



TENDER DOCUMENT

PART 1 – BIDDING PROCEDURES

PART 2 – EMPLOYER’S REQUIREMENTS

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

TENDER NO. NIA/T/186/2024-2025

TENDER NAME: ENGINEERING, PROCUREMENT,
CONSTRUCTION AND FINANCING OF ATHI
DAM INCLUSIVE OF ASSOCIATED IRRIGATION
WATER CONVEYANCE SYSTEM PROJECT,
KITUI AND TANA-RIVER COUNTY

ISSUED ON: 3RD JUNE 2025

SUBMISSION DEADLINE: 24TH JUNE 2025 AT 1200 HOURS LOCAL TIME

MANDATORY PRE-BID SITE VISIT: 16TH JUNE 2025 AT 0900 HOURS LOCAL TIME

PROCURING ENTITY:
National Irrigation Authority (NIA)
Lenana Road, Hurlingham
P.O. Box 30372-00100
Nairobi, Kenya
Tel: + 254-711061000
E-mail: purchasing@irrigationauthority.go.ke, ceo@irrigationauthority.go.ke

SUMMARY OF THE BIDDING DOCUMENT

This document covers a Single Stage, Three Envelope EPC-F Tender open to all qualified bidders. Participants are invited to submit their Engineering Part and Construction Part (collectively known as the Technical Bid) in Two envelopes, along with the Financial Part (also referred to as the Financial Bid) in a separate envelope.

- i. The Engineering Part will detail the proposed approach to project design, operation and maintenance, design layout, and relevant drawings, along with technical data and specifications for materials, equipment, and construction methods.
- ii. In the Construction Part, bidders must demonstrate their qualifications, work approach, capacity, experience, and expertise. This includes providing a schedule of works, key milestones, construction methods statement, and details regarding their financial capability and stability.
- iii. The Financial Part contain the pricing information. Bidders are required to present pricing schedule(s) that includes all costs associated with completing the project. The Bill of Quantities (BOQ) should offer a list of all necessary items required for the project, their quantities and unit prices.

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bid. It is based on a single-stage, three envelope procurement process. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts.

Section II - Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria

This Section specifies the methodology that will be used to determine the Most Advantageous bid.

Section IV - Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of the bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Request for bid process.

PART 2 – EMPLOYER’S REQUIREMENTS

Section VII – Employer’s Requirements

This Section sets out a description of the functional and/or performance specification of the Works to be executed on Engineering, Procurement and Construction (EPC) basis. It shall present, as appropriate, a statement of the required standards for materials, plant, supplies, and workmanship to be provided. The Employer’s Requirements also include the environmental and social (ES) requirements.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions (GC)

This Section refers to the “General Conditions” which form part of the “Conditions of Contract for EPC Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).

Section IX - Particular Conditions (PC)

This Section includes particular conditions of the contract consisting of: Part A - Contract Data; Part B - Special Provisions; PART C – Fraud and Corruption; and PART D – Environmental and Social (ES) Reporting Metrics for Progress Reports. The contents of this Section supplement the General Conditions and shall be completed by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

NOTICE OF INVITATION TO TENDER

To: **ALL** eligible qualified bidders

1. The Government of Kenya through the National Irrigation Authority (*Implementing Agency/Employer*) is investing in the development of Athi dam inclusive of the irrigation water conveyance system using the EPC Procurement method with elements of Project Financing
2. The National Irrigation Authority now invites sealed BIDs from qualified and eligible Applicants for the: ***Engineering, Procurement, Construction and Financing of Athi Dam and Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County***¹.
3. The procurement will be conducted through International Open Tender using Request for BIDs (BID) and is open to all qualified and eligible Bidders.
4. The project is financed by the Government of Kenya Development Vote with and that includes deferred payment for project cost component contributed by the successful EPC Bidder. For this contract, the Government of Kenya shall process the payments under the Public Procurement Guidelines and such other terms subsequently applicable under Project Financing Agreement
5. The National Irrigation Authority now invites sealed BIDs from eligible Applicants for Design and Construction of the Athi Dam describe in Part II of the Request for BID
6. Qualified and interested Bidders may obtain further information from **Chief Executive Officer, National Irrigation Authority** and inspect the BID document from <https://www.irrigationauthority.go.ke/tenders/> and the IFMIS Supplier Portal.
7. The BID Document in English may be obtained electronically from <https://www.irrigationauthority.go.ke/tenders/> and the PPIP Portal <https://tenders.go.ke/tenders>. Tender documents obtained electronically will be free of charge. Bidders who intend to submit the tender **MUST** forward their particulars immediately to purchasing@irrigationauthority.go.ke, ceo@irrigationauthority.go.ke to facilitate any further clarification or addendum.
8. **Mandatory** PRE-BID Site visit will be **Monday 16th June 2025 starting 09:00 am** as specified in the BDS.
9. A single-Stage, Three envelope process will be used, and the BID will consist of The Technical Bid in **TWO Parts** (i) the Engineering Part, and (ii) Technical Part; and (iii) The Financial Part, as detailed in the Bid Document. The Engineering, Technical and Financial Parts of the bids shall be submitted simultaneously in **THREE** separate sealed well labelled envelopes.

¹ A brief description of Works to be executed on EPC basis, including location, purpose(s) for which the Works are intended, the scope, completion period, Functional/performance requirements and other information necessary to enable potential Bidders to decide whether or not to respond to the Request for BIDs is provided in Part II of this document.

