



FIDIC Policy Statement

INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS

The HIV/AIDS epidemic

The disastrous impact of HIV/AIDS on the individuals and entire populations of many countries, particularly on those persons least able to cope, that is the poor and children, is widely acknowledged. FIDIC shares the worldwide concern on this scourge on humanity. FIDIC also recognises that construction sites in developing countries are potentially primary centres of HIV/AIDS. FIDIC member firms often have key roles on such sites and are thus in a position to make a difference.

FIDIC member firms are by no means immune from a serious involvement in respect to their own employees. Infection rates of 25% or more are reported in member firm offices in some countries.

Ambassador Richard C. Holbrooke, the President and CEO of the Global Business Coalition on HIV/AIDS, has stated on the issue "Why business must respond to AIDS" [1]:

When AIDS first appeared twenty years ago no one could have predicted the impact it would have on our world. Already over 20 million people have died (2001 figure). Another 36 million live with the disease. And although we know how HIV is transmitted, over 16,000 people continue to be infected every single day.

AIDS affects people, and therefore AIDS impacts our business. For the last 20 years, AIDS has affected our employees, our managers, and our customers, and is

The FIDIC Policy Statement *HIV/AIDS in the construction sector* was approved by the FIDIC Executive Committee in January 2004. Printed copies can be obtained from the FIDIC, Bookshop either individually or as inserts in the binder *FIDIC Policy Statements*. Electronic versions are available from www.fidic.org/policies. Reproduction is permitted provided the source is acknowledged.

increasingly hitting the bottom line. And if your business does not feel the direct impact of the epidemic then I appeal to your corporate sense of social responsibility. For whatever we can say about business' very real financial interest in halting the spread of HIV/AIDS, this first and foremost a humanitarian cause.

Some facts are shown in the tables below (for 2001 – the situation has further deteriorated according to reports).

UN Secretary-General Kofi Annan said in a recent call to action:

There is no more time for half-measures. In terms of life lost, children orphaned and the destruction of the social and economic fabric of whole societies and whole countries, AIDS is an unparalleled nightmare. What is more, its impact continues to grow. In the worst affected countries, where more than one in five adults are infected, infrastructure, services and productive capacity are facing total collapse. The challenge is enormous, but we are not powerless to face it.

AIDS in the construction sector

In the introduction to the *Draft specification for HIV/AIDS awareness* [2], the Construction Industry Development Board of South Africa, says:

Research indicates that the South African construction industry has the third highest incidence of HIV/AIDS in South Africa. The construction sector has a predominantly migratory labour force, making it a prime contributor to the spread of HIV/AIDS. Labour camps are a breeding ground for the spread of HIV/AIDS and Sexually Transmitted Diseases (STDs), this being compounded by the situation where migrant workers on contract generally ignore or are ignorant of the consequences of casual sexual relationships.

The prevalence of subcontracting, the emergence of many small contractors and the tendency toward labour-only subcontracting increased the complexity of developing an effective HIV/AIDS strategy that targets the full spectrum of those employed in construction. This level of complexity places a special responsibility on clients, the professions and industry leaders.

The construction sector has the potential to play an important role in the country's inter-sectoral approach to coping with the epidemic. The sector also provides entry-level local jobs, which may be crucial to the survival of youth-headed households and extended families in areas hard hit by the epidemic. Construction sites can accordingly provide a convenient location for HIV/Aids programmes to both construction workers and rural communities.

FIDIC and FIDIC member firms have a corporate social responsibility, and FIDIC recognises that member firms can make a significant difference, because they have already done so in a number of countries.

For these reasons, FIDIC has developed this policy on HIV/AIDS in the construction sector.

FIDIC Policy on HIV/AIDS in the construction sector

FIDIC recommends that:

FIDIC member firms should at all times use their influence, position and strengths to reduce the impact of HIV/AIDS on their own employees and those of contractors, and their families, and for the wider community particularly, located at or related to construction sites on which a member firm is engaged.

Five strategies for engineering and construction works contracts

The responses of FIDIC firms in showing leadership and advocacy will normally comprise the following five strategies recommended for implementation in engineering and construction works contracts [3]:

- 1 Raising awareness about HIV/AIDS.
 - increased understanding about the disease, through dissemination of information and by generating discussion.
 - promote the benefits of abstinence/avoidance.
- 2 Ensuring that construction workers have access to condoms.

