement Project
MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

The following organization provides clear accountability between Head Office, site management, technical functions, ESHS controls, production teams and specialized subcontractors.



Reporting convention: solid vertical flow indicates direct reporting. The Employer and Engineer boxes show contractual interfaces; they are not part of the Contractor's organization. Specialized subcontractors report through the Construction Manager and relevant technical lead.

Site supervisory staffing and accountability

Function	Responsible lead	Site staff provision	Principal responsibility
Overall management	Eng. Daniel Wani Lado	1 Project Manager + 1 executive assistant	Contract authority, Employer liaison, programme, resources and performance.
Construction	Eng. Peter Deng Arop	1 manager, 3 superintendents, 9 supervisors, 17 foremen	Day-to-day works, sequencing, productivity and subcontractor coordination.
Technical	Highway, drainage and survey leads	3 key engineers, 4 junior engineers, 4 survey staff	Method statements, setting out, design queries and technical compliance.
Quality	Eng. Mary Aluel Kuol	1 QA Engineer, 1 chief technician, 5 technicians, 3 inspectors	ITPs, source approvals, laboratory testing, inspection and NCR close-out.
Commercial	Mr. John Garang Akec	1 QS, 2 assistant Qs, 1 planner, 1 document controller	Measurement, valuation, cost control, programme records and claims.
ESHS and social	Environmental, social and OHS leads	3 key specialists, 4 OHS officers, 2 CLOs, 2 grievance officers	ESMP, OHS, Code of Conduct, community safety, GM and SEA/SH controls.
Administration/logistics	Ms. Sarah Nyandeng Atem	Finance, HR, procurement, stores, security and transport staff	Payroll, purchasing, stores, permits, accommodation and logistics.

METHOD STATEMENT

Upgrading of the Gudele–Luri Road, Juba County

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

SAMPLE — PROJECT-SPECIFIC METHODOLOGY FOR AN 18-MONTH ROAD-WORKS CONTRACT

1. Understanding of the Works and Delivery Strategy

The Contractor will upgrade approximately 12 km of the Gudele–Luri Road through coordinated work fronts for earthworks and pavement, drainage and structures, and road-safety/ancillary works. The strategy prioritizes early drainage, uninterrupted public access, controlled production from approved material sources, progressive quality verification and sectional completion. Works will be executed within 18 months, followed by orderly testing, handover and defects correction.

2. Mobilization and Pre-Construction Activities

- Submit securities, insurances, baseline programme, cash-flow forecast, method statements, quality plan and ESHS plans before physical works.
- Establish the site office, laboratory, stores, workshops, worker welfare facilities and secure storage in locations approved by the Employer.
- Mobilize the Project Manager, Construction Manager, technical/ESHS personnel and initial equipment within 30 days of the Notice to Proceed.
- Undertake joint condition surveys, photographic records, utility mapping, stakeholder notifications and access agreements before disturbing the Site.
- Secure permits for quarries, borrow areas, water abstraction, waste disposal, traffic diversions and other regulated activities.

3. Survey, Setting Out and Design Verification

A survey control network will be established from verified benchmarks and protected throughout the Works. The Surveyor will undertake centreline, cross-section, drainage-outfall and utility surveys. The Contractor will compare field conditions with the drawings, promptly submit discrepancies through RFIs and obtain approval before changing line, level or scope. Setting-out records will be independently checked and retained as quality records. As-built surveys will be completed progressively rather than deferred to the end.

4. Traffic Management and Community Access

The road will remain open to controlled traffic unless an approved short-duration closure is necessary. Work will normally be limited to manageable sections of 1–2 km, using half-width construction, signed diversions or temporary bypasses. The Traffic Management Plan will identify pedestrian routes, school/market interfaces, speed controls, flag personnel, lighting, barriers and emergency access.

- Provide advance warning signs and public notices before each traffic-stage change.
- Maintain safe access to homes, businesses, health facilities and public transport stopping points.
- Inspect diversions at the start and end of every shift and after rainfall.
- Coordinate abnormal loads, emergency services and utility works through the Community Liaison Officer.
- Record traffic incidents and implement corrective action immediately.

5. Clearing, Earthworks and Formation

Clearing limits will be pegged and approved before vegetation or structures are removed. Topsoil will be stripped, stockpiled separately and reused for reinstatement. Unsuitable material will be excavated to approved limits and disposed of at authorized sites. Embankment and selected fill will be placed in controlled layers, moisture-conditioned and compacted to the specified density. Trial sections will

establish equipment combinations, layer thickness and rolling patterns. Formation will be proof-rolled, tested and approved before pavement layers begin.

6. Drainage and Structures

Drainage works will generally precede pavement construction. Existing flows will be maintained through staged construction, temporary pipes or channels. Excavations will be shored or battered, dewatered and protected against public access. Pipe and box culverts will be founded on approved material; concrete will be produced, tested, cured and protected in accordance with the Specifications. Side drains, headwalls, catchpits, scour protection and outlets will be completed progressively. Outfalls will be checked for erosion risk and downstream impacts before commissioning.

7. Pavement Construction

Approved sources will supply subbase and crushed-stone base. Materials will undergo source approval, grading, plasticity, strength and durability tests. Layers will be spread to controlled thickness, moisture-conditioned, compacted using approved roller patterns, trimmed to line and level, and tested for density, thickness and surface regularity. Failed areas will be scarified, corrected and retested. No succeeding layer will be placed until the underlying layer is accepted.

8. Asphalt and Bituminous Works

Before asphalt production, the Contractor will submit the job-mix formula and complete plant and paving trials. The asphalt plant will be calibrated; aggregates and binder will be stored to avoid contamination. The surface will be cleaned and approved before prime or tack coat. Asphalt will be transported in covered trucks, laid by sensor-controlled pavers and compacted within the specified temperature range. Continuous checks will cover mix temperature, binder content, grading, density, thickness, levels, joints and smoothness. Defective material will be removed and replaced.

9. Road Safety, Junctions and Street Lighting

Permanent signs, markings, delineators, guardrails and pedestrian facilities will be installed after the relevant pavement sections are accepted, while temporary safety controls remain in service. Junction works will be staged to preserve access. Lighting foundations, ducts, poles, luminaires, cabling, earthing and controls will be installed by a qualified electrical subcontractor. Electrical tests, illumination checks and commissioning records will be submitted before acceptance.

10. Quality Assurance and Control

The Materials/QA Engineer will implement an approved Quality Management Plan, inspection and test plans, hold/witness points and document-control system. Only approved drawings, specifications, materials and method statements will be used. The site laboratory will maintain calibrated equipment and traceable test records. Nonconformities will be identified, contained, investigated, corrected and closed with the Engineer's acceptance.

Work element	Minimum control records
Earthworks	Material approval, layer register, moisture/density tests, levels and proof-rolling records
Pavement	Source and grading tests, density, thickness, level and regularity results
Concrete/drainage	Excavation approvals, reinforcement checks, batch records, slump/cube tests and curing records
Asphalt	Job-mix formula, calibration, temperatures, extraction/grading, cores/density and smoothness
Ancillary works	Material certificates, installation inspections, electrical tests and commissioning sheets

11. Environmental and Social Management

The Contractor will implement the approved C-ESMP and topic plans before and during construction. Controls will address dust, noise, erosion, waste, borrow areas, water quality, biodiversity, community health and safety, labour conditions, worker accommodation and grievance handling. All workers will

sign and receive induction on the Code of Conduct. The Social/SEA-SH Specialist will maintain confidential survivor-centred referral arrangements and awareness measures without investigating sensitive complaints outside the approved protocol.

12. Occupational Health and Safety

The OHS Manager will establish risk assessments, permits to work, toolbox talks, PPE rules, equipment inspections, emergency arrangements and incident reporting. High-risk activities—including lifting, excavation, traffic interfaces, electrical work, confined spaces and work near moving plant—will require approved task controls. First aid, fire protection, rescue equipment and emergency communication will be maintained at active work fronts.

13. Resources and Work-Front Coordination

Work front	Principal resources	Planned period
Mobilization/surveys	Management team, survey crew, laboratory and light plant	Months 1–2
Drainage and structures	Drainage team, excavators, concrete plant and lifting equipment	Months 2–14
Earthworks	Earthworks team, dozers, excavators, graders, trucks, bowsters and rollers	Months 2–10
Pavement layers	Pavement team, crusher, graders, loaders, trucks and rollers	Months 5–13
Asphalt surfacing	Asphalt plant, pavers, rollers, trucks and laboratory	Months 8–16
Safety/lighting/reinstatement	Specialist teams and finishing crews	Months 11–17
Testing/handover	Management, survey, QA and ESHS close-out teams	Months 17–18

14. Programme Control and Reporting

The approved baseline programme will be resource-loaded and linked to procurement, approvals and cash flow. Progress will be measured weekly by quantities and milestones, with monthly updates showing actual progress, critical path, constraints, recovery actions and a three-month look-ahead. If slippage threatens completion, the Contractor will resequence work, add shifts or resources, increase production capacity and submit a recovery programme without reducing quality or ESHS controls.

15. Testing, Completion and Handover

Completion will be managed section by section. The Contractor will undertake pre-inspections, rectify defects, complete final testing, remove temporary works, reinstate disturbed areas and clear waste. Deliverables will include as-built drawings, test dossiers, asset information, warranties, operation manuals, training records, environmental and social close-out reports and the final account. A dedicated team will address defects during the Defects Liability Period within the response times stated in the Contract.

16. Key Risks and Mitigation

Risk	Mitigation
Late approvals or utility conflicts	Early surveys, approval register, RFIs, weekly interface meetings and protected work fronts.
Heavy rainfall/flooding	Prioritize drainage, monitor forecasts, protect stockpiles and maintain emergency pumping/erosion controls.
Material or fuel interruption	Approve multiple sources, maintain buffer stocks and track consumption and deliveries.
Traffic/community disruption	Stage works, maintain access, communicate changes and respond quickly through the grievance mechanism.
Programme slippage	Weekly production review, look-ahead planning, additional shifts/equipment and formal recovery programme.
Quality failure	Trial sections, hold points, calibrated testing, competent supervision and immediate NCR correction.

All methodology stated in blue is illustrative and must be reconciled with the final drawings, specifications, programme, permits, approved C-ESMP, traffic plan and actual resources before Bid submission.

BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS

MOBILIZATION SCHEDULE

Juba Urban Roads Improvement Project

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

Assumption: Notice to Proceed issued on 1 October 2026. Full initial mobilization will be achieved within 12 weeks while early surveys, drainage preparation and approved enabling works commence.

ID	Mobilization activity	Start	Finish	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
A	Contract administration and securities	W1	W2	■	■										
A1	Performance/ESHS securities, insurances and permits	W1	W2	■	■										
A2	Baseline programme, cash flow, method statements and management plans	W1	W4	■	■	■	■								
B	Site possession, surveys and stakeholder entry	W1	W4	■	■	■	■								
B1	Joint condition survey, utilities mapping and benchmarks	W1	W3	■	■	■									
B2	Stakeholder notices, community liaison and grievance mechanism	W1	W4	■	■	■	■								
C	Contractor's camp and facilities	W1	W8	■	■	■	■	■	■	■	■				
C1	Secure land, site layout and temporary access	W1	W2	■	■										
C2	Camp offices, stores, workshop, welfare and security	W2	W7		■	■	■	■	■	■					
C3	Power, water, sanitation, ICT and waste systems	W3	W8			■	■	■	■	■	■				
D	Employer's Project Manager facilities	W1	W8	■	■	■	■	■	■	■	■				
D1	Fully equipped Project Manager's site office	W2	W7		■	■	■	■	■	■					
D2	Furniture, computers, printer, internet, meeting room and utilities	W5	W8					■	■	■	■				
E	Dedicated site laboratory	W2	W9		■	■	■	■	■	■	■	■			

ID	Mobilization activity	Start	Finish	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
E1	Laboratory building, benches, water/power and secure sample store	W2	W6		■	■	■	■	■						
E2	Deliver soil, aggregate, concrete and asphalt test equipment	W4	W7				■	■	■	■					
E3	Calibration, trial testing and Engineer's acceptance	W7	W9							■	■	■			
F	Personnel mobilization	W1	W8	■	■	■	■	■	■	■	■				
F1	Project Manager and core management team	W1	W2	■	■										
F2	Engineers, survey, QA and ESHS personnel	W1	W4	■	■	■	■								
F3	Supervisors, foremen, operators, technicians and labour	W3	W8			■	■	■	■	■	■				
G	Plant and equipment mobilization	W2	W12		■	■	■	■	■	■	■	■	■	■	■
G1	Earthworks equipment and transport fleet	W2	W5		■	■	■	■							
G2	Crusher, concrete plant and laboratory vehicles	W3	W7			■	■	■	■	■					
G3	Asphalt plant, pavers and asphalt rollers	W6	W12						■	■	■	■	■	■	■
H	Materials and production sources	W1	W10	■	■	■	■	■	■	■	■	■	■		
H1	Quarry, borrow-pit and water-source investigations	W1	W4	■	■	■	■								
H2	Source testing, approvals and permits	W3	W7			■	■	■	■	■					
H3	Initial stocks of fill, aggregates, cement, fuel and safety materials	W6	W10						■	■	■	■	■		
I	Traffic, ESHS and emergency readiness	W1	W6	■	■	■	■	■	■						
I1	Traffic diversions, signs, barriers and access arrangements	W2	W6		■	■	■	■	■						
I2	Induction, PPE, first aid, fire and emergency systems	W1	W5	■	■	■	■	■							
J	Readiness reviews and commencement	W4	W12				■	■	■	■	■	■	■	■	■
J1	Mobilization inspection and corrective actions	W6	W9						■	■	■	■			

ID	Mobilization activity	Start	Finish	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
J2	Approval to commence main earthworks and drainage fronts	W9	W10									■	■		
J3	Full mobilization milestone	W12	W12												■

Legend: ■ planned activity period. Summary rows are shaded light blue. Mobilization activities will be updated in the detailed programme after award.

Mobilization deliverables and acceptance evidence

Deliverable	Responsible lead	Evidence of readiness	Target
Contractor's camp operational	Administration & Logistics Manager	Approved layout; utilities; stores; workshop; welfare and security inspection	End W8
Project Manager's office operational	Project Manager / Administration	Furnished office, meeting room, ICT, power, water, sanitation and inventory accepted	End W8
Dedicated laboratory accepted	Materials/QA Engineer	Building inspection, equipment inventory, calibration certificates and successful trial tests	End W9
Core personnel mobilized	Project Manager	Attendance, qualifications, inductions and approved PER-1/PER-2 personnel	End W4
Earthworks fleet ready	Construction Manager	Inspection certificates, ownership/lease evidence and deployment register	End W5
Material sources approved	Highway & Materials Engineers	Permits, source test reports, mix/design approvals and supply agreements	End W7
Traffic and ESHS systems active	OHS/Social/Environmental leads	Approved plans, signs/barriers, emergency facilities, inductions and grievance channels	End W6
Full initial mobilization	Project Manager	Joint readiness inspection and accepted mobilization report	End W12

Important: All blue dates, periods and resource commitments are illustrative and must be aligned with the actual Notice to Proceed, access dates, permits, import/logistics constraints and approved programme.

CONSTRUCTION SCHEDULE — 18 MONTHS

Upgrading of the Gudele–Luri Road, Juba County

MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

Programme basis: Start 1 October 2026; completion 31 March 2028. Mobilization overlaps with surveys and approved enabling works.

ID	Activity	Resources	CP	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
1	Mobilization and management plans	PM; admin; survey; ESHS	Y	■	■	■															
2	Site offices, Project Manager office and laboratory	Admin; QA; subcontractors	Y	■	■	■															
3	Surveys, setting out, utilities and design verification	Surveyor + 4; engineers	Y	■	■	■	■														
4	Traffic management and temporary works	OHS; 2 traffic crews	N	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
5	Material sources, crusher set-up and approvals	Materials Engineer; crusher crew	Y	■	■	■	■	■													
6	Clearing, grubbing and topsoil	2 dozers; 3 excavators; 8 trucks	N		■	■	■	■	■												
7	Earthworks and formation — Section 1 (km 0–4)	2 teams; graders; rollers; trucks	Y		■	■	■	■	■	■											
8	Earthworks and formation — Section 2 (km 4–8)	2 teams; graders; rollers; trucks	Y				■	■	■	■	■	■									
9	Earthworks and formation — Section 3 (km 8–12)	2 teams; graders; rollers; trucks	Y						■	■	■	■	■	■							
10	Culverts and drainage — Section 1	2 drainage crews; concrete plant	Y		■	■	■	■	■	■	■										
11	Culverts and drainage — Section 2	2 drainage crews; concrete plant	Y				■	■	■	■	■	■	■								
12	Culverts and drainage — Section 3	2 drainage crews; concrete plant	Y						■	■	■	■	■	■	■	■					
13	Subbase — Section 1	crusher; loaders; trucks; 2 rollers	Y					■	■	■	■										
14	Subbase — Section 2	crusher; loaders; trucks; 2 rollers	Y							■	■	■	■								

ID	Activity	Resources	CP	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
15	Subbase — Section 3	crusher; loaders; trucks; 2 rollers	Y																		
16	Crushed-stone base — Section 1	crusher; graders; 3 rollers	Y																		
17	Crushed-stone base — Section 2	crusher; graders; 3 rollers	Y																		
18	Crushed-stone base — Section 3	crusher; graders; 3 rollers	Y																		
19	Asphalt trials and job-mix approval	asphalt plant; lab; paving crew	Y																		
20	Asphalt surfacing — Section 1	plant; 2 pavers; 4 rollers; 12 trucks	Y																		
21	Asphalt surfacing — Section 2	plant; 2 pavers; 4 rollers; 12 trucks	Y																		
22	Asphalt surfacing — Section 3	plant; 2 pavers; 4 rollers; 12 trucks	Y																		
23	Junction improvements and accesses	1 civil crew; traffic crew	N																		
24	Street lighting works	electrical subcontractor	N																		
25	Signs, markings, guardrails and pedestrian facilities	road-safety subcontractor	N																		
26	Environmental/social mitigation and reinstatement	ESHS team; 2 reinstatement crews	N																		
27	Testing, snag correction and as-built records	QA; survey; construction teams	Y																		
28	Handover and demobilization	PM; QA; ESHS; admin	Y																		

Legend: Blue bars = planned activities; red bars / CP = critical or near-critical activities requiring priority monitoring.