10. The Engineering Part of the BID will be opened publicly immediately after the deadline date and time specified above in the presence of the Bidders' designated representatives and anyone who chooses to attend. The Construction Part and Financial Part shall remain unopened and will be held in safe custody of the Employer until the second public opening of the Construction Part, following the evaluation of the Engineering Part of the bids, and the Financial Part shall remain unopened and will be held in safe custody of the Employer until the Third public opening of the Financial Part, following the evaluation of the Technical Bids.
11. All BIDs must be accompanied by a Tender Security of Kshs 180 *million* in the form of a Bank Guarantee from a reputable local bank valid for **30 Days beyond** the date of the tender validity. If the guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable.
12. The BID shall chronologically serialize all pages of the tender documents submitted in the form of page X of Y.
13. Prices quoted should be gross inclusive of all taxes and **MUST** be in Kenya shillings (Kshs.) The prices quoted shall include all levies and taxes including **Capacity Building Levy** as required by legal Notice 206 on the Public Procurement Capacity Building Levy Order 2023.
14. The Technical BID, consisting the Engineering Part and Construction Part, and the Financial Part, must be physically delivered to the address state in the BDS on or before **Noon on 24th June 2025**. Electronic submission of tender will NOT be permitted. Late BIDs will be rejected.
15. Attention is drawn to the Procurement Regulations requiring the Employer to disclose information on the successful Bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the BID document.

Chief Executive Officer

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PART 1 – BIDDING PROCEDURES

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A. GENERAL

<p>1. Scope of BID</p>	<p>1.1. The Employer, as specified in the BDS, issues this Request for BIDs (BID) Document for the execution of the Works on EPC basis as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this BID are specified in the BDS.</p> <p>1.2. Unless otherwise stated, throughout this bid Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.</p> <p>1.3. Throughout this BID Document:</p> <ul style="list-style-type: none"> (a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) If the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Employer. It excludes the Employer's official public holidays; (d) "Works" refers to Works, subject of this request for BIDs document, to be executed on EPC contracting arrangement. (e) "Bidder's Personnel" is as defined in Sub-Clause 1.1.14 of the General Conditions; and (f) "Employer's Personnel" is as defined in Sub-Clause 1.1.29 of the General Conditions. (g) Tender," "Bid," and "Proposal" are used interchangeably, and shall refer to the formal offer submitted in response to the this invitation for execution of the Works on EPC-F basis
<p>2. Source of Funds</p>	<p>2.1. The source of fund is the Government of Kenya Development Vote and includes a minimum 20% of the contract sum financed by the bidder on deferred payment basis</p>
<p>3. Fraud and Corruption</p>	<p>3.1. The Employer requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the</p>

	<p>person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.</p> <p>3.2. The Employer requires compliance with the provisions of the Competition Act 2010, regarding <u>collusive practices</u> in contracting. Any Bidder found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.</p> <p>3.3. Unfair Competitive Advantage- Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Employer shall indicate in the BDS firms (if any) that provided consulting services for the contract being tendered for. The Employer shall check whether the owners or controllers of the Bidder are same as those that provided consulting services. The Employer shall, upon request, make available to any Bidder information that would give such firm unfair competitive advantage over competing firms.</p> <p>3.4. Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, BID submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer.</p>
<p>4. Eligible Bidders</p>	<p>4.1. A Bidder may be a firm that is a private entity, a state-owned enterprise, group of companies or institution subject to ITB 4.6— or any combination of such entities in the form a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the BID process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV. Bidders may utilize the capabilities and experiences of their subsidiaries, but bidders might not be able to</p>

	<p>use the capabilities and experiences of their parent companies or group members.</p> <p>4.2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this BID process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the BID of another Bidder, or influence the decisions of the Employer regarding this BID process; or (e) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for the Works that are the subject of the BID; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer as the Employer's Representative for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the BID Document or Employer's requirements of the Contract, and/or the BID evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the BID process and execution of the Contract.
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	<p>4.3. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one BID, except for permitted alternative BIDs. This includes participation as a subcontractor in other BIDs. Such participation shall result in the disqualification of all BIDs in which the firm is involved. A firm that is not an individual Bidder or a JV member in a BID may participate as a subcontractor in more than one BID.</p> <p>4.4. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.</p> <p>4.5. A Bidder that has been sanctioned in Kenya in accordance with its prevailing sanctions policies shall be ineligible to submit BID for, or be awarded GoK contract or benefit from a GoK-financed contract, financially or otherwise. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p> <p>4.6. Bidders that are state-owned enterprises may be eligible to compete and be awarded a Contract(s) only if they can establish, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.</p> <p>4.7. A Bidder shall not be under suspension from submitting BIDs by the Employer as the result of the operation of a Bid Securing Declaration or BID-Securing Declaration.</p> <p>4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Employer's country prohibits commercial relations with that country, provided such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required.</p> <p>4.9. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
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	4.10. A firm that is under a sanction of debarment by competent authority in any jurisdiction from being awarded a contract is eligible to participate in this procurement, unless the Employer, upon requires, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
5. Eligible Materials, Equipment, and Services	5.1. The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. CONTENTS OF BID DOCUMENT

6. Sections of BID Document	<p>6.1. The BID Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8:</p> <p>PART 1 Request for BID Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - BID Data Sheet (BDS)</p> <p>Section III - Evaluation and Qualification Criteria</p> <p>Section IV - BID Forms</p> <p>Section V - Eligible Countries</p> <p>Section VI - Fraud and Corruption</p> <p>PART 2 Employer's Requirements</p> <p>Section VII - Employer's Requirements</p> <p>PART 3 Conditions of Contract and Contract Forms</p> <p>Section VIII - General Conditions</p> <p>Section IX - Particular Conditions</p> <p>Section X - Contract Forms</p> <p>6.2. The Specific Procurement Notice, Notice of Request for BIDs (BID) issued by the Employer, is not part of this BID Document.</p>
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	<p>6.3. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-BID meeting (if any), or Addenda to the BID Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p> <p>6.4. The Bidder is expected to examine all instructions, forms, terms, and Employer's requirements in the BID Document and to furnish with its BID all information or documentation as is required by the BID Document.</p>
<p>7. Clarification of BID Document, Site Visit, Pre-BID Meeting</p>	<p>7.1. A Bidder requiring any clarification of the BID Document shall contact the Employer in writing at the Employer's address specified in the BDS or raise its enquiries during the pre-BID meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of BIDs within a period specified in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the BID Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the Employer deem it necessary to amend the BID Document as a result of a request for clarification, it shall do so following the procedure under ITB 8.</p> <p>7.2. The Bidder is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the BID and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.</p> <p>7.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4. The Bidder's designated representative is invited to attend a pre-BID meeting and/or a site visit, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>