- 3 HIV voluntary counselling, testing and referral services.
- 4 Sexually Transmitted Infection (STI) diagnosis and treatment.
- 5 Monitoring of outcomes, in collaboration with national HIV/AIDS authorities.

These strategies are designed to build an HIV resilient workforce as well as HIV resilient communities associated with the workforce, i.e., communities that are able to draw on their own capacity to prevent further transmission of HIV, minimise the impact of the HIV/AIDS epidemic, and talk about HIV/AIDS.

The objectives of these strategies are to:

- Reduce the risk of transfer of the HIV virus between and among construction workers, their families and the local community;
- Raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- Promote the benefits of abstinence/avoidance;
- Promote voluntary early diagnosis; and
- Assist affected individuals to access care and counselling.

HIV/AIDS Clauses for inclusion in contract documents

FIDIC has prepared HIV/AIDS Clauses aimed at meeting the above objectives, and recommends that these Clauses be included in construction contracts wherever there is the slightest risk of HIV/AIDS infection relating to activities or the construction site.

It is recommended that the following Sub-Clause be added to Clause 6, Staff and Labour, of the Particular Conditions of the FIDIC *Conditions of Contract for Construction*, 1st Edition, 1999 [4]:

EXAMPLE SUB-CLAUSE

HIV/AIDS Prevention

The Contractor shall conduct an HIV/AIDS Awareness Programme via an Approved Service Provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractors Personnel and their families and the Local Community, to promote voluntary early diagnosis, and to assist affected individuals.

HIV/AIDS Technical Clauses

HIV/AIDS Technical Clauses are provided in Annex 1. These are drafted for use with the FIDIC *Conditions of Contract for Construction* 1st Edition, 1999 [4], as Clauses within the Contract Technical Specification, although the Clauses could be adapted to any form of Contract.

In drafting these Clauses, FIDIC has drawn upon the publications of South Africa's Construction Industry Development Board [2] and the International Labour Organization [3].

The intent of these Clauses is that the measures specified to be undertaken by the Contractor are to be measured and priced in the tender Bill of Quantities, and subsequently paid for on completion or progressively as measurable (pay) items in accordance with the General Conditions (Clause 12 of the FIDIC *Conditions of Contract for Construction*, 1st Edition, 1999).

Wider use of HIV/AIDS Clauses

The FIDIC HIV/AIDS Clauses (Annex 1) have been drafted specifically for use with FIDIC Standard Contracts, drawing upon the sources referenced in [2] and [3].

However, FIDIC suggests that the Clauses may be adapted for wider use, including:

- with other forms of Contract;
- in designing anti-HIV/AIDS strategies in other applications such as other industries and community awareness generally;
- specifically in campaigns within the offices of member firms operating in AIDS-prevalent situations.

Monitoring

FIDIC member firms working either as an Employer or when acting as Project Manager or Site Supervisor, are in a position to monitor the take up and effectiveness of anti-AIDS measures. FIDIC recommends that they do so. Examples of indicators to be monitored would include:

- HIV related absences amongst staff;
- frequency of attendance at training seminars
- take-up of condom use;
- understanding of the anti-HIV/AIDS messages amongst staff.

Annex 1

HIV/AIDS Clause for inclusion in the FIDIC Construction Contract, 1st Ed 1999

1.1 For the purpose of this Clause:

"an Approved Service Provider" means a person or entity approved by the National HIV/AIDS Authority to provide the HIV Awareness Programme;"

the "Contractor's Personnel" or "Construction Workers" means, without prejudice to any other definition contained in the Contract, all personnel, who are under the Contractor's control and on the Site in connection with the Contract, including any workers who are under the control of any person or entity to whom the contractor has sub-contracted any of this obligations under the Contract other than those responsibilities set out in this Clause;

"the HIV Awareness Programme" means an HIV awareness programme [as set out in the Project documentation / in compliance with the HIV Awareness Programme curriculum and guidelines published by UNAIDS and/or National HIV/AIDS Authority];

"the Local Community" means the communities local to the Site most likely to have contact with the Contractor's Personnel and, in particular, vulnerable groups and sex workers in those communities;

"National HIV/AIDS Authority" shall mean the authority in the country where the Site is located designated by the relevant national government to have responsibility for preventing and/or combating HIV-AIDS;

"UNAIDS" shall mean the agency of the United Nations of that name or the United Nations Regional Task Force on mobile population and HIV vulnerability.