Milestones and output targets

Milestone	Target date	Acceptance evidence	Linked activities
Initial mobilization accepted	31 December 2026	Offices/camp/laboratory operational; core staff and initial fleet mobilized	1–5
Section 1 pavement base accepted	31 July 2027	Drainage, formation, subbase and base test dossiers accepted	7, 10, 13, 16
Section 1 asphalt complete	30 September 2027	Asphalt tests and sectional inspection accepted	19–20
All earthworks and major drainage complete	31 October 2027	Sections 1–3 formation and principal drainage accepted	7–12
All pavement base complete	30 November 2027	Subbase/base layers for 12 km accepted	13–18
All asphalt complete	31 January 2028	12 km asphalt surfacing test dossier accepted	20–22
Substantial completion	29 February 2028	Safety, lighting, access and reinstatement substantially complete	23–26
Completion and handover	31 March 2028	Final testing, as-builts, manuals, close-out reports and handover	27–28

Programme control: The baseline will be resource-loaded in scheduling software after award, updated monthly and supported by weekly look-ahead plans. Delay to a critical activity will trigger resequencing, additional shifts or equipment and a formal recovery programme.

Important: All blue dates, durations and resource allocations are illustrative and must be validated against the final drawings, quantities, productivity calculations, access dates, rainfall assumptions and approved baseline programme.

ENVIRONMENTAL AND SOCIAL MANAGEMENT STRATEGIES AND IMPLEMENTATION PLANS (ES-MSIP) AND CODE OF CONDUCT

Juba Urban Roads Improvement Project | MoRB/JURIP/2026–2027/W/001

Bidder: Nile Infrastructure and Construction Ltd. (fictional)

SAMPLE — PROJECT-SPECIFIC INSERTIONS ARE SHOWN IN BLUE

Part A — ES Management Strategy

The Contractor will establish an integrated environmental and social management system led by the Project Manager and implemented by the Environmental Specialist, Social/SEA-SH Specialist and OHS Manager. The system will apply to all workers, suppliers and subcontractors and will be reviewed whenever the design, work method, location or risk profile changes.

Plan / risk area	Principal actions	Resources and records	Responsible lead / timing
C-ESMP and permits	Prepare the C-ESMP and obtain approvals before relevant works; maintain a legal/permit register and method-specific risk assessments.	Environmental staff, permit register, inspections, monthly ES report.	Environmental Specialist; pre-mobilization and continuous.
Traffic and community safety	Use staged work zones, signs, barriers, flag personnel, safe pedestrian access, speed control and emergency coordination.	Traffic crews, barriers, reflective signs, lighting and incident register.	OHS Manager; before each traffic-stage change.
OHS	Induction, task risk assessments, permits to work, PPE, inspections, emergency response, first aid and incident investigation.	Four OHS officers, first-aid stations, PPE, fire and rescue equipment.	OHS Manager; daily/continuous.
Dust, noise and vibration	Water exposed surfaces, cover loads, maintain plant, limit noisy work near sensitive receptors and monitor complaints.	Water bowzers, maintenance logs and monitoring/complaint records.	Environmental Specialist and supervisors.
Erosion, drainage and water	Install drainage early, protect stockpiles, provide silt controls, manage dewatering and prevent polluted discharge.	Silt traps, bunds, spill kits and water-quality inspections.	Drainage Engineer / Environmental Specialist.
Waste and hazardous materials	Segregate waste, use licensed disposal routes, provide bunded storage and maintain spill-prevention/response controls.	Labelled bins, secure stores, manifests and spill register.	Environmental Specialist / Stores Officer.
Borrow areas and quarries	Use approved sources, manage access and drainage, control blasting if applicable and implement progressive rehabilitation.	Permits, source plans, inspections and rehabilitation records.	Materials and Environmental Specialists.
Labour and working conditions	Use written terms, lawful recruitment, fair treatment, worker grievance channels, welfare facilities and prohibition of forced/child labour.	HR records, worker GM log, payroll and welfare inspections.	HR Manager / Social Specialist.
Community engagement and grievances	Provide advance notices, accessible grievance channels, response timelines and documented closure without retaliation.	Two CLOs, hotline, grievance database and monthly reporting.	Social Specialist; continuous.
SEA/SH prevention and response	Enforce the Code, train all personnel, map confidential referral services, provide safe reporting options and apply survivor-centred protocols.	Social/SEA-SH Specialist, trained focal persons, referral directory and confidential records.	Social/SEA-SH Specialist; pre-mobilization and continuous.
Biodiversity and chance finds	Restrict clearing, prohibit hunting, stop work around sensitive finds and apply the chance-finds procedure.	Marked limits, inductions, stop-work and notification records.	Environmental Specialist / site supervisors.
Close-out and reinstatement	Remove temporary facilities, restore disturbed land, close waste/borrow sites and submit an ES close-out report.	Reinstatement crews, inspections and close-out evidence.	Project Manager / ES team; Months 16–18.

Implementation, Monitoring and Reporting

- Daily supervisor checks and weekly joint ESHS inspections of active work fronts.
- Monthly ES-MSIP performance report covering incidents, grievances, training, inspections, nonconformities and corrective actions.
- Immediate notification and management of serious incidents in accordance with the Contract, while protecting confidentiality.
- Subcontractor approval, induction, monitoring and enforcement using the same requirements as the Contractor.
- Management review each month; repeated or serious noncompliance may result in work suspension or removal of personnel.

Training and Communication

All personnel will receive induction before site access and refresher training appropriate to their role. Topics include the Code of Conduct, OHS, traffic safety, environmental controls, respectful conduct, grievance channels and SEA/SH prevention and reporting. Training attendance and comprehension will be documented; key messages will be available in English, Arabic and relevant local languages.

Part B — Code of Conduct for Contractor's Personnel

We are Nile Infrastructure and Construction Ltd. We have signed a contract with the Ministry of Roads and Bridges for upgrading approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works. The Works will be carried out along the Gudele–Luri Road corridor, approved camps, material sources and other authorized project locations in Juba County.

This Code forms part of our measures for managing environmental and social risks. It applies to all our staff, labourers and employees and to every subcontractor, supplier or other person assisting with the Works. Unsafe, offensive, abusive, discriminatory or violent behaviour will not be tolerated. Personnel may raise concerns without fear of retaliation.

Required Conduct

1. Perform duties competently, diligently and in accordance with lawful instructions.
2. Comply with this Code, applicable law and requirements protecting health, safety and well-being.
3. Maintain safe workplaces, plant and processes; wear required PPE; control hazardous substances; and follow emergency procedures.
4. Report unsafe or unhealthy conditions and leave an activity presenting imminent and serious danger.
5. Treat all persons with dignity and respect and do not discriminate, bully, threaten or intimidate.
6. Do not engage in sexual harassment, exploitation or abuse.
7. Do not engage in sexual activity with any person under 18, subject only to any lawful pre-existing marriage exception recognized by the Contract.
8. Complete required environmental, social, OHS and SEA/SH training.
9. Report suspected violations through the approved channels and cooperate with authorized processes.
10. Do not retaliate against anyone who reports a concern or uses a worker or project grievance mechanism.
11. Protect confidential information and do not identify a complainant or affected person without authority.
12. Comply with community-access, traffic-safety, environmental-protection and substance-free workplace rules.

Raising Concerns

A person who observes behaviour that may violate this Code should promptly contact Ms. Grace Adut Atem, Social/SEA-SH Specialist, confidentially in writing at the Site Social Office, by telephone on +211 92 555 0199, or in person at the Contractor's main site camp. A confidential hotline is available at +211 92 555 0200. Anonymous reports may be submitted.

Identity will be protected to the greatest extent permitted by law and the Contract. Reports will be handled seriously and referred through the approved process. Where appropriate, the Contractor will offer a confidential referral to qualified support services. No person may retaliate against anyone who raises a concern in good faith.

Consequences of Violation

A violation may lead to corrective action, removal from the Site, disciplinary measures up to termination, contractual action against a subcontractor, and referral to competent authorities where required by law. Measures will follow due process and confidentiality requirements.

Acknowledgement by Contractor's Personnel

I have received this Code in a language I understand. I understand its requirements and know that I may contact Ms. Grace Adut Atem for clarification or confidential guidance on reporting channels.

Field	Entry
Name of Contractor's Personnel	
Signature	
Date	
Countersignature—authorized Contractor representative	Ms. Ajak Nyandeng Chol, Managing Director
Countersignature	
Date	

Attachment 1 — Illustrative Prohibited Behaviours

The following non-exhaustive examples illustrate prohibited conduct in formal, non-graphic terms:

- Offering employment, services, access, benefits or favourable treatment in exchange for sexual activity.
- Using authority, unequal power or a person's vulnerability for sexual purposes.
- Any sexual act without valid consent, including conduct involving coercion, threats or force.
- Unwelcome sexual comments, requests, messages, images, gestures or physical contact.
- Conditioning employment, promotion, pay or workplace benefits on sexual cooperation.
- Retaliating against, intimidating or exposing the identity of a person who reports a concern.
- Any sexual activity involving a person under 18, subject only to the limited lawful exception stated in the Code.

All blue project names, contacts, numbers and implementation arrangements are illustrative and must be checked against the final ES assessment, referral mapping, applicable law, Contract and approved C-ESMP before use.

FORM ELI-1.1 — BIDDER INFORMATION FORM

A: Single-Firm Bidder

MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

SAMPLE — ALL COMPANY AND OWNERSHIP DETAILS ARE FICTIONAL

Date	15 September 2026
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road
Page	1 of 2
Bidder's name	Nile Infrastructure and Construction Ltd.
Joint Venture members	Not Applicable — Bid submitted by a single legal entity
Country of registration	Republic of South Sudan
Year of incorporation	2017
Legal address	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Authorized representative	Ms. Ajak Nyandeng Chol, Managing Director
Representative address	Plot 18, Airport Road, Juba, Republic of South Sudan
Telephone / Fax	+211 92 111 2233 / Not Applicable
E-mail	bids@nileinfrastructure.example

1. Attached documents

Document / information	Status
Certificate of Incorporation and Articles of Association	Attached — Annex ELI-1
Current business/trading licence and tax-registration evidence	Attached — Annex ELI-2
JV agreement or letter of intent	Not Applicable
Government-owned enterprise autonomy documents	Not Applicable — privately owned company
Power of Attorney for authorized representative	Attached — Annex ELI-3

2. Governance and beneficial ownership

Board of Directors	Ms. Ajak Nyandeng Chol (Chair/Managing Director); Mr. Bol Deng Kuol (Finance Director); Mr. James Loku Wani (Non-Executive Director)
Beneficial owners	Ms. Ajak Nyandeng Chol — 55%; Mr. Bol Deng Kuol — 25%; Nile Development Holdings Ltd. — 20%
Organizational chart	Attached — Annex ELI-4
Directors and beneficial-ownership declaration	Attached — Annex ELI-5

Important: All blue entries are illustrative and must be replaced by verified corporate, registration, governance and beneficial-ownership information supported by certified documents.

FORM ELI-1.1 — BIDDER INFORMATION FORM

B: Joint Venture Bidder

MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

SAMPLE — ALL COMPANY AND OWNERSHIP DETAILS ARE FICTIONAL

Date	15 September 2026
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road
Page	1 of 4
Bidder's Joint Venture name	Nile–East Africa Roads Joint Venture
JV members	1. Nile Infrastructure and Construction Ltd. (Lead Member) — South Sudan; 2. East Africa Roads & Bridges Ltd. — Kenya
JV country of registration	Prospective JV to be constituted in the Republic of South Sudan upon award
Intended year of constitution	2026
JV correspondence address	c/o Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba
Authorized representative	Ms. Ajak Nyandeng Chol, JV Authorized Representative
Telephone / Fax	+211 92 111 2233 / Not Applicable
E-mail	jv.bids@nileinfrastructure.example

1. Attached documents

Document / information	Status
Letter of Intent to form the JV, signed by both members	Attached — Annex JV-1
Draft JV Agreement, including joint and several liability	Attached — Annex JV-2
Lead Member authorization and JV Power of Attorney	Attached — Annex JV-3
Incorporation/registration documents for each member	Attached to each member's Form ELI-1.2
Government-owned enterprise autonomy documents	Not Applicable — both members are privately owned

2. JV governance and beneficial ownership

Proposed participation	Nile Infrastructure and Construction Ltd. — 60%; East Africa Roads & Bridges Ltd. — 40%
JV Management Committee	Ms. Ajak Nyandeng Chol (Chair); Mr. David Mwangi Kamau (Member); Eng. Daniel Wani Lado (Project Manager, non-voting secretary)
Organizational chart	Attached — Annex JV-4
Beneficial ownership	Disclosed separately for each member in Forms ELI-1.2 and consolidated in Annex JV-5

FORM ELI-1.2 — JV MEMBER 1 (LEAD MEMBER)

JV name	Nile–East Africa Roads Joint Venture
JV member	Nile Infrastructure and Construction Ltd.
Country / year of registration	Republic of South Sudan / 2017
Legal address	Plot 18, Airport Road, P.O. Box 789, Juba
Authorized representative	Ms. Ajak Nyandeng Chol, Managing Director
Telephone / E-mail	+211 92 111 2233 / bids@nileinfrastructure.example

Attached documents

Document / information	Status
Certificate of Incorporation and Articles	Attached — Member 1 Annex 1
Business licence and tax evidence	Attached — Member 1 Annex 2
Government-owned enterprise documents	Not Applicable

Governance and beneficial ownership

Board	Ajak Nyandeng Chol; Bol Deng Kuol; James Loku Wani
Beneficial owners	Ajak Nyandeng Chol — 55%; Bol Deng Kuol — 25%; Nile Development Holdings Ltd. — 20%
Organizational chart and ownership declaration	Attached — Member 1 Annexes 3–4

FORM ELI-1.2 — JV MEMBER 2

JV name	Nile–East Africa Roads Joint Venture
JV member	East Africa Roads & Bridges Ltd.
Country / year of registration	Republic of Kenya / 2012
Legal address	Enterprise Road, Industrial Area, P.O. Box 45678, Nairobi, Kenya
Authorized representative	Mr. David Mwangi Kamau, Managing Director
Telephone / E-mail	+254 700 445566 / tenders@earb.example

Attached documents

Document / information	Status
Certificate of Incorporation and Articles	Attached — Member 2 Annex 1
Current contractor registration and tax evidence	Attached — Member 2 Annex 2
Government-owned enterprise documents	Not Applicable

Governance and beneficial ownership

Board	David Mwangi Kamau; Anne Wanjiru Kibe; Peter Otieno Ouma
Beneficial owners	David Mwangi Kamau — 45%; Anne Wanjiru Kibe — 35%; EARB Employee Trust — 20%
Organizational chart and ownership declaration	Attached — Member 2 Annexes 3–4

Important: All blue JV, member, director and beneficial-ownership information is illustrative and must be replaced by verified information. Each member remains responsible for its own Form ELI-1.2 and supporting documents.

FORM CON-2 — HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

A: SINGLE BIDDER

SAMPLE — ALL CONTRACT AND DISPUTE DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member's name	Not Applicable	Page	1 of 1
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Disclosure period	Since 1 January 2021

1. Non-Performed Contracts

☒ Contract non-performance due to contractor default did not occur since 1 January 2021.

Year	Non-performed portion	Contract identification / employer / reason	Total contract amount
Not Applicable	Nil	No contract non-performance due to contractor default.	Not Applicable

2. Pending Litigation

☒ Pending litigation exists and is disclosed below.

Year	Amount in dispute	Contract identification / employer / matter / status	Total contract amount and SSP equivalent
2025	SSP 420,000,000	Wau Urban Roads Improvement Works, Contract WUR/2020/07; Employer: Wau City Council, Wau, South Sudan; dispute over valuation of instructed drainage variations; initiated by Contractor; adjudication pending, no work suspension.	SSP 12,000,000,000

3. Litigation History

☒ Litigation history exists and is disclosed below; it does not represent a consistent history of adverse awards.

Year of award	Outcome as % of net worth	Contract identification / employer / matter / decision	Total contract amount and SSP equivalent
2023	1.2% — award substantially in Bidder's favour	Juba Municipal Roads Package JMR/2019/03; Employer: Juba City Council; dispute on delayed possession and extension costs; initiated by Contractor; tribunal awarded part of claimed prolongation cost.	SSP 6,500,000,000

Certification: The Bidder/JV member certifies that this disclosure is complete and authorizes verification with the identified employers and tribunals.

Authorized representative: _____ **Signature:** _____ **Date:**
15 September 2026

Important: All blue disclosures are illustrative and must be replaced by a complete, verified disclosure supported by contract records, pleadings, decisions and financial statements.

FORM CON-2 — HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

B: FOR JOINT VENTURE

SAMPLE — ALL CONTRACT AND DISPUTE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	Nile Infrastructure and Construction Ltd. (Lead Member)	Page	1 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Disclosure period	Since 1 January 2021

1. Non-Performed Contracts

☒ Contract non-performance due to contractor default did not occur since 1 January 2021.

Year	Non-performed portion	Contract identification / employer / reason	Total contract amount
Not Applicable	Nil	No contract non-performance due to contractor default.	Not Applicable

2. Pending Litigation

☒ Pending litigation exists and is disclosed below.

Year	Amount in dispute	Contract identification / employer / matter / status	Total contract amount and SSP equivalent
2025	SSP 420,000,000	Wau Urban Roads Improvement Works, Contract WUR/2020/07; Employer: Wau City Council; valuation of instructed drainage variations; Contractor initiated; adjudication pending.	SSP 12,000,000,000

3. Litigation History

☒ Litigation history exists and is disclosed below; it does not represent a consistent history of adverse awards.

Year of award	Outcome as % of net worth	Contract identification / employer / matter / decision	Total contract amount and SSP equivalent
2023	1.2% — substantially in member's favour	Juba Municipal Roads Package JMR/2019/03; Employer: Juba City Council; delayed possession/prolongation cost; partial award to Contractor.	SSP 6,500,000,000

Certification: The Bidder/JV member certifies that this disclosure is complete and authorizes verification with the identified employers and tribunals.

Authorized representative: _____ **Signature:** _____ **Date:**
15 September 2026

FORM CON-2 — HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

SAMPLE — ALL CONTRACT AND DISPUTE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	East Africa Roads & Bridges Ltd.	Page	2 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Disclosure period	Since 1 January 2021

1. Non-Performed Contracts

☒ Contract non-performance due to contractor default did not occur since 1 January 2021.

Year	Non-performed portion	Contract identification / employer / reason	Total contract amount
Not Applicable	Nil	No contract non-performance due to contractor default.	Not Applicable

2. Pending Litigation

☒ No pending litigation as at 15 September 2026.

Year	Amount	Contract identification	Total contract amount
Not Applicable	Nil	No pending litigation.	Not Applicable

3. Litigation History

☒ Litigation history exists and is disclosed below; it does not represent a consistent history of adverse awards.

Year of award	Outcome as % of net worth	Contract identification / employer / matter / decision	Total contract amount and SSP equivalent
2022	0.8% — award partly against member	County Road Upgrade CRU/2018/11; Employer: County Government (fictional), Kenya; dispute over delay damages and weather entitlement; Employer initiated; tribunal reduced but partly upheld damages.	KES 1,800,000,000; illustrative SSP equivalent SSP 9,900,000,000

Certification: The Bidder/JV member certifies that this disclosure is complete and authorizes verification with the identified employers and tribunals.

Authorized representative: _____ **Signature:** _____ **Date:** 15 September 2026

Important: Each JV member must submit its own complete Form CON-2. All blue information is illustrative and must be replaced by verified disclosures and supporting evidence.