	<p>Nonattendance at the pre-BID meeting will not be a cause for disqualification of a Bidder.</p> <p>7.5. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p> <p>7.6. Minutes of the pre-BID meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the BID Document in accordance with ITB 6.3. Any modification to the BID Document that may become necessary as a result of the pre-BID meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-BID meeting.</p>
8. Amendment of BID Document	<p>8.1. At any time prior to the deadline for submission of BIDs, the Employer may amend the BID Document by issuing addenda.</p> <p>8.2. Any addendum issued shall be part of the BID Document and shall be communicated in writing to all who have obtained the BID Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.</p> <p>8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their BIDs, the Employer may, at its discretion, extend the deadline for the submission of BIDs, pursuant to ITB 23.2.</p>
9. Cost of BIDs and Bidder Responsibilities	<p>9.1. The Bidder shall bear all costs associated with the preparation, pre-bid visit and submission of its BID, and the Employer will in no case be responsible or liable for those costs.</p> <p>9.2. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>9.3. The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Bidder shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.</p>

	9.4. The Bidder shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed design, work method and cost schedule, including charts, as necessary or required.
10. Contacting the Employer	<p>10.1. From the time of BID opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the BID, it should do so in writing.</p> <p>10.2. If a Bidder tries to directly influence the Employer or otherwise interfere in the BID evaluation process and the Contract award decision, its BID may be rejected.</p>
11. Language of BIDs	11.1. Unless otherwise specified in the BDS , the BID prepared by the Bidder and all correspondence and documents related to the BID exchanged by the Bidder and the Employer shall be written in the English Language, or, if the BDS so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its BID may be in a language not specified in the BDS , as long as such literature is accompanied by a translation of its pertinent passages into the language of the BID, in which case, for purposes of interpretation of the BID, the translation shall govern.

C. PREPARATION OF BIDS

12. Documents Comprising the BID	<p>12.1. The Bid shall comprise the Technical Bid (Engineering and Construction Parts) and the Financial Bid. These three parts shall be submitted simultaneously in three separate sealed envelopes (single-stage, Three-envelope Bid process). One envelope shall contain only information relating to the Engineering Part, the second information relating to the Construction Part and the other, only information relating to the Financial Part. These three envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".</p> <p>12.2. The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid - Technical Bid, prepared in accordance with ITB 13; (b) Security: Bid Security or Bid-Securing declaration, in accordance with ITB 19; (c) Alternative BID - Technical Bid, if permissible in accordance with ITB 14;
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	<p>(d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.1;</p> <p>(e) Documentary evidence that the Bidder continues to be eligible and qualified to perform the contract if its BID is accepted;</p> <p>(f) Documentary evidence in accordance with ITB 18 that the Works offered by the Bidder conform to the Bid Document;</p> <p>(g) Bidders shall give details of all departures in their Technical Bid with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Employer to consider during the evaluation of the Technical Bid;</p> <p>(h) In the case of a Technical Bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;</p> <p>(i) List of subcontractors, in accordance with ITB 18.3; and</p> <p>(j) Any other document required in the BDS.</p> <p>12.3. The Financial Part submitted by the Bidder shall comprise the following:</p> <p>(a) Letter of Bid - Financial Part: prepared in accordance with ITB 13;</p> <p>(b) Schedule of Rates and Prices (if any): completed in accordance with ITB 15 and ITB 16;</p> <p>(c) Alternative Bid – Financial Part: if permissible in accordance with ITB 14;</p> <p>(d) Financial Disclosure: The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid; and</p> <p>(e) Other: any other document required in the BDS.</p> <p>12.4. The Technical Bid shall not include any financial information related to the bid price. Where material financial information related to the bid price is contained in the Technical Bid, the Bid shall be declared non-responsive.</p>
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	12.5. The Bidder, required in the BDS , shall furnish in the Letter of bid -Technical Bid three names of the potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of BID) shall be subject to Negotiation.
13. Letter of BID, and Schedules	13.1. The Bidder shall complete the Letter of BID – Technical Bid and Letter of BID - Financial Part using the relevant forms furnished in Section IV, BID Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3 . All blank spaces shall be filled in with the information requested
14. Alternative Technical BIDs	<p>14.1. Bidders shall note that they are permitted to propose technical alternatives with their BIDs in addition to the requirements specified in the BID Documents. Any technical alternatives received in lieu of the requirements specified in the BID Documents shall be rejected and shall not be considered by the Employer. The Alternative Technical BID shall comprise two Parts, namely Alternative BID - Technical Bid and Alternative BID - Financial Part.</p> <p>14.2. Alternative BID - Technical Bid: the Bidder wishing to offer alternative technical BID shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfil the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the BID Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.</p> <p>14.3. Alternative BID - Financial Part: The Bidder submitting alternative technical BID shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – BID Forms.</p> <p>14.4. Only the technical alternatives, if any, of the Bidder with the Most Advantageous BID conforming to the basic performance and technical criteria specified in the BID Documents shall be considered by the Employer.</p>
15. BID Prices	15.1. Unless otherwise specified in the BDS , Bidders shall quote for the entire Works on a “single responsibility” basis such that the lump