Abbreviations:

- STI: Sexually Transmitted Infection
- HIV: Human Immunodeficiency Virus
- AIDS: Acquired Immune Deficiency Syndrome

1.2 It shall be a requirement of the contract that the Contractor:

- 1.2.1 sub-contracts with an Approved Service Provider to provide an HIV Awareness Programme to the Contractor's Personnel and the Local Community as soon as practicable after the Contractor's Personnel arrive at the Site but in any case within two weeks after the Contractor's Personnel arrive at site, and to repeat the HIV Awareness Programme at intervals not exceeding four months;
- 1.2.2 gives any representative of the Approved Service Provider, the Employer and the National HIV/AIDS Authority all reasonable access to the Site in connection with the HIV Awareness Programme;
- 1.2.3 if the National Aids Authority has not provided the names of available Approved Service Providers within two weeks after being asked the Contractor may select its own service provider after consultation with the appropriate UNAIDS and/or National HIV/AIDS Authority office;
- 1.2.4 instructs the Contractor's Personnel to attend the HIV Awareness Programme in the course of their employment and during their normal working hours or any period of overtime provided for in the relevant employment contracts and uses all reasonable endeavours to ensure this instruction is followed;
- 1.2.5 provides suitable space for delivery of the HIV Awareness Programme and does nothing to dissuade the Contractor's Personnel from attending the HIV Awareness Programme;
- 1.2.6 as soon as practicable, notifies the National HIV/AIDS Authority of its sub-contract with an Approved Service Provider to facilitate the National HIV-AIDS Authority's audit of Approved Service Providers;
- 1.2.7 gives all reasonable co-operation to the National HIV/AIDS Authority if it exercises its right to audit the provision by the Approved Service Provider of the HIV Awareness Programme.
- 1.2.8 makes condoms complying with the requirements of ISO 4074 available to all

contractor's employees at readily accessible points on the site, suitably protected from the elements, for the duration of the Contract;

1.2.9 either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which reinforce the outcomes of the HIV Awareness Programme stated in 1.2.1;

1.2.10 encourages voluntary HIV/STI testing, and

1.2.11 provides information on services concerning counselling, support and care of those that are infected.

It is not a requirement of this contract for the Contractor to undertake or pay for treatment or medication for personnel found to be suffering from HIV/AIDS. Such personnel shall not be discriminated against however.

1.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in Contractor's Personnel exposed to such a programme being able to:

- a communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the Local Community;
- b recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom;
- c be aware of the advantages of abstinence/avoidance.

1.4 Reporting

1.4.1 The Contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the Contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade/occupation and name of employer of all construction workers exposed to the programme.

1.4.2 The Employer's representative shall certify the report and schedule described in 1.4.1 whenever a claim for payment is issued to the Employer.

1.5 Where a clinic is provided on behalf of the Contractor on site, the Contractor shall ensure that such clinic provides to the Contractor's Personnel, on request and without charge:

1.5.1 counselling and advice on AIDS in compliance with UNAIDS or National HIV/AIDS Authority guidelines; and

1.5.2 condoms that comply with either the current ISO standard or WHO/UNAIDS *Specification and guidelines for condoms*, 1998, or any more recent equivalent publication by the National HIV/AIDS Authority.

1.6 The Contractor shall be entitled to be reimbursed by the Employer for any payments made under a sub-contract made on either cost incurred for the purpose of Sub-Clause 1.2 in accordance with the relevant provisions in the Contract, and in particular, for the amounts included in the Bill of Quantities.

1.7 Where the Contract does not provide for reimbursement of named costs, the amount paid by the Contractor to the Approved Service Provider shall be added to any lump sum to be paid by the Employer to the Contractor under the Contract and, before such lump sum is paid, the Contractor shall provide to the Employer evidence of:

1.7.1 payment of the amount claimed to the Approved Service Provider; and

1.7.2 provision of the HIV Awareness Programme (e.g., a Compliance Report issued by the Approved Service Provider - refer to Annex 3).

1.8 Where the Contractor sub-contracts any of its obligations under the Clause of the Contract it shall require any sub-contractor to comply with Sub-Clauses (1.2.2 to 1.2.11) of the Contract as if it were the Contractor.

Annex 2

Bills of Quantities pricing data

FIDIC recommends that the HIV/AIDS awareness requirements contained in the standard Clauses should be identified as separate items/activities and be included in the Bills of Quantities, or in activity schedules as a single item or a group of items.