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE

DECLARATION

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member / specialized subcontractor	Nile Infrastructure and Construction Ltd.	Entity capacity	Bidder
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	1 of 3
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE DECLARATION

A; FOR SINGLE FIRM

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member / specialized subcontractor	Juba Electrical & Lighting Services Ltd.	Entity capacity	Specialized Subcontractor — street-lighting works
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	2 of 3
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE DECLARATION

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member / specialized subcontractor	East Africa Materials Testing Services Ltd.	Entity capacity	Specialized Subcontractor — independent/specialist laboratory testing
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	3 of 3
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____

_____ **Date:** 15 September 2026

Important: Each entity must independently verify and sign its declaration. All blue information is illustrative and must be supported by complete internal and employer records.

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE DECLARATION

B: FOR JOINT VENTURE

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member / specialized subcontractor	Nile Infrastructure and Construction Ltd.	Entity capacity	JV Lead Member
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	1 of 4
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE

DECLARATION

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member / specialized subcontractor	East Africa Roads & Bridges Ltd.	Entity capacity	JV Member
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	2 of 4
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE

DECLARATION

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member / specialized subcontractor	Juba Electrical & Lighting Services Ltd.	Entity capacity	Specialized Subcontractor — street-lighting works
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	3 of 4
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____

_____ **Date:** 15 September 2026

FORM CON-3 — ENVIRONMENTAL AND SOCIAL PERFORMANCE

DECLARATION

SAMPLE — ALL ENTITY AND PERFORMANCE DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member / specialized subcontractor	East Africa Materials Testing Services Ltd.	Entity capacity	Specialized Subcontractor — independent/specialist laboratory testing
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Page	4 of 4
Disclosure period	Five years preceding 15 September 2026	Applicable criterion	Section IV, Sub-Factor 2.5

Environmental and Social Performance Declaration

☒ **No suspension or termination:** No employer has suspended or terminated a contract, in whole or in part, for reasons related to environmental or social performance during the disclosure period.

☒ **No performance security called:** No employer has called a performance security for reasons related to environmental, social, health or safety performance during the disclosure period.

☐ **Declaration of suspension or termination:** Not Applicable.

Year	Suspended/terminated portion	Contract identification / employer / reason	Total contract amount and SSP equivalent
Not Applicable	Nil	No ES-related suspension or termination to report.	Not Applicable

Performance Security Called for ESHS Reasons

Year	Contract identification / employer / reason for call	Total contract amount and SSP equivalent
Not Applicable	No ESHS-related performance-security call to report.	Not Applicable

Certification: We certify that this declaration is complete and accurate and authorize the Procuring Entity to verify the information with former and current employers.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

Important: Each JV member and specialized subcontractor must independently verify and sign its own declaration. All blue information is illustrative.

FORM FIN-3.1 — FINANCIAL SITUATION AND PERFORMANCE

A: SINGLE FIRM

SAMPLE — ALL FINANCIAL FIGURES AND BANK DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member's name	Not Applicable	Page	1 of 1
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	SSP equivalent
Historic period	Three audited years: 2023, 2024 and 2025	Conversion note	Original financial statements prepared in SSP; no conversion required.

1. Financial Data

Financial information (SSP equivalent)	2023	2024	2025
Statement of Financial Position			
Total Assets (TA)	18,000,000,000	21,000,000,000	25,000,000,000
Total Liabilities (TL)	8,000,000,000	9,000,000,000	10,000,000,000
Total Equity / Net Worth (NW)	10,000,000,000	12,000,000,000	15,000,000,000
Current Assets (CA)	8,000,000,000	9,500,000,000	11,000,000,000
Current Liabilities (CL)	3,000,000,000	3,500,000,000	4,000,000,000
Working Capital (WC = CA – CL)	5,000,000,000	6,000,000,000	7,000,000,000
Income Statement			
Total Revenue (TR)	10,800,000,000	12,400,000,000	14,900,000,000
Profit Before Tax (PBT)	1,300,000,000	1,500,000,000	2,000,000,000
Cash Flow			
Cash Flow from Operating Activities	1,600,000,000	1,800,000,000	2,300,000,000

2. Sources of Finance

No.	Source of finance	Evidence / conditions	Amount (SSP equivalent)
1	Unconditional bank line of credit	Equatoria Commercial Bank letter dated 5 September 2026	2,500,000,000
2	Unrestricted cash and bank balances	Audited 2025 statements and bank confirmations	1,500,000,000
3	Supplier/equipment credit facility	Binding 180-day facility for fuel, bitumen and parts	750,000,000
TOTAL AVAILABLE FINANCE			4,750,000,000

3. Financial Documents

☒ Attached are complete independently audited financial statements, including notes, for 2023, 2024 and 2025.

☒ The statements relate to the bidding legal entity/JV member and not to a parent or affiliated entity.

☒ Attached financing evidence includes bank credit letters, cash/bank evidence and binding supplier or equipment-credit facilities.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

Important: All blue figures are illustrative and must be replaced with audited figures and verifiable finance available net of other commitments.

FORM FIN-3.1 — FINANCIAL SITUATION AND PERFORMANCE

B: FOR JOINT VENTURE

SAMPLE — ALL FINANCIAL FIGURES AND BANK DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	Nile Infrastructure and Construction Ltd. (Lead Member)	Page	1 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	SSP equivalent
Historic period	Three audited years: 2023, 2024 and 2025	Conversion note	Original statements in SSP.

1. Financial Data

Financial information (SSP equivalent)	2023	2024	2025
Statement of Financial Position			
Total Assets (TA)	18,000,000,000	21,000,000,000	25,000,000,000
Total Liabilities (TL)	8,000,000,000	9,000,000,000	10,000,000,000
Total Equity / Net Worth (NW)	10,000,000,000	12,000,000,000	15,000,000,000
Current Assets (CA)	8,000,000,000	9,500,000,000	11,000,000,000
Current Liabilities (CL)	3,000,000,000	3,500,000,000	4,000,000,000
Working Capital (WC = CA – CL)	5,000,000,000	6,000,000,000	7,000,000,000
Income Statement			
Total Revenue (TR)	10,800,000,000	12,400,000,000	14,900,000,000
Profit Before Tax (PBT)	1,300,000,000	1,500,000,000	2,000,000,000
Cash Flow			
Cash Flow from Operating Activities	1,600,000,000	1,800,000,000	2,300,000,000

2. Sources of Finance

No.	Source of finance	Evidence / conditions	Amount (SSP equivalent)
1	Bank line of credit	Equatoria Commercial Bank	2,000,000,000
2	Unrestricted cash	Bank confirmations	1,000,000,000
3	Supplier credit	Binding supply facilities	500,000,000
TOTAL AVAILABLE FINANCE			3,500,000,000

3. Financial Documents

☒ Attached are complete independently audited financial statements, including notes, for 2023, 2024 and 2025.

☒ The statements relate to the bidding legal entity/JV member and not to a parent or affiliated entity.

☒ Attached financing evidence includes bank credit letters, cash/bank evidence and binding supplier or equipment-credit facilities.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM FIN-3.1 — FINANCIAL SITUATION AND PERFORMANCE
SAMPLE — ALL FINANCIAL FIGURES AND BANK DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	East Africa Roads & Bridges Ltd.	Page	2 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	SSP equivalent
Historic period	Three audited years: 2023, 2024 and 2025	Conversion note	Original KES figures converted to SSP using year-end rates of 5.0 (2023), 5.25 (2024) and 5.5 SSP/KES (2025).

1. Financial Data

Financial information (SSP equivalent)	2023	2024	2025
Statement of Financial Position			
Total Assets (TA)	15,400,000,000	17,600,000,000	20,900,000,000
Total Liabilities (TL)	6,600,000,000	7,150,000,000	8,250,000,000
Total Equity / Net Worth (NW)	8,800,000,000	10,450,000,000	12,650,000,000
Current Assets (CA)	6,050,000,000	7,150,000,000	8,250,000,000
Current Liabilities (CL)	2,200,000,000	2,475,000,000	2,750,000,000
Working Capital (WC = CA – CL)	3,850,000,000	4,675,000,000	5,500,000,000
Income Statement			
Total Revenue (TR)	9,900,000,000	11,550,000,000	13,200,000,000
Profit Before Tax (PBT)	990,000,000	1,210,000,000	1,430,000,000
Cash Flow			
Cash Flow from Operating Activities	1,210,000,000	1,430,000,000	1,650,000,000

2. Sources of Finance

No.	Source of finance	Evidence / conditions	Amount (SSP equivalent)
1	Bank line of credit	Regional Bank Kenya; project-dedicated facility	1,650,000,000
2	Unrestricted cash	Audited statements and bank confirmation	825,000,000
3	Equipment credit	Binding project facility	550,000,000
TOTAL AVAILABLE FINANCE			3,025,000,000

3. Financial Documents

☒ Attached are complete independently audited financial statements, including notes, for 2023, 2024 and 2025.

☒ The statements relate to the bidding legal entity/JV member and not to a parent or affiliated entity.

☒ Attached financing evidence includes bank credit letters, cash/bank evidence and binding supplier or equipment-credit facilities.

Authorized representative: _____ **Signature:** _____

_____ **Date:** 15 September 2026

Important: Each JV member must submit its own audited figures and finance evidence. Blue amounts and exchange rates are illustrative

FORM FIN-3.2 — AVERAGE ANNUAL CONSTRUCTION TURNOVER

A: FOR SINGLE FIRM

SAMPLE — ALL TURNOVER FIGURES AND EXCHANGE RATES ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member's name	Not Applicable	Page	1 of 1
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Assessment period	Five years: 2021–2025

Annual Turnover Data — Construction Only

Year	Amount	Currency	Exchange rate to SSP	SSP equivalent
2021	9,800,000,000	SSP	1.00	9,800,000,000
2022	10,500,000,000	SSP	1.00	10,500,000,000
2023	11,800,000,000	SSP	1.00	11,800,000,000
2024	13,600,000,000	SSP	1.00	13,600,000,000
2025	15,900,000,000	SSP	1.00	15,900,000,000
AVERAGE ANNUAL CONSTRUCTION TURNOVER				SSP 12,320,000,000

Calculation: (SSP 61,600,000,000 ÷ 5 years) = SSP 12,320,000,000. The single bidder meets the SSP 12 billion requirement.

Qualification benchmark: Minimum average annual construction turnover is SSP 12,000,000,000. For a JV, all members combined must meet 100%; each member at least 25% (SSP 3,000,000,000); and one member at least 40% (SSP 4,800,000,000).

Evidence attached: Audited financial statements and certified payment/turnover schedules for 2021–2025.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

Important: Blue turnover figures must be replaced by certified construction-only turnover, excluding non-construction income and VAT as required.

FORM FIN-3.2 — AVERAGE ANNUAL CONSTRUCTION TURNOVER

B: FOR JOINT VENTURE

SAMPLE — ALL TURNOVER FIGURES AND EXCHANGE RATES ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	Nile Infrastructure and Construction Ltd. (Lead Member)	Page	1 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Assessment period	Five years: 2021–2025

Annual Turnover Data — Construction Only

Year	Amount	Currency	Exchange rate to SSP	SSP equivalent
2021	9,800,000,000	SSP	1.00	9,800,000,000
2022	10,500,000,000	SSP	1.00	10,500,000,000
2023	11,800,000,000	SSP	1.00	11,800,000,000
2024	13,600,000,000	SSP	1.00	13,600,000,000
2025	15,900,000,000	SSP	1.00	15,900,000,000
AVERAGE ANNUAL CONSTRUCTION TURNOVER				SSP 12,320,000,000

Calculation: Lead Member average = SSP 12,320,000,000; exceeds both the 25% and 40% member thresholds.

Qualification benchmark: Minimum average annual construction turnover is SSP 12,000,000,000. For a JV, all members combined must meet 100%; each member at least 25% (SSP 3,000,000,000); and one member at least 40% (SSP 4,800,000,000).

Evidence attached: Audited financial statements and certified payment/turnover schedules for 2021–2025.

Authorized representative: _____ **Signature:** _____ **Date:**
15 September 2026

FORM FIN-3.2 — AVERAGE ANNUAL CONSTRUCTION TURNOVER

SAMPLE — ALL TURNOVER FIGURES AND EXCHANGE RATES ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	East Africa Roads & Bridges Ltd.	Page	2 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Assessment period	Five years: 2021–2025

Annual Turnover Data — Construction Only

Year	Amount	Currency	Exchange rate to SSP	SSP equivalent
2021	1,955,555,556	KES	4.50 SSP/KES	8,800,000,000
2022	2,021,052,632	KES	4.75 SSP/KES	9,600,000,000
2023	2,100,000,000	KES	5.00 SSP/KES	10,500,000,000
2024	2,247,619,048	KES	5.25 SSP/KES	11,800,000,000
2025	2,400,000,000	KES	5.50 SSP/KES	13,200,000,000
AVERAGE ANNUAL CONSTRUCTION TURNOVER				SSP 10,780,000,000

Calculation: (SSP 53,900,000,000 ÷ 5) = SSP 10,780,000,000. Combined JV average = SSP 23,100,000,000; both members exceed 25%, and each independently exceeds 40%.

Qualification benchmark: Minimum average annual construction turnover is SSP 12,000,000,000. For a JV, all members combined must meet 100%; each member at least 25% (SSP 3,000,000,000); and one member at least 40% (SSP 4,800,000,000).

Evidence attached: Audited financial statements and certified payment/turnover schedules for 2021–2025.

Authorized representative: _____ **Signature:** _____
Date: 15 September 2026

Important: Each JV member must submit independently certified construction-only turnover. Blue figures and exchange rates are illustrative

FORM FIN-3 — CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

A: FOR SINGLE FIRM

SAMPLE — ALL CONTRACT, EMPLOYER AND FINANCIAL DETAILS ARE FICTIONAL

Bidder's name	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member's name	Not Applicable	Page	1 of 1
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	Current SSP equivalent

Current Commitments

No.	Name of contract	Employer and contact	Outstanding work (SSP)	Estimated completion	Average monthly invoicing—last 6 months (SSP)
1	Wau Urban Roads Improvement Works	Wau City Council; Wau, South Sudan; +211 91 100 0101	2000000000	31 December 2026	4500000000
2	Juba Drainage Rehabilitation Package	Juba City Council; Juba; +211 92 100 0202	1200000000	28 February 2027	3000000000
3	Yei–Kaya Road Periodic Maintenance	Ministry of Roads and Bridges; Juba; +211 92 100 0303	600000000	30 November 2026	1500000000
TOTAL CURRENT COMMITMENTS			3,800,000,000		900,000,000

Financing Capacity Reconciliation

Finance available under FIN-3.1	SSP 4,750,000,000	Average monthly requirement—current contracts	SSP 900,000,000
Balance available after current needs	SSP 3,850,000,000	Required cash flow—proposed Contract	SSP 3,000,000,000
Assessment	Available balance exceeds proposed-contract requirement	Other commitments	Included above; no undisclosed letters of intent or accepted awards

Certification: All awarded contracts, accepted letters of intent and substantially complete contracts without an unqualified full completion certificate have been disclosed.

Authorized representative: _____ Signature: _____
Date: 15 September 2026

Important: Blue contract and cash-flow information must be replaced with complete verified commitments and employer contacts.

FORM FIN-3 — CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

B: FOR JOINT VENTURE

SAMPLE — ALL CONTRACT, EMPLOYER AND FINANCIAL DETAILS ARE FICTIONAL

Bidder's name	Nile—East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	Nile Infrastructure and Construction Ltd. (Lead Member)	Page	1 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	Current SSP equivalent

Current Commitments

No.	Name of contract	Employer and contact	Outstanding work (SSP)	Estimated completion	Average monthly invoicing—last 6 months (SSP)
1	Wau Urban Roads Improvement Works	Wau City Council; Wau, South Sudan; +211 91 100 0101	2000000000	31 December 2026	450000000
2	Juba Drainage Rehabilitation Package	Juba City Council; Juba; +211 92 100 0202	1200000000	28 February 2027	300000000
3	Yei–Kaya Road Periodic Maintenance	Ministry of Roads and Bridges; Juba; +211 92 100 0303	600000000	30 November 2026	150000000
TOTAL CURRENT COMMITMENTS			3,800,000,000		900,000,000

Financing Capacity Reconciliation

Finance available under FIN-3.1	SSP 3,500,000,000	Average monthly requirement—current contracts	SSP 450,000,000
Balance available after current needs	SSP 3,050,000,000	Required cash flow—proposed Contract	SSP 3,000,000,000
Assessment	Available balance exceeds proposed-contract requirement	Other commitments	Included above; no undisclosed letters of intent or accepted awards

Certification: All awarded contracts, accepted letters of intent and substantially complete contracts without an unqualified full completion certificate have been disclosed.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

FORM FIN-3 — CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

SAMPLE — ALL CONTRACT, EMPLOYER AND FINANCIAL DETAILS ARE FICTIONAL

Bidder's name	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member's name	East Africa Roads & Bridges Ltd.	Page	2 of 2
Bid No. and title	MoRB/JURIP/2026–2027/W/001 — Gudele–Luri Road	Reporting currency	Current SSP equivalent

Current Commitments

No.	Name of contract	Employer and contact	Outstanding work (SSP)	Estimated completion	Average monthly invoicing—last 6 months (SSP)
1	Kisumu County Roads Package	County Government (fictional), Kenya; +254 700 100101	1650000000	31 January 2027	330000000
2	Nakuru Bypass Drainage Works	Road Authority (fictional), Kenya; +254 700 100202	990000000	31 March 2027	220000000
3	Eldoret Urban Roads Completion Works	Municipal Employer (fictional), Kenya; +254 700 100303	440000000	31 October 2026	110000000
TOTAL CURRENT COMMITMENTS			3,080,000,000		660,000,000

Financing Capacity Reconciliation

Finance available under FIN-3.1	SSP 3,025,000,000	Average monthly requirement—current contracts	SSP 300,000,000
Balance available after current needs	SSP 2,725,000,000	Required cash flow—proposed Contract	SSP 3,000,000,000
Assessment	Available balance exceeds proposed-contract requirement	Other commitments	Included above; no undisclosed letters of intent or accepted awards

Certification: All awarded contracts, accepted letters of intent and substantially complete contracts without an unqualified full completion certificate have been disclosed.

Authorized representative: _____ **Signature:** _____
 _____ **Date:** 15 September 2026

Important: Each JV member must independently disclose all current commitments. Blue details are illustrative and must be verified.