	<p>sum BID Price, subject to any adjustments, in accordance with the Contract, covers all the Bidder's obligations under the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>15.2. Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV, BID Forms. These will not in any way limit the Bidder's "single responsibility" as stated in ITB 15.1. The cost of any items that the Bidder may have omitted is deemed to be included in the total lump sum BID price and will not be paid for separately by the Employer.</p> <p>15.3. The prices shall be either fixed or adjustable as specified in the BDS.</p> <p>15.4. In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p> <p>15.5. In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A BID submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labour and material indices in the corresponding Form in Section IV, BID Forms.</p> <p>15.6. If so, indicated in ITB 1.1, BIDs are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of BID the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. However, discounts for the award of more than one contract will not be considered for BID evaluation purpose.</p> <p>15.7. Bidders wishing to offer any unconditional discount shall specify in their Letter of BID the offered discounts and the manner in which price discounts will apply.</p>
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	<p>15.8. All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of BIDs, shall be included in the BID price submitted by the Bidder.</p>
16. Bid Currencies	<p>16.1. The currency (Kes) of the Tender and the currency (ies) of payments shall be the same.</p> <p>16.2. Tenderers shall quote entirely in Kenya Shillings.</p> <p>16.3. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall indicate so in the Financial BID the percentage (s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.</p> <p>16.4. The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage (s) mentioned in (a) above shall be specified by the Tenderer in the BDS and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Tenderer.</p> <p>16.5. Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.</p>
17. Documents Establishing the Qualification of the Bidder	<p>17.1. In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the qualification criteria used at the time of Initial Selection, the Bidder shall provide updated information on any assessed aspect that changed from that time including local content status.</p> <p>17.2. If a margin of preference applies in accordance with ITB 39.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 39.1.</p> <p>17.3. Any change in the structure or formation of a Bidder after being initially selected and invited to submit BIDs (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject</p>

	<p>to the written approval of the Employer prior to the deadline for submission of BIDs. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Bidders as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for BIDs.</p>
<p>18. Documents Establishing Conformity of the Works</p>	<p>18.1. Pursuant to ITB 12.2(f), the Bidder shall furnish, as part of its BID documents establishing the conformity to the BID Documents of the Works that the Bidder proposes to execute on EPC basis under the Contract.</p> <p>18.2. The documentary evidence of the conformity of the Works with the BID documents may be in the form of literature, drawings and data, and shall include:</p> <p>18.2.1 The documents specified in Section IV (BID Forms) - Technical BID.</p> <p>18.2.2 Detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements.</p> <p>18.2.3 Adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the BID Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, in its technical BID, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.</p> <p>18.3. The Bidder shall be responsible for ensuring that any proposed subcontractor complies with the requirements of ITB 4, and that any Works to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 18.1. The Bidder shall submit its</p>

	Code of Conduct that meets the requirements set out in Section IV – BID Forms.
19. Securing the BID	<p>19.1. The Bidder shall furnish as part of its BID, either a BID-Securing Declaration or a BID Security as specified in the BDS, in original form and, in the case of a BID Security, in the amount and currency specified in the BDS.</p> <p>19.2. A BID-Securing Declaration shall use the form included in Section IV, BID Forms.</p> <p>19.3. If a BID Security is specified pursuant to ITB 19.1, the BID security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a) An unconditional guarantee issued by a Bank or a non-Bank financial institution (such as an insurance, bonding or surety company); (b) An irrevocable letter of credit; (c) A cashier's or certified check; or (d) Another security indicated in the BDS, <p>from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-Bank financial institution located outside the Employer's Country the issuing non-Bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to BID submission, that a correspondent financial institution is not required.</p> <p>19.4. In the case of a Bank guarantee, the BID Security shall be submitted either using the BID Security Form included in Section IV, BID Forms or in another substantially similar format approved by the Employer prior to BID submission. In either case, the form must include the complete name of the Bidder. The BID Security shall be valid for Thirty days (30) beyond the original date of expiry of the BID validity, or beyond any extended date if requested under ITB 20.2.</p> <p>19.5. If a BID Security or a BID-Securing Declaration is specified pursuant to ITB 19.1, any BID not accompanied by a substantially responsive BID Security or BID-Securing Declaration shall be rejected by the Employer as non-responsive.</p> <p>19.6. If a BID Security is specified in accordance with ITB 19.1, the BID Security of the Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract, furnished the</p>

	<p>required Performance Security, and if required in the BDS, the Environmental and Social (ES) Performance Security.</p> <p>19.7. The BID Security may be forfeited:</p> <ul style="list-style-type: none"> (a) If a Bidder withdraws its BID prior to the expiry date of the BID validity specified by the Bidder on the Letter of BID or any extended date provided by the Bidder; or (b) If the successful Bidder fails to: <ul style="list-style-type: none"> (i) Sign the Contract in accordance with ITB 53; or (ii) Furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security, in accordance with ITB 54. <p>19.8. The BID Security or the BID-Securing Declaration of a JV shall be in the name of the JV that submits the BID. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of BIDs, the BID Security or the BID-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.</p> <p>19.9. If a BID Security is not required in the BDS, and:</p> <p>19.10. If a Bidder withdraws its BID prior to the expiry date of the BID validity specified by the Bidder on the Letter of BID or any extended date provided by the Bidder; or</p> <p>19.10.1 If the successful Bidder fails to:</p> <ul style="list-style-type: none"> (i) Sign the Contract in accordance with ITB 53; or (ii) Furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security, in accordance with ITB 54, <p>The Employer may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>20. Period of Validity of BIDs</p>	<p>20.1. BIDs shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 8. A BID that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as non-responsive.</p> <p>20.2. In exceptional circumstances, prior to the date of expiry of the BID validity, the Employer may request that the Bidders extend the date</p>

	<p>of validity until a specified date. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the BID-Securing Declaration or forfeiting the BID Security. Except as provided in ITB 20.3, a Bidder agreeing to the request will not be required or permitted to modify its BID, but will be required to ensure that the BID Security is extended for a correspondingly longer period, pursuant to ITB 19.4.</p> <p>20.3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the BID validity specified in accordance with ITB 20.1, the contract price will be adjusted as specified in the BDS. BID evaluation will be based on the BID prices without taking into consideration the above correction.</p>
21. Format and Signing of BID	<p>21.1. The original and all copies of the BID, each consisting of the documents listed in ITB 12, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing as specified in the BDS, and included in the BID pursuant to ITB 12.2(d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the BID where entries or amendments have been made shall be signed or initialled by the person signing the BID.</p> <p>21.2. In case the Bidder is a JV, the BID shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>21.3. The BID shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the BID.</p> <p>21.4. The Bidder shall furnish in the BID Submission Form (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.</p>