Example

Item	Description	Unit	Rate	Amount
1	Conduct HIV/AIDS Awareness Programme on Site for Contractors personnel inclusive of all direct and indirect costs.			
2	Provide, fill and maintain condom dispensers.			
3	Provide and maintain HIV/AIDS awareness posters.			
4	Provide information regarding the voluntary testing of construction workers and counselling, support and care.			

Annex 3

Compliance Report

Contract number: _____

Payment claim number: _____

Period covered by payment claim: _____

- 1 Distribution of condoms (briefly describe where and how condoms are distributed):
- 2 Posters/pamphlets (briefly describe where posters were placed/how pamphlets were distributed):
- 3 Voluntary HIV/STI testing (briefly describe the actions taken/information provided to promote testing)
- 4 Counselling, support and care (summarise information provided):
- 5 Schedule of construction workers exposed to the HIV Awareness Programme

Name	Identification number	Trade/occupation	Name of employer
------	-----------------------	------------------	------------------

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

Name:

Position:

Date:

References and resources

- 1 *Business action on HIV/AIDS – a blueprint*, Global Business Coalition on HIV/AIDS, 2001:
www.businessfightsaids.org/pdf/blue_print.pdf
- 2 *Specification for HIV/Aids awareness*, Construction Industry Development Board, South Africa, June 2003:
www.cidb.org.za/initiatives/HIV%20specification.pdf
- 3 *Implementing labour standards in construction* - a sourcebook, Water, Engineering and Development Centre, Loughborough University, UK, 2002.
wedc.lboro.ac.uk/publications/details.php?book=1%2084380%20017%209
- 4 *FIDIC Conditions of Contract for Construction*, 1st Ed 1999.

Annex 1 (HIV/AIDS Clause) refers to:

“HIV Awareness Programme curriculum and guidelines published by UNAIDS and/or National HIV/AIDS Authority”.

The curriculum and guidelines are no longer available from UNAIDS, but they are referred to in various UNAIDS publications including:

National AIDS Programmes: A guide to monitoring and evaluation, UNAIDS, 2000.

Resources are available at www.fidic.org/policies/hiv

FIDIC - International Federation of Consulting Engineers
World Trade Center 2, Geneva Airport
Box 311, CH-1215 Geneva 15, Switzerland
Telephone: +41 22 799 49 00 Email: fidic@fidic.org
Telefax: +41 22 799 40 01 Web: www.fidic.org

Supplement

AusAID projects: clarifications and amendments

Reference is made to the FIDIC Policy Statement *HIV/AIDS in the construction sector*. The following clarifications and amendments are proposed for use in AusAID projects.

1 Contract agreement sub-clause

The sub-clause intended for inclusion in the Contract Agreement, Conditions of Particular Application, is provided on page 2, at the bottom of the second column:

HIV/AIDS Prevention

The Contractor shall conduct an HIV/AIDS Awareness Programme via an Approved Service Provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractors Personnel and their families and the Local Community, to promote voluntary early diagnosis, and to assist affected individuals.

2 Annex 1

This section is intended for inclusion in the Contract Technical Specification, and requires some amendments/additions

ERRATA

1. Heading: should read:
“HIV/AIDS Clause for inclusion in the Contract Technical Specification”
1. Sub-Clause 1.4.1 line 2
After “a brief report” add “in the form attached”.
3. Sub-Clause 1.6, line 3
Delete “on either”. Replace with “or other”.

ADDITIONS

4. Sub-Clause 1.6
Add new 2nd paragraph:
“The amount included by the Contractor in its priced Bill of Quantities for the HIV/AIDS preventative provisions as defined in Sub-Clause 1.2, shall be not less than 1.0% of the Contract Price.”
5. New Sub-Clause 1.9
1.9 Attention is drawn to the obligation of the Contractor to give preference to the employment of labour from communities local to the site(s) of the Works.
6. New Sub-Clause 1.10
1.10 The requirements described in Sub-Clauses 1.2.1, 1.2.5, 1.2.9, 1.2.10, 1.2.11 and 1.4.1 shall be extended to include the local communities as defined by the Employer. The cost of such provisions to the local communities shall be deemed to be included in the rates and amounts in the priced Bill of Quantities

2 Annex 2: Bill of Quantities

Add a Note:

- i) The rates and amounts applying to these items are to include for provisions of services to the local communities.
- ii) The total sum of this group of items shall be not less than 1.0% of the Accepted Contract Amount.