FORM EXP-4.1 — GENERAL CONSTRUCTION EXPERIENCE

A: FOR SINGLE FIRM

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member	Not Applicable	Page	1 of 5

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Start	End	Contract identification / description / amount / employer / address	Role
2021	2022	Juba Municipal Roads Package JMR/2019/03; 18 km urban roads, drainage and safety; SSP 6.5bn; Juba City Council, Juba	Prime Contractor
2020	2022	Wau Urban Roads Improvement Works WUR/2020/07; 24 km urban roads; SSP 12bn; Wau City Council, Wau	Prime Contractor
2023	2026	Juba–Nimule Highway Rehabilitation JNH/2023/02; 65 km highway rehabilitation; SSP 22bn; Ministry of Roads and Bridges, Juba	Prime Contractor
2024	2026	Juba Drainage Rehabilitation JDR/2024/04; culverts and urban drainage; SSP 5.8bn; Juba City Council	Prime Contractor

Assessment: The listed experience demonstrates continuous construction activity for at least five years from 1 January 2021.

FORM EXP-4.2(a) — SIMILAR CONTRACT NO. 1

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member	Not Applicable	Page	2 of 5

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Information	Completed entry
Contract identification	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02
Award / completion	Award: 15 January 2023; substantially completed: 31 August 2026
Role	Prime Contractor — 100% responsibility
Total contract amount	SSP 22,000,000,000
JV/subcontract participation	Not Applicable
Employer / contacts	Ministry of Roads and Bridges, Juba; +211 92 100 0303; projects@morib.example
1. Amount	SSP 22bn, exceeding SSP 8bn threshold.
2. Physical size	65 km paved highway; major pavement and drainage rehabilitation.
3. Complexity	Live cross-border traffic, staged works, utilities and community interfaces.
4. Methods/technology	Stabilized formation, crushed-stone base, asphalt concrete, culverts and road-safety systems.
5. Construction rates	Earthworks 310,000 m ³ /year; granular pavement 105,000 m ³ /year; asphalt 72,000 t/year.
6. Other characteristics	Managed ESHS, traffic, quality laboratory, claims and completion under a measured works contract.

FORM EXP-4.2(a) — SIMILAR CONTRACT NO. 2

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member	Not Applicable	Page	3 of 5

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Information	Completed entry
Contract identification	Wau Urban Roads Improvement Works, Contract WUR/2020/07
Award / completion	Award: 10 March 2020; substantially completed: 20 December 2022
Role	Prime Contractor — 100% responsibility
Total contract amount	SSP 12,000,000,000
JV/subcontract participation	Not Applicable
Employer / contacts	Wau City Council, Wau; +211 91 100 0101; engineer@wau.example
1. Amount	SSP 12bn, exceeding SSP 8bn threshold.
2. Physical size	24 km urban roads, 18 km drains and 26 culverts.
3. Complexity	Dense urban access, markets, schools, utilities and wet-season drainage.
4. Methods/technology	Earthworks, subbase/base, asphalt surfacing, concrete drainage, lighting and safety.
5. Construction rates	Earthworks 270,000 m³/year; pavement 90,000 m³/year; asphalt 64,000 t/year.
6. Other characteristics	Stakeholder engagement, grievance handling, traffic staging and progressive handover.

FORM EXP-4.2(b) — CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member	Not Applicable	Page	4 of 5

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Reference contract: Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02

Key activity	Required minimum	Actual demonstrated quantity/rate	Years / role / evidence
Earthworks	≥250,000 m³/year	310,000 m³ in 2024	Prime Contractor; monthly measurement and completion certificate
Granular pavement	≥80,000 m³/year	105,000 m³ in 2025	Prime Contractor; approved test/quantity records
Bituminous works	≥60,000 t/year	72,000 t in 2025	Prime Contractor; asphalt production and core records
Drainage	12 km drains + 20 culverts	16 km drains + 34 culverts	2023–2026; completion drawings/certificates
Live traffic	≥10 continuous km	65 km operating corridor	Approved traffic plans and monthly safety reports
Road safety	Comparable installation	65 km signs/markings/guardrails	Final inspection and asset register

Employer verification: Ministry of Roads and Bridges, Juba; +211 92 100 0303; projects@morib.example

FORM EXP-4.2(c) — SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS
SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile Infrastructure and Construction Ltd.	Date	15 September 2026
JV member	Not Applicable	Page	5 of 5

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Key ES requirement	Contract / role / value	Relevant experience and evidence
Traffic and community safety	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02; Prime Contractor; SSP 22bn	Managed live traffic, pedestrian access, emergency coordination and community notifications; no fatal project-related community incident recorded.
Labour/OHS and Code of Conduct	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Implemented worker induction, task risk assessment, grievance mechanism, incident reporting and Code enforcement.
SEA/SH risk management	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Maintained trained social focal points, confidential reporting/referrals and regular worker/community awareness.
Environmental management	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Controlled erosion, waste, borrow areas, dust, spills and reinstatement under an approved C-ESMP.

Important: All blue experience information is illustrative and must be supported by signed contracts, certificates, payment records and employer verification.

FORM EXP-4.1 — GENERAL CONSTRUCTION EXPERIENCE

B: FOR JOINT VENTURE

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	Nile Infrastructure and Construction Ltd. (Lead)	Page	1 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Start	End	Contract identification / description / amount / employer / address	Role
2021	2022	Juba Municipal Roads Package JMR/2019/03; 18 km urban roads, drainage and safety; SSP 6.5bn; Juba City Council, Juba	Prime Contractor
2020	2022	Wau Urban Roads Improvement Works WUR/2020/07; 24 km urban roads; SSP 12bn; Wau City Council, Wau	Prime Contractor
2023	2026	Juba–Nimule Highway Rehabilitation JNH/2023/02; 65 km highway rehabilitation; SSP 22bn; Ministry of Roads and Bridges, Juba	Prime Contractor
2024	2026	Juba Drainage Rehabilitation JDR/2024/04; culverts and urban drainage; SSP 5.8bn; Juba City Council	Prime Contractor

Assessment: The listed experience demonstrates continuous construction activity for at least five years from 1 January 2021.

FORM EXP-4.2(a) — SIMILAR CONTRACT NO. 1

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	Nile Infrastructure and Construction Ltd. (Lead)	Page	2 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Information	Completed entry
Contract identification	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02
Award / completion	Award: 15 January 2023; substantially completed: 31 August 2026
Role	Prime Contractor — 100% responsibility
Total contract amount	SSP 22,000,000,000
JV/subcontract participation	Not Applicable
Employer / contacts	Ministry of Roads and Bridges, Juba; +211 92 100 0303; projects@morib.example
1. Amount	SSP 22bn, exceeding SSP 8bn threshold.
2. Physical size	65 km paved highway; major pavement and drainage rehabilitation.
3. Complexity	Live cross-border traffic, staged works, utilities and community interfaces.
4. Methods/technology	Stabilized formation, crushed-stone base, asphalt concrete, culverts and road-safety systems.
5. Construction rates	Earthworks 310,000 m ³ /year; granular pavement 105,000 m ³ /year; asphalt 72,000 t/year.
6. Other characteristics	Managed ESHS, traffic, quality laboratory, claims and completion under a measured works contract.

FORM EXP-4.2(b) — CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES**SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL**

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	Nile Infrastructure and Construction Ltd. (Lead)	Page	3 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road**Reference contract:** Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02

Key activity	Required minimum	Actual demonstrated quantity/rate	Years / role / evidence
Earthworks	≥250,000 m³/year	310,000 m³ in 2024	Prime Contractor; monthly measurement and completion certificate
Granular pavement	≥80,000 m³/year	105,000 m³ in 2025	Prime Contractor; approved test/quantity records
Bituminous works	≥60,000 t/year	72,000 t in 2025	Prime Contractor; asphalt production and core records
Drainage	12 km drains + 20 culverts	16 km drains + 34 culverts	2023–2026; completion drawings/certificates
Live traffic	≥10 continuous km	65 km operating corridor	Approved traffic plans and monthly safety reports
Road safety	Comparable installation	65 km signs/markings/guardrails	Final inspection and asset register

Employer verification: Ministry of Roads and Bridges, Juba; +211 92 100 0303;
 projects@morib.example

FORM EXP-4.2(c) — SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS**SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL**

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	Nile Infrastructure and Construction Ltd. (Lead)	Page	4 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Key ES requirement	Contract / role / value	Relevant experience and evidence
Traffic and community safety	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02; Prime Contractor; SSP 22bn	Managed live traffic, pedestrian access, emergency coordination and community notifications; no fatal project-related community incident recorded.
Labour/OHS and Code of Conduct	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Implemented worker induction, task risk assessment, grievance mechanism, incident reporting and Code enforcement.
SEA/SH risk management	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Maintained trained social focal points, confidential reporting/referrals and regular worker/community awareness.
Environmental management	Juba–Nimule Highway Rehabilitation, Contract JNH/2023/02	Controlled erosion, waste, borrow areas, dust, spills and reinstatement under an approved C-ESMP.

FORM EXP-4.1 — GENERAL CONSTRUCTION EXPERIENCE

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	East Africa Roads & Bridges Ltd.	Page	5 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Start	End	Contract identification / description / amount / employer / address	Role
2021	2022	Nakuru Bypass Drainage Works; KES 1.2bn / SSP 6.3bn equivalent; road drainage and structures; Road Authority (fictional), Kenya	Prime Contractor
2022	2024	Kisumu County Roads Package; KES 2.4bn / SSP 12bn equivalent; 28 km urban roads; County Government (fictional), Kenya	Prime Contractor
2023	2025	Northern Corridor Pavement Rehabilitation; KES 3.6bn / SSP 18bn equivalent; 74 km highway; Road Authority (fictional), Kenya	JV Member — 45%
2024	2026	Eldoret Urban Roads Completion Works; KES 1.8bn / SSP 9.9bn equivalent; 19 km roads	Prime Contractor

Assessment: The listed experience demonstrates continuous construction activity for at least five years from 1 January 2021.

FORM EXP-4.2(a) — SIMILAR CONTRACT NO. 1

SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	East Africa Roads & Bridges Ltd.	Page	6 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Information	Completed entry
Contract identification	Northern Corridor Pavement Rehabilitation NCR/2023/08
Award / completion	Award: 4 April 2023; substantially completed: 30 November 2025
Role	JV Member — 45% participation
Total contract amount	KES 3.6bn; SSP 18bn equivalent; member share SSP 8.1bn
JV/subcontract participation	45%
Employer / contacts	Road Authority (fictional), Nairobi; +254 700 200300; contracts@ncr.example
1. Amount	Member share SSP 8.1bn, meeting SSP 8bn threshold.
2. Physical size	74 km highway; member directly executed 34 km.
3. Complexity	High-volume live traffic, staged pavement reconstruction and multiple structures.
4. Methods/technology	Recycling, crushed-stone base, asphalt concrete and road-safety installations.
5. Construction rates	Member output: 285,000 m³ earthworks; 86,000 m³ granular layers; 62,000 t asphalt in one year.
6. Other characteristics	ISO-based QA, traffic management and ES controls.

FORM EXP-4.2(b) — CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES**SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL**

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	East Africa Roads & Bridges Ltd.	Page	7 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road**Reference contract:** Northern Corridor Pavement Rehabilitation NCR/2023/08

Key activity	Required minimum	Actual demonstrated quantity/rate	Years / role / evidence
Earthworks	≥250,000 m³/year	285,000 m³	JV member records
Granular pavement	≥80,000 m³/year	86,000 m³	JV member direct execution
Bituminous works	≥60,000 t/year	62,000 t	JV member production records
Drainage	12 km + 20 culverts	14 km + 25 culverts	As-built records
Live traffic	≥10 km	34 km	Traffic approvals
Road safety	Comparable	34 km	Completion certificate

Employer verification: Road Authority (fictional), Nairobi; +254 700 200300; contracts@ncr.example**FORM EXP-4.2(c) — SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS****SAMPLE — ALL CONTRACT, EMPLOYER AND PRODUCTION DETAILS ARE FICTIONAL**

Bidder	Nile–East Africa Roads Joint Venture	Date	15 September 2026
JV member	East Africa Roads & Bridges Ltd.	Page	8 of 8

Bid No. and title: MoRB/JURIP/2026–2027/W/001 — Upgrading of the Gudele–Luri Road

Key ES requirement	Contract / role / value	Relevant experience and evidence
Traffic/community safety	Northern Corridor Pavement Rehabilitation NCR/2023/08	Managed live traffic and community access on 34 km work front.
Labour/OHS	Northern Corridor Pavement Rehabilitation NCR/2023/08	Implemented OHS plans, worker GM and incident management.
SEA/SH controls	Northern Corridor Pavement Rehabilitation NCR/2023/08	Code, training, confidential channels and referral mapping.
Environmental controls	Northern Corridor Pavement Rehabilitation NCR/2023/08	Erosion, waste, spills, borrow areas and reinstatement.

Important: Each JV member must independently substantiate its claimed role, participation and quantities. All blue information is illustrative.

SECTION VII — CORRUPT AND FRAUDULENT PRACTICES
UNDERTAKING BY BIDDER ON ANTI-BRIBERY POLICY, CODE OF CONDUCT
AND COMPLIANCE PROGRAMME

Juba Urban Roads Improvement Project | MoRB/JURIP/2026–2027/W/001

SAMPLE — BIDDER AND SIGNATORY DETAILS ARE FICTIONAL

MEMORANDUM — FORMAT 1 (Recommended Completed Sample)

Nile Infrastructure and Construction Ltd. places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It confirms that it will not offer, promise, give, request, accept or facilitate, directly or indirectly, any improper inducement or reward to any public officer, relative, business associate or other person in connection with its Bid or the subsequent performance of the Contract if successful.

The company has an Anti-Bribery and Anti-Corruption Policy, Code of Conduct and Compliance Programme incorporating reasonable controls to ensure that this no-bribery commitment is observed by directors, managers and employees and by third parties working on the public-sector project or Contract, including agents, consultants, joint-venture partners, subcontractors and suppliers. Copies are attached as Annexes AB-1 to AB-3.

Authorized Signature	
Name and Title	Ms. Ajak Nyandeng Chol, Managing Director
Name of Bidder	Nile Infrastructure and Construction Ltd.
Address	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Date	15 September 2026

NILE INFRASTRUCTURE AND CONSTRUCTION LTD.

SECTION VII — CORRUPT AND FRAUDULENT PRACTICES

ANTI-BRIBERY AND ANTI-CORRUPTION PACKAGE

UNDERTAKING, CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Tender Particular	Details
Project	Juba Urban Roads Improvement Project
Bid No.	MoRB/JURIP/2026–2027/W/001
Contract	Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works
Procuring Entity	Ministry of Roads and Bridges
Bidder	Nile Infrastructure and Construction Ltd.
Policy owner	Managing Director
Effective date	15 September 2026
Review date	15 September 2027
Policy reference	NICL/ABC/2026/01

SAMPLE — BIDDER, SIGNATORY AND CONTACT DETAILS ARE FICTIONAL

All tender-specific insertions are shown in blue. This document must be approved by the bidder's governing body and aligned with applicable South Sudan law and the issued Bidding Document before submission.

Undertaking by Bidder

Memorandum — Format 1 (Recommended Completed Sample)

Nile Infrastructure and Construction Ltd. places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It confirms that it will not offer, promise, give, request, accept or facilitate, directly or indirectly, any improper inducement or reward to any public officer, relative, business associate or other person in connection with its Bid or the subsequent performance of the Contract if successful.

The company has an Anti-Bribery and Anti-Corruption Policy, Code of Conduct and Compliance Programme incorporating reasonable controls to ensure that this no-bribery commitment is observed by directors, managers and employees and by third parties working on the public-sector project or Contract, including agents, consultants, joint-venture partners, subcontractors and suppliers. Copies are attached as Annexes AB-1 to AB-3.

Field	Completed sample
Authorized Signature	_____
Name and Title	Ms. Ajak Nyandeng Chol, Managing Director
Name of Bidder	Nile Infrastructure and Construction Ltd.
Address	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Date	15 September 2026

Memorandum — Format 2 (Alternative Completed Sample)

Nile Infrastructure and Construction Ltd. has issued, for the purposes of this tender, a project-specific Compliance Programme, attached as Annex AB-3, incorporating reasonable steps to ensure that the no-bribery commitment in this statement is observed by directors, managers and employees and by all third parties working on the public-sector project or Contract, including agents, consultants, consortium or joint-venture partners, subcontractors and suppliers.

The Compliance Programme applies to the procurement and, if awarded, the performance of the upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works.

Field	Completed sample
Authorized Signature	_____
Name and Title	Ms. Ajak Nyandeng Chol, Managing Director
Name of Bidder	Nile Infrastructure and Construction Ltd.
Address	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Date	15 September 2026

Submission instruction: Format 1 and Format 2 are alternatives. Submit only the format selected by the Procuring Entity or, if either is permitted, the one that most accurately reflects the Bidder's compliance arrangements.

Attachment Schedule

Annex	Document	Status
AB-1	Anti-Bribery and Anti-Corruption Policy	Attached
AB-2	Corporate Code of Conduct	Attached
AB-3	Project Compliance Programme and Third-Party Due-Diligence Procedures	Attached
AB-4	Board Authorization and Chief Executive Officer Certification	Attached

Document Governance

Role	Responsibility
Board of Directors	Approve policy; oversee serious allegations and remediation.
Managing Director	Set tone, provide resources, certify implementation.
Compliance Officer	Maintain controls, advice, register, training, due diligence and reporting.
Project Manager	Implement project controls; report red flags and breaches.
All personnel	Comply, disclose conflicts, keep records and report concerns.
Third parties	Comply with contractual anti-bribery obligations and permit verification.

Definitions

Term	Meaning
Bribery	Offering, promising, giving, requesting or accepting an advantage to induce or reward improper performance.
Public official	Any elected, appointed or employed public-sector person, and any person acting in an official capacity.
Facilitation payment	An unofficial payment intended to speed up a routine action; prohibited by this Policy.
Conflict of interest	A private interest that may improperly influence, or appear to influence, official or company duties.
Third party	Agent, consultant, JV partner, subcontractor, supplier or other intermediary.
Red flag	A circumstance suggesting heightened bribery or corruption risk and requiring review.

Annex AB-1 — Anti-Bribery and Anti-Corruption Policy

1. Purpose and Commitment

Nile Infrastructure and Construction Ltd. adopts zero tolerance for bribery, corruption, fraud, collusion, coercion, obstruction and abuse of entrusted power. Business shall be obtained and performed through lawful, transparent and fair competition. No commercial objective, deadline or instruction justifies a breach.

2. Scope

This Policy applies to directors, officers, employees, temporary workers and project personnel, and contractually to agents, consultants, joint-venture partners, subcontractors and suppliers acting for or with the Company. It covers the tender and, if awarded, the Contract.

3. Prohibited Conduct

- Offering, promising, authorizing, giving, requesting or accepting a bribe or improper advantage.
- Making facilitation payments, kickbacks or secret commissions.
- Using a third party to do anything prohibited if done directly.
- Colluding on prices, bid rotation, cover bidding, market allocation or suppression of competition.
- Submitting false qualifications, invoices, certificates, records or claims.
- Threatening, coercing, obstructing or improperly influencing an audit, inspection, evaluation or investigation.
- Concealing a conflict of interest, beneficial owner, commission, gift or relevant relationship.
- Retaliating against a person who raises a concern in good faith.