D. SUBMISSION OF BIDS

22. Submission, Sealing and Marking of BIDs	<p>22.1. Unless the BDS states that BIDs are to be submitted electronically the following procedures shall apply.</p> <p>22.1.1 The Bidder shall deliver the BID in THREE separate, sealed envelopes. The First envelope containing the Engineering</p>
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	<p>Part, Second the Construction Part and the other the Financial Part. These three envelopes shall be enclosed in a sealed outer envelope and clearly marked “BID - Original”.</p> <p>22.1.2 In addition, the Bidder shall prepare copies of the BID, in the number specified in the BDS. Copies of the Engineering Part shall be placed in a separate sealed envelope marked “Copies: Engineering Part”. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part” Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>22.1.3 If alternative BIDs are permitted in accordance with ITB 14, the alternative BIDs shall be submitted as follows: the original of the alternative Technical Bid shall be placed in a sealed envelope marked “Alternative Technical Bid” and the Financial Part shall be placed in a sealed envelope marked “Alternative Financial Bid” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative BID – Original”, copies of the alternative BID will be placed in separate sealed envelopes marked “Copies of Alternative Technical Bid”, and “Alternative BID – Copies of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative BID - Copies”</p> <p>22.2. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Employer, at the address given in the BDS for ITB 23.1; and (c) bear the Contract(s) name, the Request for BID (BID) title and number, as specified in the BDS for ITB 1.1, and the statement “Do Not Open Before [time and date],” to be completed with the time and date specified in the BDS for ITB 23.1. <p>22.3. If the outer envelope is not sealed and marked as required by ITB 22.1 and ITB 22.2, the Employer will assume no responsibility for the BID’s misplacement or premature opening.</p>
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23. Deadline for Submission of BIDs	<p>23.1. BIDs must be received by the Employer at the address specified, and no later than the time and date specified, in the BDS. Bidders have the option of submitting their BIDs electronically if specified in the BDS.</p> <p>23.2. The Employer may, at its discretion, extend this deadline for submission of BIDs by amending the BID Documents in accordance with ITB 8.3, in which case all rights and obligations of the Employer and Bidders will thereafter be subject to the deadline as extended.</p>
24. Late BIDs	<p>24.1. The Employer shall not consider any BID that arrives after the deadline for submission of BIDs, in accordance with ITB 23. Any BID received by the Employer after the deadline for submission of BIDs shall be declared late, rejected, and returned unopened to the Bidder.</p>
25. Withdrawal, Substitution, and Modification of BIDs	<p>25.1. A Bidder may withdraw, substitute, or modify its BID after it has been submitted, and before the deadline for submission of BIDs, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITB 21.1, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the BID must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) Prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution, (“Technical Bid” and/or “Financial Part”)” “Modification (“Technical Bid” and/or “Financial Part”);” and (b) Received by the Employer prior to the deadline prescribed for submission of BIDs, in accordance with ITB 23.

E. OPENING OF TECHNICAL PARTS OF BIDS

26. Opening of Technical Bid by Employer	<p>26.1. Except as in the cases specified in ITB 24 and ITB 25, the Employer shall conduct the Engineering Part opening in public, in the presence of Bidders’ designated representatives and anyone who chooses to attend, and at the address, date and time specified in the BDS. Any specific electronic BID opening procedures, if permitted, shall be as specified in the BDS.</p> <p>26.2. First, the written notice of withdrawal in the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding BID shall not be opened, but returned to the Bidder. No BID withdrawal shall be permitted unless the</p>
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	<p>corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at BID opening.</p> <p>26.3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Technical Bid being substituted, and the substituted BID shall not be opened, but returned to the Bidder. No BID substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at BID opening.</p> <p>26.4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding BID. No BID modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at BID opening.</p> <p>26.5. Next, all other envelopes marked “Engineering Part” shall be opened one at a time. All envelopes marked “Construction Part” and “Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Engineering Part of the BIDs. On opening the Engineering Part envelopes, the Employer shall read out: the name of the Bidder and whether there is a modification; the presence or absence of a BID security or a BID-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.</p> <p>26.6. Only Engineering Part of BIDs and Alternative BID - Technical Bid that are opened and read out at BID opening shall be considered further. At the BID opening the Employer shall neither discuss the merits of any BID nor reject any BID (except for late BIDs, in accordance with ITB 24.1).</p> <p>26.7. The Employer shall prepare a record of the Engineering Parts of public opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted BIDs in time, and posted online when electronic procurement is permitted.</p>
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F. EVALUATION OF BIDS – GENERAL PROVISIONS

27. Confidentiality	<p>27.1. Information relating to the evaluation of the Technical Bid, both the Engineering and Construction Parts shall not be disclosed to Bidders or any other persons not officially concerned with the BID process until the notification of evaluation of the Construction Part in accordance with ITB 33. Information relating to the evaluation of the Financial Part, the evaluation of combined Technical Bid and Financial Bid, and the recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 49.1.</p> <p>27.2. Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the BID process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 49.</p> <p>27.3. Any effort by a Bidder to influence the Employer in the evaluation of the BIDs may result in the rejection of its BID.</p> <p>27.4. Notwithstanding ITB 27.1 and ITB 27.2, from the time of BID opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the BID process, it should do so in writing.</p>
28. Clarification of BIDs	<p>28.1. To assist in the examination, evaluation, and comparison of the BIDs, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its BID. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.</p> <p>28.2. If a Bidder does not provide clarifications of its BID by the date and time set in the Employer's request for clarification, its BID may be rejected.</p>
29. Deviations, Reservations, and Omissions	<p>29.1 During the evaluation of BIDs, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the BID document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BID document; and

	(c) “Omission” is the failure to submit part or all of the information or documentation required in the BID document.
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G. EVALUATION OF TECHNICAL PARTS OF BIDS