4. Public Officials and Political Activity

No payment, gift, hospitality, employment opportunity, donation or other benefit may be offered to influence a public official. Company political contributions in connection with the tender or Contract are prohibited. Personal political activity must not use Company funds, name, assets or working time and must not create an actual or apparent conflict.

5. Gifts, Hospitality and Expenses

Cash and cash equivalents are prohibited. Modest, lawful and infrequent hospitality may be permitted only when it has a legitimate business purpose, is not connected to a pending decision, cannot reasonably be perceived as influencing conduct, is pre-approved where required, and is accurately recorded. During the procurement evaluation and award period, gifts or hospitality involving Procuring Entity personnel are prohibited.

Annex AB-1 — Policy Controls (continued)

6. Donations, Sponsorships and Community Support

Donations and sponsorships must never be used to obtain an improper advantage. They require documented purpose, recipient verification, written approval, payment to a verified institutional account, and monitoring of use. Requests linked to an official, evaluator or contract decision must be rejected and reported.

7. Conflicts of Interest

Personnel must promptly disclose financial, family, employment, political or other interests that could affect impartiality. The Compliance Officer shall record the disclosure and determine mitigation, recusal or prohibition. No person may participate in a decision while an unmanaged conflict exists.

8. Third Parties

Risk-based due diligence is required before appointment and periodically thereafter. Contracts must define legitimate services, reasonable compensation, anti-bribery duties, recordkeeping, audit access, reporting and termination rights. Payments must follow verified performance and approved invoices and must be made to the contracted party's disclosed account.

9. Books and Records

- Record transactions completely, accurately and promptly.
- Do not create undisclosed funds, off-book accounts, false descriptions or split invoices.
- Retain approvals, due-diligence files, contracts, invoices, delivery evidence and payment records.
- Never destroy, alter or conceal records relevant to an inquiry, audit or complaint.

10. Reporting and Non-Retaliation

Concerns may be reported to the Compliance Officer, Managing Director or Board Audit and Ethics Committee, in person or through the confidential reporting channel. Anonymous reports will be considered. Retaliation against a good-faith reporter or cooperating witness is prohibited. Knowingly false or malicious allegations may lead to discipline.

Reporting channel	Illustrative details
Compliance Officer	Mr. Daniel Lado Wani
Email	compliance@nileinfrastructure.example
Telephone / hotline	+211 92 555 0199
Postal / in person	Plot 18, Airport Road, P.O. Box 789, Juba

11. Investigation and Consequences

Reports shall be logged, triaged, protected from unauthorized disclosure and investigated by competent, independent persons. Findings may lead to training, control improvements, disciplinary action up to dismissal, contract suspension or termination, recovery of loss, and referral to competent authorities where required.

Annex AB-2 — Corporate Code of Conduct

Every person covered by this Code shall:

- Act honestly, fairly and in the Company's legitimate interests.
- Comply with procurement, anti-bribery, competition, tax, labour, environmental and social requirements.
- Never offer, request, accept or conceal a bribe, kickback, facilitation payment or improper commission.
- Protect confidential procurement information and never seek unauthorized access to competitors' bids or evaluation information.
- Avoid collusion and independently determine prices, methods and commercial strategy.
- Disclose conflicts of interest and follow required mitigation or recusal.
- Perform proper checks before engaging or paying a third party.
- Keep accurate records and safeguard Company and project assets.
- Treat public officials, communities, colleagues and business partners respectfully and professionally.
- Report suspected misconduct promptly and cooperate with authorized reviews.
- Protect good-faith reporters from retaliation.

Employee Acknowledgement

I acknowledge that I have received, read and understood the Anti-Bribery Policy and this Code. I agree to comply, seek advice where uncertain, disclose conflicts and report suspected breaches.

Name	Position / company	Signature	Date

Third-Party Commitment

The undersigned third party confirms that it will comply with equivalent anti-bribery standards, maintain accurate records, disclose ownership and conflicts, report suspected breaches, cooperate with lawful verification, and not engage an undisclosed intermediary.

Legal name	Authorized representative	Signature / seal	Date

Annex AB-3 — Project Compliance Programme

1. Project Risk Assessment

Risk area	Initial risk	Core controls
Tender communications	High	Single authorized contact; correspondence register; no private approaches.
Permits and inspections	High	Official applications; receipts; two-person review; no facilitation payments.
Subcontractors and suppliers	High	Ownership checks; sanctions/debarment checks; references; clauses; monitoring.
Cash and petty cash	High	Restricted cash; thresholds; receipts; reconciliation; independent approval.
Gifts and hospitality	High	Procurement-period prohibition; register and pre-approval.
Recruitment / community requests	Medium	Published criteria; conflict declarations; documented selections.
Variations and claims	High	Technical substantiation; segregation of duties; formal approvals.
Payments and certificates	High	Three-way match; bank-account verification; dual authorization.

2. Control Plan

Control	Owner	Timing	Evidence
Policy induction	Compliance Officer	Before bid work / mobilization	Attendance and signed acknowledgement
Tender contact protocol	Bid Manager	Throughout procurement	Communication register
Conflict declaration	All bid / project personnel	Appointment and quarterly	Signed declarations
Third-party due diligence	Compliance + Procurement	Before engagement and annually	Approved due-diligence file
Gift / hospitality register	Compliance Officer	Continuous; monthly review	Register and approvals
Payment control	Finance Manager	Each payment	Contract, invoice, delivery evidence, approvals
Compliance review	Internal Audit / Board	Quarterly	Review report and action tracker
Management certification	Managing Director	At bid and annually	Signed certification

3. Training and Communication

Relevant personnel shall receive induction and annual refresher training, with targeted briefings for tendering, public-official interaction, procurement, finance, site supervision and third-party management. Policies and reporting channels shall be communicated in languages reasonably understood by affected personnel.

4. Monitoring Indicators

- Training completion rate and overdue acknowledgements.
- Third parties screened before engagement and high-risk approvals completed.
- Gifts, hospitality, donations and conflicts recorded and reviewed.
- Exceptions in cash, invoice, bank-account or payment controls.

- Allegations received, response times, substantiation and corrective actions.
- Audit findings and closure of remediation actions.

Annex AB-3 — Third-Party Due-Diligence Procedure

1. Screening and Risk Classification

Step	Required action
Business need	Document the legitimate need, scope and selection rationale.
Identity and ownership	Verify registration, address, directors, beneficial owners and bank account.
Integrity checks	Check references, adverse information, debarment/suspension and litigation declarations.
Connections / conflicts	Identify public-official, employee, evaluator or community-leader connections.
Commercial review	Confirm qualifications, resources, fee reasonableness and payment terms.
Risk classification	Low, medium or high based on service, location, interaction, compensation and red flags.
Approval	Compliance approval; senior/board approval for high-risk relationships.
Contracting	Written agreement with scope, fee, anti-bribery clauses, audit and termination rights.
Monitoring	Validate performance, invoices and continuing compliance; refresh checks periodically.

2. Illustrative Red Flags

- Refusal to disclose beneficial ownership or provide references.
- Request for cash, advance payment, offshore payment or payment to another person/account.
- Unusually high, vague, contingent or success-based fee.
- Claimed special access to officials, evaluators, permits or certificates.
- Official recommendation without transparent selection rationale.
- Lack of staff, premises, qualifications or experience for the stated work.
- False, inconsistent or altered documents.
- Reluctance to accept anti-bribery clauses, audit rights or certification.

3. Response to Red Flags

No engagement or payment may proceed until red flags are investigated, documented and resolved or formally mitigated and approved. Unresolvable concerns require rejection, suspension or termination and, where appropriate, escalation or reporting.

4. Due-Diligence Approval Record

Third party	Risk	Reviewer	Approval / conditions	Date
_____	Low / Medium / High	_____	_____	_____

Annex AB-4 — Board Authorization

EXTRACT OF BOARD RESOLUTION NO. NICL/BR/2026/09

At a duly convened meeting held in [Juba on 10 September 2026](#), the Board of Directors of [Nile Infrastructure and Construction Ltd.](#) resolved to:

- approve the Anti-Bribery and Anti-Corruption Policy, Corporate Code of Conduct and Project Compliance Programme;
- require their application to Bid No. MoRB/JURIP/2026–2027/W/001 and any resulting Contract;
- authorize the Managing Director to sign the bidder's undertaking and certifications;
- appoint the Compliance Officer to administer reporting, due diligence, training, registers and monitoring; and
- require material allegations and confirmed violations to be reported to the Board Audit and Ethics Committee.

For the Board	Completed sample
Name	Ms. Mary Nyandeng Chol
Title	Chairperson of the Board
Signature	_____
Date	10 September 2026
Company seal	_____

Chief Executive Officer Certification

I, [Ms. Ajak Nyandeng Chol](#), [Managing Director](#), certify that the attached policy, Code and Compliance Programme have been approved for this tender; that reasonable implementation steps have been assigned; that disclosed commissions, gratuities and fees in the Letter of Bid are complete to the best of my knowledge; and that I am not aware of any undisclosed bribery, collusion or conflict affecting this Bid.

Field	Completed sample
Signature	_____
Date	15 September 2026
Company seal	_____

Implementation Checklist

Item	Owner	Status
Policy and Code approved	Board	Complete
Tender team trained	Compliance Officer	Complete
Conflict declarations obtained	Bid Manager	Complete
Third parties screened	Compliance Officer	Complete / update as appointed
Registers opened	Compliance Officer	Complete
Undertaking signed	Managing Director	Pending original signature
Attachments inserted in Bid	Bid Manager	Pending final compilation

Important: This is an illustrative compliance template, not a finding of legal compliance. The bidder should obtain appropriate South Sudan legal and governance review and retain evidence that the controls described are actually implemented.

LURI-KATOR JOINT VENTURE

SECTION VII — CORRUPT AND FRAUDULENT PRACTICES

JOINT VENTURE ANTI-BRIBERY PACKAGE

UNDERTAKING, CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Tender Particular	JV completed sample
Project	Juba Urban Roads Improvement Project
Bid No.	MoRB/JURIP/2026–2027/W/001
Contract	Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works
JV name	Luri–Kator Joint Venture
Lead member	Luri Civil Works Ltd. — 60% participation
Other member	Kator Engineering and Construction Ltd. — 40% participation
Authorized JV representative	Mr. Deng Lado Wani
JV Compliance Officer	Ms. Rebecca Awut Garang
Effective date	15 September 2026
Reference	LKJV/ABC/2026/01

SAMPLE — ALL JV, MEMBER AND SIGNATORY DETAILS ARE FICTIONAL

All tender-specific insertions are blue. The JV agreement, powers of attorney, member approvals and applicable South Sudan requirements must be verified before submission.

1. Joint Venture Undertaking

We, [Luri Civil Works Ltd.](#) and [Kator Engineering and Construction Ltd.](#), acting together as [Luri-Kator Joint Venture](#), undertake that competitive tendering shall be free, fair, transparent and not open to abuse. Neither the JV nor any member will offer, promise, give, request, accept or facilitate an improper inducement or reward in connection with the Bid or resulting Contract.

This undertaking applies jointly and individually to the JV, each member, directors, managers, employees, agents, consultants, subcontractors, suppliers and other persons acting for the JV. Each member accepts responsibility for implementing the common Compliance Programme within its operations and promptly reporting suspected misconduct to the JV Compliance Officer.

1.1 JV Signature and Commitment

Capacity	Entity / person	Signature and seal	Date
Authorized JV Representative	Mr. Deng Lado Wani	_____	15 September 2026
Lead Member	Luri Civil Works Ltd. — Ms. Nyamal Chol Ajak, Managing Director	_____	15 September 2026
JV Member	Kator Engineering and Construction Ltd. — Mr. Peter Wani Lado, Managing Director	_____	15 September 2026
JV Compliance Officer	Ms. Rebecca Awut Garang	_____	15 September 2026

1.2 Member Certifications

Each member certifies that it has disclosed its beneficial ownership, conflicts of interest, commissions and fees, relevant investigations, suspensions and debarments; has authorized the JV undertaking; and will provide records reasonably required for compliance review.

1.3 Attachments

Annex	Document	Status
JV-AB1	Common JV Anti-Bribery and Anti-Corruption Policy	Attached
JV-AB2	JV Code of Conduct	Attached
JV-AB3	Project Compliance and Third-Party Due-Diligence Programme	Attached
JV-AB4	Member Board Resolutions and Certifications	Attached
JV-AB5	JV Agreement extract and Power of Attorney	Attach certified copies

Annex JV-AB1 — Common JV Anti-Bribery Policy

2. Purpose, Scope and Priority

The Policy establishes minimum common standards for the JV. Where a member's own policy is stricter, the stricter lawful requirement applies. Where requirements conflict, the matter must be referred to the JV Compliance Officer and JV Management Committee before action.

3. Prohibited Conduct

- Bribery, kickbacks, secret commissions and facilitation payments.
- Fraud, false statements, forged records, concealment or misrepresentation.
- Collusion, bid rotation, cover pricing, market allocation or improper exchange of bid information.
- Coercion, obstruction or interference with evaluation, audit, inspection or investigation.
- Using an agent, member, subcontractor or supplier to perform prohibited conduct.
- Undisclosed conflicts, beneficial interests, commissions, gifts or relationships.
- Retaliation against good-faith reporters or cooperating witnesses.

4. Public Officials, Gifts and Hospitality

No benefit may be offered to influence a public official. Cash or cash equivalents are prohibited. During procurement, gifts and hospitality involving Procuring Entity personnel are prohibited. Any otherwise lawful and modest item requires documented purpose, prior approval and entry in the common register.

5. Conflicts and Member Independence

All JV and member personnel shall disclose actual, potential or perceived conflicts. The JV Compliance Officer will recommend recusal, mitigation or prohibition. A member may not investigate or approve a matter in which it is implicated; the non-implicated member or an independent reviewer shall lead.

6. Books, Records and Audit Access

Each member shall maintain accurate project records using the agreed coding structure. The JV, both members and authorized auditors shall have timely access to relevant contracts, invoices, approvals, registers and payment evidence, subject to lawful confidentiality safeguards. No off-book fund or false description is permitted.

Annex JV-AB2 — JV Code of Conduct

Every JV member, employee and representative shall:

- Act honestly and comply with the Bidding Document, JV Agreement and applicable law.
- Never offer, request, accept, conceal or facilitate a bribe or improper payment.
- Protect confidential bid and evaluation information.
- Determine prices and commercial decisions independently of competitors.
- Disclose conflicts, official connections, commissions and third-party interests.
- Use only approved agents, subcontractors, suppliers and bank accounts.
- Keep complete, accurate and timely records.
- Report suspected misconduct through the common reporting channels.
- Cooperate with reviews and protect good-faith reporters from retaliation.
- Apply equivalent requirements to controlled subcontractors and suppliers.

Acknowledgement

Name	Employer / JV member	Role	Signature	Date

Common Reporting Channels

Channel	Illustrative detail
JV Compliance Officer	Ms. Rebecca Awut Garang
Email	compliance@lurikatorjv.example
Hotline	+211 92 600 0134
In person / post	JV Project Office, Gudele Road, P.O. Box 955, Juba
Board escalation	JV Management Committee Ethics Subcommittee

Non-Retaliation and Confidentiality

Reports may be anonymous and will be handled on a need-to-know basis. No member may dismiss, disadvantage, threaten or otherwise retaliate against a person for raising a concern in good faith or cooperating with an authorized review.

Annex JV-AB3 — Project Compliance Programme

7. Governance and Segregation of Duties

Function	Primary responsibility	Independent check
Tender communications	Authorized JV Representative	JV Compliance Officer
Third-party appointment	Relevant workstream lead	Other member + Compliance
Invoice certification	Project / technical manager	JV Finance Manager
Payment approval	Authorized member finance officer	Second member signatory
Gifts / conflicts	JV Compliance Officer	JV Management Committee
Investigation involving one member	Non-implicated member / independent reviewer	JV Management Committee
Regulatory referral	JV Management Committee	External legal advice as appropriate

8. Risk-Based Controls

Risk	Rating	Mandatory control
Public-official interaction	High	Official channel; meeting record; two JV representatives where practicable.
Permits / inspections	High	Formal application, official receipt, no facilitation payment.
Subcontractors / suppliers	High	Ownership, integrity, capacity and conflict checks before award.
Cash / petty cash	High	Low limits, receipts, reconciliation and dual approval.
Variations / claims	High	Technical support, conflict check and formal authority.
Recruitment / community requests	Medium	Published criteria, documented selection and conflict declarations.
Gifts / hospitality	High	Procurement-period prohibition and common register.

9. Training, Monitoring and Certification

- Induction before tender access or site mobilization.
- Annual and role-specific refresher training.
- Quarterly review of registers, due diligence, payments and red flags.
- Quarterly member compliance certificates to the JV Management Committee.
- Immediate escalation of serious allegations or suspected public-official bribery.
- Annual review and documented remediation of control weaknesses.

Annex JV-AB3 — Third-Party Due Diligence

10. Common Procedure

Step	Requirement
Need and selection	Document legitimate need, competitive selection or justified exception.
Identity	Verify registration, directors, beneficial owners, address and bank account.
Integrity	Check references, litigation declarations, suspension/debarment and adverse information.
Connections	Identify links to officials, evaluators, JV/member personnel and communities.
Capability	Confirm resources, experience, licences and reasonable compensation.
Joint approval	Relevant member proposes; other member and Compliance approve medium/high risk.
Contract	Scope, price, anti-bribery duties, reporting, audit and termination rights.
Payment	Verify contract, performance, invoice, account and dual authorization.
Monitoring	Refresh checks and investigate ownership/account/performance changes.

11. Red Flags and Response

- Refusal to disclose ownership or official connections.
- Cash, offshore, third-party or newly changed bank-account request.
- Vague scope, unusually high fee or success payment.
- Claim of special influence over officials or evaluators.
- Missing capacity, premises, staff or credible references.
- Resistance to compliance clauses, audit access or certification.

No engagement or payment may proceed until a red flag is resolved or formally mitigated and approved. An unresolved material concern requires rejection, suspension or termination.

12. Third-Party Approval Record

Third party	Proposing member	Risk	Compliance review	Other-member approval	Date
		Low / Medium / High			

Annex JV-AB4 — Member Authorizations and Certifications

Lead Member Board Resolution

The Board of **Luri Civil Works Ltd.** approves the common JV compliance documents, authorizes participation as lead member with 60% share, authorizes **Ms. Nyamal Chol Ajak** to sign the member undertaking, and commits the company to implement and fund the agreed controls.

Name / title	Signature and seal	Date
Ms. Mary Aluel Deng, Board Chairperson	_____	10 September 2026

Other Member Board Resolution

The Board of **Kator Engineering and Construction Ltd.** approves the common JV compliance documents, authorizes participation with 40% share, authorizes **Mr. Peter Wani Lado** to sign the member undertaking, and commits the company to implement and fund the agreed controls.