30. Determination of Responsiveness of Technical Parts	<p>30.1. The Employer will first evaluate the Engineering part in accordance with ITB 31 before proceeding to examine the Responsiveness of the Construction Part.</p> <p>30.2. Following the determination of the Engineering Part, the Employer will examine the Construction Part, including any alternatives submitted by Bidders, to determine whether they are complete, have been properly signed, and are generally in good order.</p> <p>30.3. The Employer’s determination of a Construction Part’s substantial responsiveness is to be based on the contents of the BID itself. For purposes of this determination, a substantially responsive BID is one that materially conforms to the requirements of the BID Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p style="padding-left: 40px;">(a) if accepted, would:</p> <p style="padding-left: 80px;">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p style="padding-left: 80px;">(ii) limit in any substantial way, inconsistent with the BID Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or</p> <p style="padding-left: 40px;">(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive BIDs.</p> <p>30.4. Provided that a Construction Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the BID.</p> <p>30.5. Provided that a BID is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the BID related to documentation requirements.</p>
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	<p>30.6. The Employer will also determine if the BIDs contain departures from the requirements of the BID Documents (e.g., documentary evidence, responsiveness of the technical BID, etc.) in such numbers or of such nature that the BID cannot reasonably be expected to become responsive within the framework of the single-stage process. In this case, the BID shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
31. Evaluation of Technical BIDs	<p>31.1. The Employer will examine the Engineering Part without reference to the Construction Part or Financial Part and score as specified in Section III, Evaluation and Qualification Criteria</p> <p>31.2. The Employer will carry out a detailed evaluation of each Engineering part in order to determine the quality and sufficiency of the Engineering aspects of the BID in response to the Employer requirements set forth in the BID Documents.</p> <p>31.3. Following the Determination of the Engineering Part and Technical responsiveness as stipulated in ITB 30, The Employer's evaluation of Construction Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> <p>31.4. The Employer will carry out a detailed evaluation of each Construction Part that was determined to be substantially responsive in accordance with ITB 30, in order to determine whether the technical aspects of the BID are responsive to the requirements set forth in the BID Documents.</p> <p>31.5. The Employer will also review alternative technical Bid, if any, offered by the Bidder, pursuant to ITB 14, and evaluate them to determine their acceptability.</p> <p>31.6. The scores to be given to technical factors and sub factors are specified in the BDS.</p>
32. Evaluation of Bidder's Qualification	<p>32.1. The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITB 12.2(e), and Section III- Evaluation and Qualification Criteria the Bidder continues to be qualified to satisfactorily perform the Contract.</p> <p>32.2. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified due to noncompliance with contractual and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the</p>

	<p>Employer will require the Bidder to propose a replacement subcontractor.</p> <p>32.3. Only BIDs that are both substantially responsive to the BID document and are qualified shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.</p>
33. Notification of evaluation of Technical Parts	<p>33.1. Following the completion of the evaluation of the Engineering Part of BIDs, the Employer shall notify in writing <u>ALL</u> Bidders who submitted BID, advising the date, time and location of the public opening of the envelopes marked ‘Technical Bid: Construction Part’</p> <p>33.2. The Construction Part shall be opened publicly in presence of bidder or their representative who choose to attended. The Construction Part shall be evaluated as specified in ITB 31 and Section III, Evaluation and Qualification Criteria</p> <p>33.3. Following the completion of the evaluation of the Technical Bid (Engineering and Construction Parts), the Employer shall make the following notifications:</p> <ul style="list-style-type: none"> (a) Notify in writing those Bidders whose bid were considered substantially non-responsive to the requirements in the bid, advising them of the following information: <ul style="list-style-type: none"> (i) the grounds on which their Technical Bid has been considered to be non-responsive; (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the BID evaluation process and the signing of the Contract; (b) Simultaneously, notify in writing those Bidders whose BIDs were considered substantially responsive to the requirements in the BID, advising them that their BID has been evaluated as substantially responsive to the BID; and (c) Notify all Bidders in accordance with the one of following two options: <ul style="list-style-type: none"> (i) <u>Option 1</u>: when Best and Final Offer (BAFO) or Negotiations is not to be applied, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or; (ii) <u>Option 2</u>: when BAFO or Negotiations apply as specified in the BDS ITB 44 and ITB 46

	<p>respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Bidders whose Financial Parts will be opened and the BID Price will be deferred to the time that the Notification of Intention to Award the contract is issued.</p>
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H. OPENING OF FINANCIAL PARTS

<p>34. Public Opening of Financial Parts when BAFO or negotiations do not apply</p>	<p>34.1. When BAFO or negotiations do not apply as specified in the BDS, the Financial Parts will be opened in public by the Employer in the presence of Bidders, or their designated representatives, and anyone else who chooses to attend. The opening date shall be no less than Seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITB 33.1. However, if the Employer receives a complaint on the results of the technical evaluation within the Seven (7) Business Days, the opening date shall be subject to ITB 55.1. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score, the BID Price, per lot (contract) if applicable, including any discounts, the presence or absence of a BID Security or BID-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of BID - Financial Part and the Schedule of Rates and Prices (if any) are to be initialled by representatives of the Employer attending the public opening in the manner specified in the BDS.</p> <p>34.2. The Employer shall prepare a record of the Financial Part of the BID opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidders whose Financial Part was opened; (b) the BID prices, per lot (contract) if applicable, including any discounts. <p>34.3. The Bidders whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
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<p>35. Opening of Financial Parts when BAFO or negotiations apply</p>	<p>35.1. When, as specified in the BDS, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.</p> <p>35.2. At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Bidder, and the BID Price and any other details as the Employer may consider appropriate. The Letter of BID - Financial Part and the Schedule of Rates and Prices (if any) are to be initialled by representatives of the Employer attending the public opening and by the Probity Assurance Provider.</p> <p>35.3. The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidders whose Financial Part was opened; (b) the BID prices including any discounts; and (c) the Probity Assurance Provider’s report of the opening of the Financial Part. <p>35.4. The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.</p>
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I. EVALUATION OF FINANCIAL PART

<p>36. Nonmaterial Nonconformities</p>	<p>36.1. Provided that a BID is substantially responsive, and BIDs have been invited on single responsibility basis in accordance with ITB 15, the Employer:</p> <ul style="list-style-type: none"> (a) may waive any nonconformities in the BID; or (b) may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the BID. <p>36.2. Provided that a BID is substantially responsive, and BIDs have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITB 15, the Employer shall rectify quantifiable nonmaterial nonconformities related to the BID Price. To this effect, the BID Price shall be</p>
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	adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.
37. Arithmetic Correction	<p>37.1. If BIDs have been invited on single responsibility basis in accordance with ITB 15, the Bidder is deemed to have included all prices in the (lump sum) Total BID Price. Arithmetical corrections shall therefore not be made, except that where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p> <p>37.2. If BIDs have been invited to include any part of the Works to be paid according to quantity supplied or work done in accordance with ITB 15, the Employer shall correct arithmetical errors only for the price for such part of the Works on the following basis:</p> <ul style="list-style-type: none"> (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the BID Price, the former shall prevail and the latter will be corrected accordingly; (b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above. <p>37.3. A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 37.1 and ITB 37.2 shall result in the rejection of the BID.</p>
38. Conversion to Single Currency	38.1. For evaluation and comparison purposes, the currency (ies) of the BID shall be converted into a single currency as specified in the BDS .
39. Margin of Preference	39.1. Unless otherwise specified in the BDS , a margin of preference for domestic Bidders ¹ shall not apply.
40. Evaluation Process Financial Parts	40.1. To evaluate each BID's Financial Part, the Employer shall consider the following:

¹ An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs between foreign and national firms will not be eligible for domestic preference.

	<p>(a) The BID price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Rates and Prices (if any), but including Daywork items, where priced competitively;</p> <p>(b) Price adjustment for correction of arithmetic errors in accordance with ITB 37;</p> <p>(c) Price adjustment due to discounts offered in accordance with ITB 15.7;</p> <p>(d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 36.2;</p> <p>(e) Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 38.1; and</p> <p>(f) Any additional evaluation factors indicated in the BDS and detailed in Section III, Evaluation and Qualification Criteria.</p> <p>40.2. If price adjustment is allowed in accordance with ITB 15.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in BID evaluation.</p> <p>40.3. If this BID allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the most advantageous BID using the methodology specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot, or slice shall not be considered for BID evaluation.</p>
41. Abnormally High and Low BIDs	<p>41.1. An Abnormally Low BID is one where the BID price, in combination with other elements of the BID, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered BID Price.</p> <p>41.2. In the event of identification of a potentially Abnormally Low BID, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its BID price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the BID Document.</p> <p>41.3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered BID Price, the Employer shall reject the BID.</p>

	<p>41.4. An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.</p> <p>41.5. In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:</p> <ul style="list-style-type: none"> i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity <u>may accept or not accept</u> the tender depending on the Procuring Entity's budget considerations. ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be. <p>41.6. If the Procuring Entity determines that the Tender Price is abnormally too high because <u>genuine competition between tenderers is compromised</u> (<i>often due to collusion, corruption or other manipulations</i>), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.</p>
<p>42. Unbalanced or Front-Loaded BIDs</p>	<p>42.1. If the BID that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include price analyses to demonstrate the consistency of the BID prices with the scope of the Works, proposed methodology, schedule and any other requirements of the BID Document.</p> <p>42.2. After the evaluation of the information and price analyses presented by the Bidder, the Employer may:</p>

	<p>(a) accept the BID, or</p> <p>(b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or reject the BID.</p>
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J. EVALUATION OF COMBINED ENGINEERING, CONSTRUCTION AND FINANCIAL PARTS

43. Evaluation of Combined Technical and Financial BIDs	43.1. The Employer's evaluation of responsive BIDs will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the technical factors and cost is specified in the BDS . The Employer will rank the BIDs based on the evaluated BID score (B).
44. Best and Final Offer (BAFO)	<p>44.1. After completion of the combined technical and financial evaluation of BIDs, if specified in the BDS, the Employer may invite those Bidders to submit their BAFOs. The procedure for submitting BAFOs will be specified in the BDS. BAFO is a final opportunity for Bidders to improve their BIDs without changing the specified business function and performance requirements in accordance with the BID Document. Bidders are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.</p> <p>44.2. BAFO will apply a Three-envelope procurement process. The submission of BAFOs, opening of the Engineering, Construction Technical and Financial Parts and the evaluation of BIDs will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.</p>
45. Most Advantageous BID (MAP)	<p>45.1. The Most Advantageous BID is the BID of the Bidder that meets the Qualification Criteria, and whose BID has been determined to be:</p> <p>(a) substantially responsive to the BID; and</p> <p>(b) the best evaluated BID i.e. the highest scoring BID, in the combined technical and financial evaluation.</p>
46. Negotiations	46.1. If specified in the BDS , the Employer may conduct negotiations following the evaluation of BIDs and before the final contract award. The procedure of the negotiations will be specified in the BDS .

	<p>46.2. Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.</p> <p>46.3. Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.</p> <p>46.4. The Employer may negotiate first with the Bidder that has the Most Advantageous BID. If the negotiations are unsuccessful the Employer may negotiate with the Bidder that has the next best Most Advantageous BID, and so on down the list until a successful negotiated outcome is achieved.</p>
47. Employer's Right to Accept Any BID, and to Reject Any or All BIDs	<p>47.1. The Employer reserves the right to accept or reject any BID, and to annul the BID process and reject all BIDs at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all BIDs submitted and specifically, BID securities shall be promptly returned to the Bidders.</p>
48. Standstill Period	<p>48.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be fourteen (14) Calendar Days unless extended in accordance with ITB 52. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one BID is submitted, or if this contract is in response to an emergency situation recognized by the Employer, the Standstill Period shall not apply.</p>
49. Notification of Intention to Award	<p>49.1. The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) The name and address of the Bidder submitting the successful BID; (b) The Contract price of the successful BID; (c) The total combined score of the successful BID; (d) The names of all Bidders who submitted BIDs, and their BID prices as readout and as evaluated prices and technical score; (e) A statement of the reason(s) the BID (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful; (f) The expiry date of the Standstill Period; and

	(g) Instructions on how to request a debriefing or submit a complaint during the standstill period.
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K. AWARD OF CONTRACT

50. Award Criteria	50.1. Subject to ITB 47.1 , the Employer shall award the Contract to the Bidder with the Most Advantageous BID, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
51. Notification of Award	<p>51.1. Prior to the date of expiry of the BID validity and upon expiry of the Standstill Period, specified in ITB 48.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its BID has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Bidder in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>51.2. Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the PPRA. At the minimum, the notice shall contain the following information:</p> <ul style="list-style-type: none"> a) Name and address of the Procuring Entity; b) name and reference number of the contract being awarded, a summary of its scope and the selection method used; c) the name of the successful Tenderer, the final total contract price, the contract duration. d) Dates of signature, commencement and completion of contract; e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening. <p>51.3. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
52. Debriefing by the Employer	52.1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 49 , an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing.