Name / title	Signature and seal	Date
Mr. James Kator Lok, Board Chairperson	_____	10 September 2026

Member Compliance Certification

Each undersigned certifies that its disclosures are complete; it is not aware of undisclosed bribery, collusion or conflict affecting the Bid; it will notify the JV of material changes; and it accepts audit, investigation, remediation and reporting arrangements in the common programme.

JV member	Authorized officer	Signature / seal	Date
Luri Civil Works Ltd.	Ms. Nyamal Chol Ajak	_____	15 September 2026
Kator Engineering and Construction Ltd.	Mr. Peter Wani Lado	_____	15 September 2026

JV Representative Certification

I, **Mr. Deng Lado Wani**, certify that the JV has adopted this package, obtained the member authorizations and assigned resources to the common compliance arrangements.

Signature	JV seal (if constituted)	Date
_____	_____	15 September 2026

Important: This illustrative JV package must be aligned with the executed JV agreement, Bidding Document and actual member governance. Where the Procuring Entity requires a separate undertaking from every member, each member must submit an individually executed original in addition to the common JV undertaking.

END OF CONTRACTOR'S BID

PREAMBLE ON THE END OF THE BID AND POST-AWARD FORMS

Juba Urban Roads Improvement Project | Bid No. MoRB/JURIP/2026–2027/W/001

This Contractor's Bid ends with the signed Undertaking by the Bidder on the Anti-Bribery Policy, Code of Conduct and Compliance Programme ("Anti-Bribery Pledge"), together with its stated attachments. The documents appearing after the Anti-Bribery Pledge are not additional forms that every bidder is required to complete and submit with the Bid, unless the Bid Data Sheet or another provision of the Bidding Document expressly states otherwise.

The forms that follow have been completed with illustrative information to demonstrate the expected post-evaluation, award and contract-formation process. Their inclusion does not constitute an award, acceptance of the Bid, execution of a Contract, or authorization for the Contractor to commence the Works.

A. Forms to be prepared and issued by the Client / Procuring Entity

Form	Purpose	Responsibility / timing
Notification of Intention to Award	Notifies all bidders of the proposed award, reasons applicable to their bids, debriefing/complaint rights and standstill period.	Prepared and transmitted simultaneously by the Client after approval of the evaluation recommendation.
Letter of Acceptance	Formally accepts the successful bid and states the Accepted Contract Amount and requirements before contract signature.	Issued by the Client after the standstill period and resolution of any complaint.
Contract Agreement	Records the binding agreement and identifies the documents forming the Contract.	Finalized by the Client and signed by both parties after required approvals and securities.

These Client forms are examples only and shall not be signed, altered or presented by the Bidder as part of its bid submission.

B. Securities and forms to be provided by the successful Contractor

Security / form	Illustrative requirement for this tender	When expected
Performance Security	Bank Demand Guarantee equal to 8% of the Accepted Contract Amount, in the currencies and proportions stated in the Contract.	Within 28 days of the Letter of Acceptance and before Contract effectiveness/signature as specified.
Environmental and Social Performance Security	Separate Bank Demand Guarantee equal to 2% of the Accepted Contract Amount.	Within 28 days of the Letter of Acceptance where required by the SCC.
Advance Payment Security	Bank Demand Guarantee equal to 100% of the advance payment; illustrative advance is 20% of the Accepted Contract Amount.	After Contract signature and before the Client releases any advance payment.
Retention Money Security	Guarantee for the amount of retention released against security; illustrative amount is the second half of 10% retention, subject to continuing securities.	Only after Taking-Over and when the relevant retention amount is certified for release.
Performance Bond / Performance Securing Declaration	Alternative examples only.	Submit only if the SCC/Letter of Acceptance expressly selects and permits that form.

For this illustrative tender, the successful Contractor is expected to provide a Performance Security by Bank Demand Guarantee and a separate Environmental and Social Performance Security. The Advance Payment and Retention Money Securities become applicable only when the corresponding payment or release is due. Alternative bond or securing-declaration forms are not substitutes unless expressly permitted by the Bid Data Sheet, Special Conditions of Contract or Letter of Acceptance.

The successful Contractor must ensure that every security is issued by an acceptable institution, follows the prescribed form without unauthorized material alteration, states the correct beneficiary, contract

reference, amount, currencies and expiry, and remains valid for the period required by the Contract. Costs of obtaining and extending the securities are borne by the Contractor unless the Contract provides otherwise.

If there is any inconsistency between this explanatory preamble and the issued Bidding Document, Bid Data Sheet, Special Conditions of Contract, Letter of Acceptance or executed Contract, those documents shall prevail in their applicable order of priority.

BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS

MINISTRY OF ROADS AND BRIDGES

REPUBLIC OF SOUTH SUDAN

SAMPLE — ALL BIDDER, EVALUATION AND CONTACT DETAILS ARE FICTIONAL

NOTIFICATION OF INTENTION TO AWARD

For the attention of the Bidder's Authorized Representative

Name	Mr. Thomas Lado Charles, Managing Director
Bidder	Great Nile Engineering Ltd.
Address	Hai Cinema, P.O. Box 654, Juba, Republic of South Sudan
Telephone / Fax	+211 92 700 0101 / Not Applicable
Email	tenders@greatnile.example
Date and method of transmission	Email sent simultaneously to all Bidders on 16 November 2026 at 10:00 a.m. local time

Procurement Identification

Employer	Ministry of Roads and Bridges
Project	Juba Urban Roads Improvement Project
Contract title	Upgrading of the Gudele–Luri Road, including drainage, road safety and associated works
RFB / Bid No.	MoRB/JURIP/2026–2027/W/001

This Notification informs you of our decision to award the above Contract. Transmission of this Notification begins the Standstill Period. During the Standstill Period, you may request a debriefing and/or submit a Procurement-related Complaint concerning the award decision.

1. Successful Bidder

Name	Nile Infrastructure and Construction Ltd.
Address	Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan
Contract price	SSP 14,850,000,000 (South Sudanese Pounds Fourteen Billion Eight Hundred Fifty Million only)

2. Other Bidders

Name of Bidder	Bid price as read out	Evaluated Bid price / status
Great Nile Engineering Ltd.	SSP 14,500,000,000	Not evaluated further—Bid did not meet mandatory qualification requirements
Equatoria Roads & Civil Works Ltd.	SSP 15,200,000,000	SSP 15,200,000,000
Nile Infrastructure and Construction Ltd.	SSP 14,850,000,000	SSP 14,850,000,000—recommended for award

3. Reasons Your Bid Was Unsuccessful

Your Bid was found substantially responsive to the commercial and technical submission requirements but did not satisfy the mandatory post-qualification requirements in Section IV. Specifically:

- The similar-contract evidence did not demonstrate two substantially completed contracts of at least SSP 8,000,000,000 each, or one contract of at least SSP 16,000,000,000, since 1 January 2021.
- The submitted evidence did not establish firm ownership or a binding project-specific lease for the required asphalt plant and second asphalt paver by the Bid-submission deadline.

Because these are pass/fail qualification requirements, your Bid was not eligible for further evaluated-price comparison. This explanation does not disclose confidential information from another Bidder.

4. How to Request a Debriefing

DEADLINE: Midnight on 19 November 2026, local time.

A written debriefing request must be made within three Business Days after receipt of this Notification and identify the Contract, reference number, Bidder and contact details. Address it to:

Attention	Mr. Deng Akol Deng
Title	Head of Procurement
Agency	Ministry of Roads and Bridges
Email	procurement@morib.gov.ss
Fax	Not used

A timely debriefing will be provided within five Business Days. If it cannot be provided within that period, the Standstill Period will be extended by five Business Days after the debriefing date, and the revised end date will be notified. A debriefing may be written, by telephone, video conference or in person. A late debriefing request may still be considered as soon as practicable.

5. How to Make a Procurement-related Complaint

DEADLINE: Midnight on 30 November 2026, local time.

A complaint challenging the award decision may be submitted during the Standstill Period. A prior debriefing is not required. Address the complaint to:

Attention	Undersecretary, Ministry of Roads and Bridges
Procuring Entity	Ministry of Roads and Bridges
Email	complaints@morib.gov.ss
Fax	Not used

The complaint must: (i) be submitted by a Bidder that participated in this process; (ii) challenge the award decision; (iii) be received within the stated period; and (iv) contain all information required by the applicable procurement law, regulations and bidding document.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on 30 November 2026, local time.

The Standstill Period lasts ten Business Days after transmission of this Notification and may be extended where a timely debriefing cannot be provided within the stated period. No Contract shall be signed before the Standstill Period expires and any timely complaint is addressed as required.

On behalf of the Employer

Signature	
Name	Undersecretary, Ministry of Roads and Bridges
Title / position	Accounting Officer / Authorized Representative
Telephone	+211 92 800 0101
Email	undersecretary@morib.gov.ss
Date	16 November 2026

Important: All blue award, evaluation, deadline and contact details are illustrative. Before transmission, the Procurement Unit must verify the evaluation report, approvals, applicable Standstill rules, business-day calculation and complaint procedure.

REPUBLIC OF SOUTH SUDAN
MINISTRY OF ROADS AND BRIDGES

Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

SAMPLE — ALL DATES, AMOUNTS AND SIGNATORY DETAILS ARE FICTIONAL

LETTER OF ACCEPTANCE

Date: 2 December 2026

To: Nile Infrastructure and Construction Ltd.
Plot 18, Airport Road
P.O. Box 789
Juba, Republic of South Sudan

Subject: Notification of Award—Contract No. MoRB/JURIP/2026–2027/W/001

This is to notify you that your Bid dated 15 September 2026 for execution of the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works, Contract No. MoRB/JURIP/2026–2027/W/001, for the Accepted Contract Amount of SSP 14,850,000,000 (South Sudanese Pounds Fourteen Billion Eight Hundred Fifty Million only), as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the Ministry of Roads and Bridges.

You are requested to furnish, within twenty-eight (28) days after the date of this Letter and no later than 30 December 2026:

Required security	Rate	Illustrative amount
Performance Security—Bank Guarantee	8%	SSP 1,188,000,000
Environmental and Social Performance Security—Bank Guarantee	2%	SSP 297,000,000

The securities shall comply with the Conditions of Contract and use the applicable forms included in Section X—Contract Forms. They shall be issued by an acceptable bank and denominated in the currencies and proportions required by the Contract.

We accept that Eng. Peter Lado Wani, Chartered Civil Engineer and Accredited Adjudicator, P.O. Box 456, Juba, Republic of South Sudan, proposed in your Bid, be appointed as the Adjudicator.

Please arrange to sign the attached Contract Agreement and submit the required securities, insurances and supporting documents within the periods stated in this Letter and the Contract.

Authorized Signature: _____

Name and Title: Undersecretary / Accounting Officer

Name of Agency: Ministry of Roads and Bridges

Attachment: Contract Agreement

Important: All blue information is illustrative. Before issue, verify expiry of the Standstill Period, complaint status, award approval, Accepted Contract Amount, security rates and the authorized signatory.

REPUBLIC OF SOUTH SUDAN
MINISTRY OF ROADS AND BRIDGES
SAMPLE — ALL EXECUTION DETAILS ARE FICTIONAL

CONTRACT AGREEMENT

Contract No. MoRB/JURIP/2026–2027/W/001

THIS AGREEMENT is made on 15 December 2026 between the Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan (hereinafter called the “Employer”), of the one part, and Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, P.O. Box 789, Juba, Republic of South Sudan (hereinafter called the “Contractor”), of the other part.

WHEREAS the Employer desires that the Works known as Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of the Works and remedying of defects therein.

THE EMPLOYER AND THE CONTRACTOR AGREE AS FOLLOWS:

1. Words and expressions in this Agreement shall have the meanings assigned to them in the Contract documents referred to below.
2. The following documents shall form and be read and construed as part of the Contract. This Agreement shall prevail over the other Contract documents in the event of inconsistency, subject to the order of precedence stated in the Contract:
 - (a) Letter of Acceptance dated 2 December 2026
 - (b) Letter of Bid dated 15 September 2026
 - (c) Addendum No. 1 dated 28 August 2026
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract, including Appendices
 - (f) Specifications and Works Requirements
 - (g) Drawings listed in the Drawing Register
 - (h) Priced Bill of Quantities and Schedule of Payment Currencies
 - (i) Accepted Construction Programme, Mobilization Schedule and cash-flow forecast
 - (j) Accepted Site Organization, Key Personnel and equipment schedules
 - (k) Method Statement, ES Management Strategies and Implementation Plans, C-ESMP and topic plans
 - (l) Code of Conduct for Contractor’s Personnel
 - (m) Performance Security, ES Performance Security and Advance Payment Security, when provided
 - (n) Other documents listed in the SCC or expressly incorporated by written agreement of the Parties
3. In consideration of payments to be made by the Employer, the Contractor covenants to execute and complete the Works and remedy defects in conformity with the Contract.
4. The Employer covenants to pay the Contractor for execution and completion of the Works and remedying defects the Accepted Contract Amount of SSP 14,850,000,000 (South Sudanese Pounds Fourteen Billion Eight Hundred Fifty Million only) or such other sum as becomes payable under the Contract, at the times and in the manner prescribed therein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in accordance with the laws of the Republic of South Sudan on the date stated above.

FOR THE EMPLOYER: Ministry of Roads and Bridges	FOR THE CONTRACTOR: Nile Infrastructure and Construction Ltd.
Signature:	Signature:
Name: Undersecretary / Accounting Officer	Name: Ms. Ajak Nyandeng Chol, Managing Director
Date: 15 December 2026	Date: 15 December 2026
WITNESS:	WITNESS:
Witness name / address:	Witness name / address:
Witness date: 15 December 2026	Witness date: 15 December 2026

Important: All blue dates, parties, documents and amounts are illustrative. Before execution, the final Agreement must reflect the approved award, securities, current SCC, applicable authority and legal execution requirements.

EQUATORIA COMMERCIAL BANK PLC

Head Office, Banking Street, Juba, Republic of South Sudan

SWIFT: ECBPSSJB | Tel: +211 92 222 3344

SAMPLE — FICTIONAL GUARANTOR AND ILLUSTRATIVE DETAILS

PERFORMANCE SECURITY — BANK GUARANTEE

Beneficiary: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

Date: 20 December 2026

PERFORMANCE GUARANTEE No.: ECB/PG/2026/01244

Guarantor: Equatoria Commercial Bank PLC, Head Office, Banking Street, Juba, Republic of South Sudan

We have been informed that Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan (hereinafter called the "Applicant") has entered into Contract No. MoRB/JURIP/2026–2027/W/001 dated 15 December 2026 with the Beneficiary for execution of the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works (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 SSP 950,400,000 (South Sudanese Pounds Nine Hundred Fifty Million Four Hundred Thousand only) and USD 43,200 (United States Dollars Forty-Three Thousand Two Hundred only), representing 8% of the Accepted Contract Amount in the currencies and proportions in which the Contract Price is payable. At the illustrative exchange rate of SSP 5,500 per USD, the aggregate equivalent is SSP 1,188,000,000.

Payment shall be made upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement—whether in the demand itself or a separate signed document accompanying or identifying the demand—stating that the Applicant is in breach of its obligations under the Contract, without the Beneficiary needing to prove or show grounds for the demand or the sum specified therein.

This Guarantee shall expire no later than 28 April 2028, being twenty-eight (28) days after the intended date of the Certificate of Completion. Any demand for payment must be received by us at the office indicated above on or before that date. If the Certificate of Completion is issued later than anticipated and the Contract requires continued validity, the Applicant shall arrange an extension acceptable to the Beneficiary before this Guarantee expires.

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 excluded to the extent stated in the Contract form.

For Equatoria Commercial Bank PLC

Authorized Signature: _____

Name and Title: Mr. James Lado Kiden, Director—Corporate Banking

Bank stamp: _____

Important: All blue amounts, currencies, dates and bank details are illustrative. The issuing bank and Employer must verify the final Accepted Contract Amount, payment proportions, exchange treatment, validity period and URDG wording.

SOUTH SUDAN INSURANCE & SURETY CORPORATION LTD.

Nimule Road, Juba, Republic of South Sudan | Tel: +211 92 333 4455

SAMPLE — FICTIONAL SURETY AND ILLUSTRATIVE DETAILS

PERFORMANCE SECURITY — PERFORMANCE BOND

BOND NO.: SSISC/PB/2026/00618

By this Bond, Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan, as Principal (hereinafter called the “Contractor”), and South Sudan Insurance & Surety Corporation Ltd., Nimule Road, Juba, Republic of South Sudan, as Surety (hereinafter called the “Surety”), are held and firmly bound unto the Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan, as Obligee (hereinafter called the “Employer”), in the amount of SSP 3,564,000,000 (South Sudanese Pounds Three Billion Five Hundred Sixty-Four Million only) plus USD 162,000 (United States Dollars One Hundred Sixty-Two Thousand only), representing 30% of the Accepted Contract Amount in the currencies and proportions in which the Contract Price is payable. The aggregate illustrative SSP equivalent is SSP 4,455,000,000. The Contractor and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor entered into a written Agreement with the Employer on 15 December 2026 for the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works, Contract No. MoRB/JURIP/2026–2027/W/001 in accordance with the Contract documents, plans, specifications and amendments incorporated by reference.

NOW, THEREFORE, if the Contractor promptly and faithfully performs the Contract, including amendments, this obligation shall be null and void; otherwise it shall remain in full force and effect. If the Contractor is declared by the Employer to be in default, after the Employer has performed its obligations, the Surety may promptly remedy the default or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain Bids from qualified contractors for completion, arrange—with the Employer’s agreement—a completion contract with the selected responsive contractor, and provide funds as the work progresses to meet the cost of completion less the Balance of the Contract Price, without exceeding the amount of this Bond; or
- (3) pay the Employer the amount required to complete the Contract in accordance with its terms and conditions, up to the amount of this Bond.

“Balance of the Contract Price” means the total amount payable by the Employer under the Contract less amounts properly paid to the Contractor. The Surety shall not be liable for more than the specified amount of this Bond.

Any suit under this Bond must be instituted before 31 March 2029, being one year after the anticipated date of the Certificate of Completion or, where the Certificate is issued later, within one year after its actual issue date to the extent the Bond has been validly extended. No right of action accrues to any person other than the Employer and its lawful successors and assigns.

IN TESTIMONY WHEREOF, the Contractor and Surety have executed this Bond on 20 December 2026.

CONTRACTOR: Nile Infrastructure and Construction Ltd.	SURETY: South Sudan Insurance & Surety Corporation Ltd.
Signed on: 20 December 2026	Signed on: 20 December 2026
By / capacity: Ms. Ajak Nyandeng Chol / Managing Director	By / capacity: Mr. Lual Deng Majok / Chief Underwriting Officer
Signature / seal: _____	Signature / seal: _____
Witness: _____	Witness: _____

Important: All blue amounts, currencies, dates and surety details are illustrative. The Employer and licensed Surety must verify enforceability, completion obligations, governing law, currency treatment and limitation period.

NILE INFRASTRUCTURE AND CONSTRUCTION LTD.

Plot 18, Airport Road, Juba, Republic of South Sudan

ALTERNATIVE SAMPLE — NOT APPLICABLE UNDER THE CURRENT SCC

PERFORMANCE SECURING DECLARATION

Date: 10 December 2026

Contract No.: MoRB/JURIP/2026–2027/W/001

To: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

I, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the Contractor of its obligations under the Contract, this Performance Securing Declaration must be submitted within fourteen (14) calendar days after the Letter of Acceptance and before signing the Contract.
2. I accept that the Contractor may be disqualified from tendering for procurement contracts with Procuring Entities in the Republic of South Sudan for a period determined by the Public Procurement and Disposal of Assets Authority, following the procedures under the [Public Procurement and Disposal of Assets Act, 2018](#) and the [Public Procurement and Disposal of Assets Regulations, 2024](#), if the Contractor fails to perform its obligations under the Contract.

I understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance, completion and final acceptance of the Works by the Employer.

Signed: _____

Capacity: Managing Director and Authorized Representative

Name: Ms. Ajak Nyandeng Chol

For and on behalf of: Nile Infrastructure and Construction Ltd.

Date of signing: 10 December 2026

Corporate Seal: _____

Important applicability warning: The current sample SCC requires an 8% Performance Security and a 2% ES Performance Security. This Declaration may be used only if the Letter of Acceptance, SCC and related Contract provisions are formally amended to permit it.

SAMPLE — FICTIONAL GUARANTOR AND ILLUSTRATIVE DETAILS

**ENVIRONMENTAL AND SOCIAL PERFORMANCE SECURITY
ES PERFORMANCE DEMAND GUARANTEE**

Beneficiary: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

Date: 20 December 2026

ES PERFORMANCE GUARANTEE No.: ECB/ESG/2026/01245

Guarantor: Equatoria Commercial Bank PLC, Head Office, Banking Street, Juba, Republic of South Sudan

We have been informed that Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan (hereinafter called the "Applicant") has entered into Contract No. MoRB/JURIP/2026–2027/W/001 dated 15 December 2026 with the Beneficiary for execution of the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, an Environmental and Social 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 SSP 237,600,000 (South Sudanese Pounds Two Hundred Thirty-Seven Million Six Hundred Thousand only) plus USD 10,800 (United States Dollars Ten Thousand Eight Hundred only), representing 2% of the Accepted Contract Amount in the currencies and proportions in which the Contract Price is payable. At the illustrative exchange rate of SSP 5,500 per USD, the aggregate equivalent is SSP 297,000,000.

Payment shall be made 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 environmental and/or social obligations under the Contract, without the Beneficiary needing to prove or show grounds for the demand or sum specified therein.

This Guarantee shall expire no later than 28 April 2028, being twenty-eight (28) days after the intended date of the Certificate of Completion. Any demand for payment must be received by us at the office indicated above on or before that date. If continued validity is required because Completion occurs later, the Applicant shall arrange an extension acceptable to the Beneficiary before expiry.

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 excluded to the extent stated in this form.

For Equatoria Commercial Bank PLC

Authorized Signature: _____

Name and Title: Mr. James Lado Kiden, Director—Corporate Banking

Bank stamp: _____

Important: All blue amounts, currencies, dates and bank details are illustrative. The issuing bank and Employer must verify the final Contract amount, ES-security percentage, payment proportions, validity and URDG wording.

EQUATORIA COMMERCIAL BANK PLC

Head Office, Banking Street, Juba, Republic of South Sudan

SWIFT: ECBPSSJB | Tel: +211 92 222 3344

SAMPLE — FICTIONAL GUARANTOR AND ILLUSTRATIVE DETAILS

ADVANCE PAYMENT SECURITY

ADVANCE PAYMENT DEMAND GUARANTEE

Beneficiary: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

Date: 20 December 2026

ADVANCE PAYMENT GUARANTEE No.: ECB/APG/2026/01246

Guarantor: Equatoria Commercial Bank PLC, Head Office, Banking Street, Juba, Republic of South Sudan

We have been informed that Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan (hereinafter called the "Applicant") has entered into Contract No. MoRB/JURIP/2026–2027/W/001 dated 15 December 2026 with the Beneficiary for execution of the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment of SSP 2,376,000,000 plus USD 108,000—equivalent to 20% of the Accepted Contract Amount and, at the illustrative exchange rate of SSP 5,500 per USD, an aggregate SSP equivalent of SSP 2,970,000,000 (South Sudanese Pounds Two Billion Nine Hundred Seventy Million only)—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 SSP 2,376,000,000 (South Sudanese Pounds Two Billion Three Hundred Seventy-Six Million only) plus USD 108,000 (United States Dollars One Hundred Eight Thousand only), 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 from the date on which the Guarantor receives a certificate from the Beneficiary's bank confirming that the advance payment has been credited to the Applicant's account number 01145678902 at Equatoria Commercial Bank PLC, Airport Road Branch, Juba, Republic of South Sudan.

The maximum amount of this Guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant, as evidenced by copies of interim statements or payment certificates presented to us. This Guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Accepted Contract Amount, less Provisional Sums, has been certified for payment, or on 30 June 2028, whichever is earlier. Any demand must be received by us at the office indicated above on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is excluded to the extent stated in this form.

For Equatoria Commercial Bank PLC

Authorized Signature: _____

Name and Title: Mr. James Lado Kiden, Director—Corporate Banking

Bank stamp: _____

Important: All blue names, references, amounts, currencies, dates, account and bank details are illustrative. Before issue, the Employer, Contractor and issuing bank must verify the Contract provisions, advance-payment percentage, currency split, reduction mechanism, expiry and URDG wording.

EQUATORIA COMMERCIAL BANK PLC

Head Office, Banking Street, Juba, Republic of South Sudan

SWIFT: ECBPSSJB | Tel: +211 92 222 3344

SAMPLE — FICTIONAL GUARANTOR AND ILLUSTRATIVE DETAILS

RETENTION MONEY SECURITY DEMAND GUARANTEE

Beneficiary: Ministry of Roads and Bridges, Ministries Complex, P.O. Box 123, Juba, Republic of South Sudan

Date: 5 April 2028

RETENTION MONEY GUARANTEE No.: ECB/RMG/2028/00417

Guarantor: Equatoria Commercial Bank PLC, Head Office, Banking Street, Juba, Republic of South Sudan

We have been informed that Nile Infrastructure and Construction Ltd., Plot 18, Airport Road, Juba, Republic of South Sudan (hereinafter called the "Applicant") has entered into Contract No. MoRB/JURIP/2026–2027/W/001 dated 15 December 2026 with the Beneficiary for execution of the Upgrading of approximately 12 km of the Gudele–Luri Road, including drainage, road-safety and associated works (hereinafter called the "Contract").

Furthermore, we understand that, under the Contract, the Beneficiary retains money up to 10% of the Accepted Contract Amount ("Retention Money"). Following issue of the Taking-Over Certificate and certification of the first half of the Retention Money for payment, the second half—equal to 5% of the Accepted Contract Amount—is to be released against this Retention Money 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 SSP 594,000,000 (South Sudanese Pounds Five Hundred Ninety-Four Million only) plus USD 27,000 (United States Dollars Twenty-Seven Thousand only), representing 5% of the Accepted Contract Amount in the Contract payment currencies. At the illustrative exchange rate of SSP 5,500 per USD, the aggregate equivalent is SSP 742,500,000. Payment shall be made upon receipt by us of the Beneficiary's complying demand supported by its 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 show grounds for the demand or the sum specified therein.

A demand under this Guarantee may be presented from the date on which the Guarantor receives a certificate from the Beneficiary's bank confirming that the second half of the Retention Money has been credited to the Applicant's account number 01145678902 at Equatoria Commercial Bank PLC, Airport Road Branch, Juba, Republic of South Sudan.

This Guarantee shall expire no later than 28 April 2029, being twenty-eight (28) days after the illustrative expiry of the Defects Notification Period. Any demand for payment under this Guarantee must be received by us at the office indicated above on or before that date. If the contractual defects period is extended, the Applicant shall arrange an extension acceptable to the Beneficiary before expiry.

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 excluded to the extent stated in this form.

For Equatoria Commercial Bank PLC

Authorized Signature: _____

Name and Title: Mr. James Lado Kiden, Director—Corporate Banking

Bank stamp: _____

Important: All blue names, references, percentages, amounts, currencies, dates, account and bank details are illustrative. Before issue, verify the Contract's retention percentage, amount already covered by continuing Performance and ES Securities, payment-currency proportions, release conditions, defects period, expiry and URDG wording.

GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

MINISTRY OF ROADS AND BRIDGES

CONFIDENTIAL

BID EVALUATION REPORT PROCUREMENT OF SMALL WORKS

UPGRADING OF APPROXIMATELY 12 KM OF THE GUDELE-LURI ROAD

Including Drainage, Road-Safety and Associated Works

Particular	Details
Bid No.	MoRB/JURIP/2026–2027/W/001
Procurement method	National Competitive Bidding (NCB)
Funding	Government of the Republic of South Sudan
Bid submission deadline	20 November 2026 at 11:00 hours
Evaluation period	23 November–4 December 2026
Report date	7 December 2026

Prepared by: Bid Evaluation Committee

SAMPLE — ALL BIDDERS, FINDINGS, PRICES AND DATES ARE FICTIONAL

This model must be reconciled with the issued Bidding Document, actual opening record, evaluation evidence and approvals before use.

Document Control and Approval

Version	Date	Purpose	Status
1.0	7 December 2026	Evaluation Committee report	For approval

Evaluation Committee

No.	Name	Position / expertise	Role	Signature / date
1	Eng. John Lual Akol	Director of Roads	Chairperson	_____
2	Ms. Sarah Nyibany Kuir	Senior Procurement Officer	Secretary	_____
3	Eng. David Wani Modi	Senior Civil Engineer	Technical member	_____
4	Mr. James Manyang Deng	Senior Accountant	Financial member	_____
5	Ms. Rebecca Awut Garang	Environmental & Social Specialist	ES member	_____

Committee Declaration

Each member confirms that they evaluated the bids impartially, maintained confidentiality, disclosed no actual or potential conflict of interest, and applied only the criteria stated in the Bidding Document. Signed conflict-of-interest and confidentiality declarations are retained in the procurement file.

Approval

Recommendation	Name / title	Decision	Signature / date
Evaluation Committee	As listed above	Recommend award	_____
Head of Procurement Unit	Ms. Achol Deng Atem	Concur / Do not concur	_____
Accounting Officer	Hon. Undersecretary, Ministry of Roads and Bridges	Approve / Reject / Return	_____

Contents

- 1. Executive Summary
- 2. Procurement Background
- 3. Bid Receipt and Opening
- 4. Evaluation Methodology
- 5. Preliminary Examination
- 6. Qualification and Technical Evaluation
- 7. Financial Evaluation
- 8. Due Diligence and Risk Review
- 9. Recommendation
- 10. Proposed Award and Next Steps
- Annexes A–F

1. Executive Summary

The Ministry of Roads and Bridges invited sealed bids under National Competitive Bidding for the upgrading of approximately 12 km of the Gudele–Luri Road. Five bids were received before the deadline and opened publicly. The Committee evaluated them in accordance with the PPDA Act 2018, PPDA Regulations 2024, and the issued Bidding Document.

Bidder	Bid price read out	Preliminary	Qualification / technical	Final status
Nile Infrastructure and Construction Ltd.	SSP 11,880,000,000 + USD 540,000	Pass	Pass	Lowest evaluated substantially responsive bid
Juba Roads & Civil Works Co. Ltd.	SSP 11,536,000,000 + USD 524,000	Fail	Not evaluated	Rejected: non-compliant Bid Security
Equatoria Engineering Ltd.	SSP 12,144,000,000 + USD 552,000	Pass	Pass	Responsive; ranked 3rd
White Nile Construction Co. Ltd.	SSP 11,760,000,000 + USD 534,000	Pass	Fail	Rejected: insufficient specific experience
Luri–Kator JV	SSP 12,040,000,000 + USD 548,000	Pass	Pass	Responsive; ranked 2nd

Recommendation

The Committee unanimously recommends award to Nile Infrastructure and Construction Ltd. for the corrected and evaluated Contract Price of SSP 11,880,000,000 plus USD 540,000, equivalent to SSP 14,850,000,000 at the evaluation exchange rate of SSP 5,500 per USD, subject to approval, completion of the standstill period, resolution of any complaint, and submission of the required securities.

Key award data	Recommended value
Contract period	15 months
Bid validity	Until 20 March 2027
Performance Security	10% of Accepted Contract Amount
ES Performance Security	2% of Accepted Contract Amount
Advance payment	20% against acceptable guarantee
Defects Notification Period	12 months

2. Procurement Background

Item	Approved / recorded information
Procuring Entity	Ministry of Roads and Bridges
Project	Juba Urban Roads Improvement Project
Procurement-plan reference	MoRB/JURIP/2026–2027/W/001
Procurement category	Small Works
Method	National Competitive Bidding with exclusive preference for eligible local firms
Cost estimate	SSP 15,200,000,000 equivalent

Budget availability	Confirmed under FY 2026/2027 development budget
Publication	The Citizen and Juba Monitor, 15 September 2026; PE noticeboard and website
Pre-bid meeting / site visit	6 October 2026 / 7 October 2026
Clarifications / addenda	Clarification No. 1 and Addendum No. 1 issued 23 October 2026
Deadline	20 November 2026 at 11:00 hours, Juba time
Opening	20 November 2026 at 11:15 hours

2.1 Scope of Works

The works include earthworks, pavement layers, asphalt surfacing, drainage structures, road-safety furniture, ancillary works, traffic management, and implementation of environmental and social obligations along approximately 12 km of the Gudele–Luri Road.

2.2 Applicable Framework

- Public Procurement and Disposal of Assets Act, 2018.
- Public Procurement and Disposal of Assets Regulations, 2024.
- Issued Bidding Document, including Addendum No. 1 and recorded clarifications.
- Approved procurement plan and available budget.

2.3 Evaluation Principle

No criterion, sub-criterion, preference, or documentary requirement was introduced after bid opening. Clarifications were limited to confirmation or explanation and did not permit material alteration of a bid.

3. Bid Receipt and Opening

3.1 Bids Received

No.	Bidder	Receipt time	Envelope	Late?
1	Nile Infrastructure and Construction Ltd.	09:12	Sealed; Original + 2 copies	No
2	Juba Roads & Civil Works Co. Ltd.	09:38	Sealed; Original + 2 copies	No
3	Equatoria Engineering Ltd.	10:03	Sealed; Original + 2 copies	No
4	White Nile Construction Co. Ltd.	10:21	Sealed; Original + 2 copies	No
5	Luri–Kator JV	10:46	Sealed; Original + 2 copies	No

3.2 Information Read Out

Bidder	Price read out	Discount	Bid Security	Validity
Nile Infrastructure and Construction Ltd.	SSP 11,880,000,000 + USD 540,000	None	Bank guarantee: SSP 300,000,000	120 days
Juba Roads & Civil Works Co. Ltd.	SSP 11,536,000,000 + USD 524,000	None	Bid-Securing Declaration	120 days
Equatoria Engineering Ltd.	SSP 12,144,000,000 + USD 552,000	1% unconditional	Bank guarantee: SSP 310,000,000	120 days

White Nile Construction Co. Ltd.	SSP 11,760,000,000 + USD 534,000	None	Bank guarantee: SSP 300,000,000	120 days
Luri-Kator JV	SSP 12,040,000,000 + USD 548,000	None	Bank guarantee: SSP 305,000,000	120 days

The signed Bid Opening Record and attendance register are attached at Annex A. No late bid was received and no bid was withdrawn or modified at opening.

4. Evaluation Methodology

The Committee applied a pass/fail sequence. A bid failing a material requirement was excluded from subsequent comparison, except that evaluation information was recorded where helpful for the audit trail.

Stage	Assessment	Decision rule
1. Preliminary examination	Eligibility, authorization, completeness, bid validity, security, signatures, acceptance of key conditions	Material failure = rejection
2. Qualification	Historical performance, financial capacity, turnover, experience, personnel, equipment, ES experience	All mandatory thresholds must be met
3. Technical responsiveness	Method statement, schedule, mobilization, site organization, ES-MSIP and Works Requirements	Substantially responsive
4. Financial evaluation	Arithmetic correction, discounts, currency conversion, provisional sums and comparison	Determine evaluated price
5. Ranking / due diligence	Rank responsive qualified bids; verify critical evidence	Lowest evaluated qualified bid

4.1 Evaluation Currency and Exchange Rate

For comparison, foreign-currency components were converted at SSP 5,500 per USD, being the selling exchange rate specified in the BDS for the evaluation date. The rate was applied consistently to all bids.

4.2 Clarifications

Bidder	Clarification requested	Response	Effect
Nile Infrastructure and Construction Ltd.	Confirm equipment lease availability and audited cash-flow note	Satisfactory evidence received 27 Nov 2026	No price or substance changed
Equatoria Engineering Ltd.	Confirm application of 1% discount	Method confirmed 27 Nov 2026	Applied as offered
Luri-Kator JV	Confirm lead-member authority and JV shares	Executed JV agreement supplied 28 Nov 2026	Authority confirmed

5. Preliminary Examination

Requirement	Nile	Juba Roads	Equatoria	White Nile	Luri-Kator JV
Eligibility	Pass	Pass	Pass	Pass	Pass
Signed Letter of Bid	Pass	Pass	Pass	Pass	Pass
Power of Attorney	Pass	Pass	Pass	Pass	Pass
Bid validity: 120 days	Pass	Pass	Pass	Pass	Pass
Required Bid Security	Pass	Fail	Pass	Pass	Pass
Priced BOQ substantially complete	Pass	Pass	Pass	Pass	Pass
Acceptance of key conditions	Pass	Pass	Pass	Pass	Pass
Preliminary result	PASS	FAIL	PASS	PASS	PASS

5.1 Rejection at Preliminary Stage

Juba Roads & Civil Works Co. Ltd. submitted a Bid-Securing Declaration, whereas the BDS required an unconditional bank Bid Security of not less than SSP 300,000,000. This was a material, non-correctable deviation affecting the Procuring Entity's protection and bidder obligations. The bid was therefore rejected and was not evaluated further.

5.2 Responsiveness Finding

Four bids passed preliminary examination and proceeded to qualification and technical evaluation. The Committee's detailed compliance checklist is retained at Annex B.

6. Qualification and Technical Evaluation

6.1 Qualification Summary

Criterion	Required threshold	Nile	Equatoria	White Nile	Luri-Kator JV
Historical non-performance	No disqualifying event	Pass	Pass	Pass	Pass
Pending litigation	Within BDS limit	Pass	Pass	Pass	Pass
Average annual turnover	≥ SSP 12.0 bn equivalent	Pass: 18.6 bn	Pass: 17.9 bn	Pass: 13.1 bn	Pass: 21.4 bn
Financial resources	≥ SSP 2.5 bn equivalent	Pass: 3.4 bn	Pass: 3.1 bn	Pass: 2.7 bn	Pass: 4.0 bn
General experience	≥ 5 years	Pass	Pass	Pass	Pass
Similar contracts	2 contracts ≥ SSP 10 bn each	Pass	Pass	Fail: only 1	Pass
Key activities	Meets stated quantities/rates	Pass	Pass	Fail	Pass

Criterion	Required threshold	Nile	Equatoria	White Nile	Luri-Kator JV
Key personnel	All mandatory positions	Pass	Pass	Pass	Pass
Key equipment	Available and committed	Pass	Pass	Pass	Pass
ES management experience	Meets 4.2(c)	Pass	Pass	Pass	Pass
Overall qualification	All mandatory criteria	PASS	PASS	FAIL	PASS

6.2 Technical Responsiveness

Technical submission	Nile	Equatoria	Luri-Kator JV
Site organization	Responsive	Responsive	Responsive
Method statement	Responsive	Responsive	Responsive
Mobilization schedule	Responsive	Responsive	Responsive
15-month construction schedule	Responsive	Responsive	Responsive
Traffic and public-safety plan	Responsive	Responsive	Responsive
ES-MSIP	Responsive	Responsive	Responsive
Code of Conduct	Responsive	Responsive	Responsive
Overall technical result	PASS	PASS	PASS

6.3 Qualification Rejection

White Nile Construction Co. Ltd. did not demonstrate the minimum two substantially completed similar road contracts of the required value and failed the stated key asphalt-production and laying experience threshold. Because these are mandatory qualification requirements, its bid was rejected before financial ranking.

7. Financial Evaluation

7.1 Arithmetic Check and Discounts

Bidder	Read-out total (SSP equiv.)	Arithmetic correction	Discount	Evaluated price (SSP equiv.)
Nile Infrastructure and Construction Ltd.	14,850,000,000	Nil	Nil	14,850,000,000
Equatoria Engineering Ltd.	15,180,000,000	Nil	151,800,000 (1%)	15,028,200,000
Luri-Kator JV	15,054,000,000	Nil	Nil	15,054,000,000

7.2 Price Ranking

Rank	Bidder	Evaluated price	Difference from lowest	Status
1	Nile Infrastructure and Construction Ltd.	SSP 14,850,000,000	—	Recommended
2	Equatoria Engineering Ltd.	SSP 15,028,200,000	SSP 178,200,000 / 1.20%	Responsive
3	Luri-Kator JV	SSP 15,054,000,000	SSP 204,000,000 / 1.37%	Responsive

7.3 Reasonableness and Budget Check

Check	Result
Comparison with cost estimate	Recommended price is SSP 350,000,000 (2.30%) below the SSP 15.20 bn estimate.
Budget availability	Sufficient funds confirmed for the recommended evaluated price.
Unbalanced / front-loaded pricing	No material unbalancing identified after review of major BOQ rates.
Provisional sums	Treated consistently in accordance with the BDS.
Abnormally low bid assessment	Not triggered; price is within a reasonable range of estimate and other responsive bids.
Taxes and duties	Treated in accordance with the BDS and applicable South Sudan requirements.

7.4 Currency Composition of Recommended Bid

Currency	Amount	Evaluation rate	SSP equivalent	Share
South Sudanese Pounds	11,880,000,000	1.00	11,880,000,000	80%
United States Dollars	540,000	5,500	2,970,000,000	20%
Total			14,850,000,000	100%

8. Post-Qualification and Risk Review

Verification item	Evidence reviewed	Finding
Legal registration	Certificate of incorporation and current business licence	Verified
Tax compliance	Tax clearance certificate valid through 31 March 2027	Verified
Beneficial ownership	Declaration and company registry extract	No conflict identified
Authority to sign	Board Resolution and Special Power of Attorney	Verified
Past performance	Three employer references and completion certificates	Satisfactory

Financial capacity	Audited statements, bank facility and cash-flow schedule	Satisfactory
Personnel	Qualifications, registrations and availability declarations	Satisfactory
Equipment	Ownership records and project-specific leases	Satisfactory
ES performance	Declarations and employer references	No adverse event identified
Debarment / suspension	Available PPDA / PE records checked	None identified

8.1 Key Contract-Management Risks

Risk	Rating	Mitigation before / during contract
Foreign-exchange volatility	High	Apply contract currency and indexation provisions; verify budget cash-flow.
Rainy-season delay	Medium	Approve detailed work programme; prioritize drainage and earthworks windows.
Traffic and community safety	High	Approve traffic-management plan; monitor signage, barriers and community notices.
ES / SEA-SH compliance	High	Approve C-ESMP, Code of Conduct, grievance channels and induction before mobilization.
Material supply continuity	Medium	Require procurement schedule, source approvals and stock monitoring.
Security and access	Medium	Coordinate access and security arrangements without transferring inappropriate risks.

8.2 Post-Qualification Conclusion

The verification did not identify information that would alter the finding that Nile Infrastructure and Construction Ltd. is qualified and capable of performing the proposed Contract. Original evidence should be rechecked before signature and retained in the procurement file.

9. Recommendation

Based on the evaluation described in this report, the Committee determines that the bid submitted by Nile Infrastructure and Construction Ltd. is the lowest evaluated substantially responsive bid submitted by a qualified bidder.

Recommended award item	Details
Successful Bidder	Nile Infrastructure and Construction Ltd.
Address	Plot 18, Airport Road, Juba, Republic of South Sudan
Contract	Upgrading of approximately 12 km of the Gudele–Luri Road
Bid / Contract reference	MoRB/JURIP/2026–2027/W/001
Accepted Contract Amount	SSP 11,880,000,000 plus USD 540,000

Evaluation equivalent	SSP 14,850,000,000
Completion period	15 months
Defects Notification Period	12 months
Performance Security	8% of Accepted Contract Amount
ES Performance Security	2% of Accepted Contract Amount

9.1 Committee Resolution

The Evaluation Committee unanimously recommends that this report be submitted through the Head of Procurement Unit to the Procurement Committee for review and approval. Following Procurement Committee approval, the report and Committee decision shall be forwarded to the Accounting Officer for final approval of the proposed award. Only after the Accounting Officer's approval may the Procuring Entity issue the Notification of Intention to Award to all five bidders simultaneously and proceed in accordance with the standstill and complaint requirements.

9.2 Conditions Before Contract Signature

- Bid remains valid and the bidder confirms continued availability of key personnel and equipment.
- The standstill period expires without an unresolved procurement-related complaint.
- The successful bidder submits acceptable Performance and ES Performance Securities within the stipulated period.
- The final Contract Agreement reflects the evaluated and accepted bid, addenda, clarifications and agreed document priority.
- Budget commitment and legal/procurement clearances are recorded..

9.3 Reservation

This recommendation does not constitute contract award. No commitment arises until the competent authority approves the award, the standstill and complaint requirements are satisfied, the Letter of Acceptance is issued, and the Contract Agreement is duly executed.

10. Proposed Award and Next Steps

Action	Responsible	Target date
Submit Evaluation Report to Procurement Committee	Head of Procurement Unit	9 December 2026
Review and approve / reject / return report	Procurement Committee	11 December 2026
Forward approved report and decision to Accounting Officer	Procurement Committee Secretary	11 December 2026
Give final approval / reject / return	Accounting Officer	12 December 2026
Transmit Notification of Intention to Award to all bidders	Accounting Officer	14 December 2026
Standstill period	Accounting Officer	14–29 December 2026
Respond to debriefing requests / complaints	Head Procurement Unit/Accounting Officer	Within statutory / BDS periods
Issue Letter of Acceptance	Accounting Officer	30 December 2026
Receive Performance and ES Securities	Successful Bidder	Within 28 days of acceptance
Sign Contract Agreement	Employer and Contractor	By 27 January 2027

Publish Contract Award Notice	Head of Procurement Unit	Promptly after award
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Annex Register

Annex	Document	File status
A	Bid Opening Record and attendance register	Attach signed originals
B	Detailed preliminary responsiveness checklist	Attach committee worksheet
C	Detailed qualification and technical evaluation matrix	Attach committee worksheet
D	Arithmetic checks, discount calculations and currency conversion	Attach calculation sheets
E	Clarification letters and bidder responses	Attach complete correspondence
F	Conflict-of-interest, confidentiality and due-diligence records	Attach signed / verified records

Important Use Note

This is an illustrative training sample. All blue project particulars, bidders, prices, findings, committee members and dates are fictional. A live evaluation report must reproduce the actual record, cite the precise ITB/BDS and qualification clauses, document individual and consensus assessments, and receive all approvals required by South Sudan's procurement framework.

GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN
MINISTRY OF ROADS AND BRIDGES

CONFIDENTIAL

**SUMMARY SUBMISSION TO THE PROCUREMENT COMMITTEE FOR APPROVAL
OF AWARD OF CONTRACT FOR PROCUREMENT OF WORKS**

**MEETING NO. PC/12/2026 — ORDINARY MEETING OF THE PROCUREMENT COMMITTEE OF THE MINISTRY
OF ROADS AND BRIDGES FOR 2026**

**RE: BID MoRB/JURIP/2026–2027/W/001 FOR THE UPGRADING OF APPROXIMATELY 12 KM OF THE GUDELE–
LURI ROAD, INCLUDING DRAINAGE, ROAD-SAFETY AND ASSOCIATED WORKS**

1.0 PURPOSE AND DECISION REQUESTED

1.1 The Evaluation Committee submits its Bid Evaluation Report dated **7 December 2026** directly to the Procurement Committee for review and approval. The Committee requests approval of the evaluation and proposed award to **Nile Infrastructure and Construction Ltd.** at **SSP 11,880,000,000 plus USD 540,000** for a completion period of **15 months**.

1.2 The recommendation remains subject to Accounting Officer approval, the standstill and complaint process, continuing bid validity and submission of all required securities. This submission is not a contract award or acceptance of the Bid.

2.0 FINANCING AND PROCUREMENT ARRANGEMENTS

Particular	Approved / Recorded Information
Procuring Entity	Ministry of Roads and Bridges
Project	Juba Urban Roads Improvement Project
Procurement category	Small Works
Procurement method	National Competitive Bidding with exclusive preference for eligible local firms
Funding	Government of the Republic of South Sudan — FY 2026/2027 Development Budget
Approved cost estimate	SSP 15,200,000,000 equivalent
Budget availability	Confirmed
Contract period	15 months
Defects Notification Period	12 months

3.0 INVITATION FOR BIDS

Activity	Date / Detail
Publication	The Citizen and Juba Monitor; PE noticeboard and website — 15 September 2026
Pre-bid meeting	6 October 2026
Site visit	7 October 2026
Clarifications / addenda	Clarification No. 1 and Addendum No. 1 — 23 October 2026
Bid submission deadline	20 November 2026 at 11:00 hours, Juba time
Bid opening	20 November 2026 at 11:15 hours
Evaluation period	23 November–4 December 2026

4.0 SUBMISSION AND OPENING OF BIDS

4.1 Five bids were received before the deadline and opened publicly. No late bid, withdrawal or modification was recorded. Prices and securities read out were:

Bid No.	Bidder	Bid Price Read Out	Discount	Bid Security
1	Nile Infrastructure and Construction Ltd.	SSP 11,880,000,000 + USD 540,000	None	Bank guarantee: SSP 300,000,000
2	Juba Roads & Civil Works Co. Ltd.	SSP 11,536,000,000 + USD 524,000	None	Bid-Securing Declaration
3	Equatoria Engineering Ltd.	SSP 12,144,000,000 + USD 552,000	1% unconditional	Bank guarantee: SSP 310,000,000
4	White Nile Construction Co. Ltd.	SSP 11,760,000,000 + USD 534,000	None	Bank guarantee: SSP 300,000,000
5	Luri-Kator JV	SSP 12,040,000,000 + USD 548,000	None	Bank guarantee: SSP 305,000,000

5.0 EVALUATION COMMITTEE

5.1 The following Evaluation Committee was appointed to conduct the evaluation independently:

No.	Name	Position / Expertise	Evaluation Role
1	Eng. John Lual Akol	Director of Roads	Chairperson
2	Ms. Sarah Nyibany Kuir	Senior Procurement Officer	Committee Secretary
3	Eng. David Wani Modi	Senior Civil Engineer	Technical Member
4	Mr. James Manyang Deng	Senior Accountant	Financial Member
5	Ms. Rebecca Awut Garang	Environmental and Social Specialist	ES Member

Committee declaration: Each member confirmed impartiality, confidentiality, absence of undisclosed conflict and application only of the criteria contained in the issued Bidding Document.

6.0 EVALUATION METHODOLOGY

Stage	Assessment	Decision Rule
1. Preliminary examination	Eligibility, authorization, completeness, validity, security, signatures and key conditions	Material failure results in rejection
2. Qualification	Performance, financial capacity, turnover, experience, personnel, equipment and ES experience	All mandatory thresholds must be met
3. Technical responsiveness	Method statement, schedule, mobilization, site organization, ES-MSIP and Works Requirements	Must be substantially responsive
4. Financial evaluation	Arithmetic correction, discounts, currency conversion, provisional sums and comparison	Determine evaluated price
5. Ranking / due diligence	Rank responsive qualified bids and verify critical evidence	Identify lowest evaluated qualified bid

Evaluation exchange rate: SSP 5,500 per USD as specified in the Bid Data Sheet for the evaluation date.

7.0 PRELIMINARY, QUALIFICATION AND TECHNICAL EVALUATION

7.1 The preliminary evaluation produced the following results:

Bidder	Preliminary Result	Finding / Treatment
Nile Infrastructure and Construction Ltd.	PASS	Proceeded to qualification and technical evaluation.
Juba Roads & Civil Works Co. Ltd.	FAIL	Submitted a Bid-Securing Declaration instead of the required unconditional bank Bid Security of at least SSP 300,000,000; rejected as a material non-correctable deviation.
Equatoria Engineering Ltd.	PASS	Proceeded to qualification and technical evaluation.
White Nile Construction Co. Ltd.	PASS	Proceeded to qualification and technical evaluation.
Luri-Kator JV	PASS	Proceeded to qualification and technical evaluation.

7.2 Qualification and technical evaluation results were:

Bidder	Qualification	Technical Responsiveness	Final Treatment
Nile Infrastructure and Construction Ltd.	PASS	PASS	Proceed to financial evaluation
Equatoria Engineering Ltd.	PASS	PASS	Proceed to financial evaluation
White Nile Construction Co. Ltd.	FAIL	Not ranked	Rejected: only one qualifying similar contract and failure of stated key asphalt-production and laying experience threshold
Luri-Kator JV	PASS	PASS	Proceed to financial evaluation

8.0 FINANCIAL EVALUATION AND RANKING

8.1 No arithmetic correction was required. The unconditional 1% discount offered by Equatoria Engineering Ltd. was applied as stated. The results were:

Rank	Bidder	Read-out SSP Equivalent	Correction	Discount	Evaluated Price (SSP Equivalent)
1	Nile Infrastructure and Construction Ltd.	14,850,000,000	Nil	Nil	14,850,000,000
2	Equatoria Engineering Ltd.	15,180,000,000	Nil	151,800,000	15,028,200,000
3	Luri-Kator JV	15,054,000,000	Nil	Nil	15,054,000,000

Reasonableness and budget finding: The recommended evaluated price is SSP 350,000,000 (2.30%) below the SSP 15.20 billion cost estimate. Budget availability was confirmed; no material unbalancing or front-loading was identified; and an abnormally low bid assessment was not triggered.

9.0 POST-QUALIFICATION AND RISK REVIEW

Verification Area	Finding
Legal registration, licence and tax compliance	Verified
Beneficial ownership and authority to sign	Verified; no conflict identified
Past performance and financial capacity	Satisfactory
Personnel and equipment availability	Satisfactory
Environmental and social performance	No adverse event identified
Debarment / suspension checks	None identified in available PPDA / PE records

10.0 RECOMMENDED AWARD

Recommended Award Item	Details
Successful Bidder and Address	Nile Infrastructure and Construction Ltd.; Plot 18, Airport Road, Juba, Republic of South Sudan
Contract / Reference	Upgrading of approximately 12 km of the Gudele–Luri Road; MoRB/JURIP/2026–2027/W/001
Accepted Contract Amount	SSP 11,880,000,000 plus USD 540,000
Evaluation equivalent	SSP 14,850,000,000
Completion / Defects periods	15 months / 12 months
ES Performance Security	2% of Accepted Contract Amount
Advance payment	20% against an acceptable advance-payment guarantee

11.0 MATTER REQUIRING RECONCILIATION BEFORE FINAL APPROVAL

The Evaluation Report contains inconsistent Performance Security percentages: **10%** in the Executive Summary and **8%** in section 9. The issued Bidding Document and Bid Data / Contract Conditions shall be checked and the report corrected to state one authoritative percentage before the Procurement Committee recommendation is forwarded for Accounting Officer approval. No percentage should be negotiated or selected outside the issued Bidding Document.

12.0 EVALUATION COMMITTEE RECOMMENDATION

The Evaluation Committee unanimously recommends that the Procurement Committee:

- Approve the Bid Evaluation Report and the proposed award to Nile Infrastructure and Construction Ltd. at SSP 11,880,000,000 plus USD 540,000, equivalent to SSP 14,850,000,000 at the stated evaluation exchange rate.
- Require confirmation and correction of the Performance Security percentage against the issued Bidding Document before forwarding the proposed award for Accounting Officer approval.
- Confirm that the recommendation remains subject to continuing bid validity, budget commitment, standstill and complaint requirements, satisfactory securities and completion of all pre-contract checks.
- Direct that, after Accounting Officer approval, the Notification of Intention to Award be transmitted simultaneously to all five bidders and the required standstill process be observed.

13.0 SUBMISSION AND CERTIFICATION BY THE EVALUATION COMMITTEE

The Evaluation Committee submits this summary and the complete Bid Evaluation Report directly to the Procurement Committee for consideration and approval. No views or endorsement of the Procurement Committee Secretariat form part of the Evaluation Committee's recommendation.

Name	Evaluation Role	Signature	Date
Eng. John Lual Akol	Chairperson	[Signed]	7 December 2026
Ms. Sarah Nyibany Kuir	Committee Secretary	[Signed]	7 December 2026
Eng. David Wani Modi	Technical Member	[Signed]	7 December 2026
Mr. James Manyang Deng	Financial Member	[Signed]	7 December 2026
Ms. Rebecca Awut Garang	Environmental and Social Member	[Signed]	7 December 2026

Submitted to: **Procurement Committee, Ministry of Roads and Bridges** | Proposed meeting date: **11 December 2026**

Attachments: Complete Bid Evaluation Report; Bid Opening Record; preliminary and detailed evaluation worksheets; clarification record; financial comparison; due-diligence evidence; conflict and confidentiality declarations; draft Notification of Intention to Award.

Important: This is a fictional completed example. It must be reconciled with the issued Bidding Document, actual bid-opening record, evaluation evidence, applicable approval authority and current procurement requirements before official use.