	<p>The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>52.2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>52.3. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>52.4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.</p>
53. Signing of Contract	<p>53.1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.</p> <p>53.2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.</p>
54. Performance Security	<p>54.1. Within Twenty-One (21) days of the receipt of the Letter of Award from the Employer, the successful bidder shall furnish the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to ITB 42.2 (b), using the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial</p>

	<p>institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.</p> <p>54.2. Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the BID security. In that event the Employer may award the Contract to the Bidder with the next Most Advantageous BID.</p>
55. Procurement Related Complaint	<p>55.1. The procedures for making a Procurement-related Complaint are as specified in the BDS.</p>

SECTION II - BID DATA SHEET (BDS)

The following specific data for the proposed Works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for BIDs is: NIA/T/186/2024-2025 The Employer is: National Irrigation Authority The number and identification of lots (contracts) comprising this BID is: ONE
ITB 4.1	Maximum number of members in the JV shall be: Three (3)
ITB 4.5	A list of debarred firms and individuals is available on the PPRA external website: https://ppra.go.ke/debarred-firms/
	B. BID Document
ITB 7.1	For <u>Clarification of BID purposes</u> only, the Employer's address is: <i>Chief Executive Officer</i> <i>National Irrigation Authority, Lenana Road, Hurlingham</i> <i>P.O Box 30372-00100, Nairobi, Kenya</i> <i>Lenana Road, Hurlingham</i> <i>Tel: 254-71106100</i> <i>Email: purchasing@irrigationauthority.go.ke, ceo@irrigationauthority.go.ke</i> Requests for clarification should be received by the Employer no later than: Seven (7) days .
ITB 7.4	A <u>Mandatory</u> PRE-BID Site Visit conducted by the Employer shall be take place at the following date, time and place: Place: National Irrigation Authority, Coast Regional Office, Located within the National Cereals and Produce Board, VOI Date: 16th June 2025 Time: 09:00 Hours

ender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

	<p>Contact Persons: Eng. Henry Ochiere, +254 721 315 421 (for direction ONLY)</p> <p>The costs of visiting the Site shall be at the Bidder's own expense.</p>
ITB 11.1	<p>The language of the BID is: English</p> <p>Language of All correspondence exchange shall: English</p> <p>Language for translation of supporting documents and printed literature is: English</p>
	C. Preparation of BIDs
ITB 12.2(k)	<p>The Bidder shall submit as part of its Construction Part the following additional documents:</p> <p>Code of Conduct for Bidder's Personnel (ES) envio</p> <p>The Bidder shall submit its Code of Conduct that will apply to Bidder's Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Bidder's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
ITB 12.3 (e)	<p>The Bidder shall submit with its BID the following additional documents: TERM SHEET including disbursement schedule for part financing by the Bidder. At the minimum, the Term Sheet will include the size, cost, disbursement and repayment schedule of the finance; and contact information to assist the Employer to conduct due diligence on the offer.</p>
ITB 12.5	Not Required, to be submitted at negotiation stage
ITB 14.1	Alternative BIDs <u>shall be</u> considered for the Engineering Part ONLY .
ITB 15.1	Bidders shall propose component of the Works on a single responsibility basis YES
ITB 15.3	The prices quoted by the Bidder <i>shall NOT</i> be subject to adjustment during the performance of the Contract.
ITB 15.4	Contract Variation of Price is not allowed

ITB 16.1	<p>The currency(ies) of the BID and the payment currency(ies) shall be in accordance with Alternative (A) as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The prices shall be quoted by the Bidder entirely in <i>Kenya Shilling</i> and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to BID - Table C, the percentage(s) of the BID Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to BID - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>(a) The prices shall be quoted by the Bidder in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in <i>Kenya Shilling</i> and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in up to any <u>TWO</u> foreign currencies.</p>
ITB 17.1	Eligibility and mandatory criteria as listed in Section III: Qualification Evaluation Criteria
ITB 19	<p>The BID must be accompanied by a BID Security of an amount of KES 180 million in the form of unconditional bank guarantee issued by a local reputable bank incorporated and operated in Kenya and addressed to the Chief Executive Officer, National Irrigation Authority. The attached tender security must be used without any modification at all. Tenders with tender securities of lower amounts and in other modified forms or sources (such as guarantees from insurance companies) shall be rejected. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable</p>
ITB 19.3 (d)	Other types of acceptable securities: NONE

ITB 20.1	The BID shall be valid until 175 Days after the submission deadline.
ITB 20.3	The BID price shall be adjusted by the following factor(s): N/A
ITB 21.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: power of attorney (signed before and certified by a commissioner of oaths or Public Notary) to demonstrate that the BID has been duly signed by the person lawfully authorized to do so on behalf of the bidder pursuant to Sec 74 (1) (d) of PPADR, 2020 and in accordance with ITB 21.1
	D. Submission of BIDs
ITB 22.1(b)	In addition to the original of the BID, the number of copies is: THREE
ITB 23.1	For <u>BID submission purposes</u> only, the Employer's address is: Chief Executive Officer National Irrigation Authority, Lenana Road, Hurlingham Unyonyuzi Complex Nairobi, Kenya The deadline for BID submission is: Date: 24th June 2025 Time: 1200 Hours EAT
ITB 23.1	Electronic submission of the tenders is not applicable.
	E. Opening of Engineering Parts of BIDs
ITB 26.1	The BID opening shall take place at: Street Address: Lenana Road, Hurlingham Floor/Room number: Nile Basin Board Room City: Nairobi Country: Kenya Date: 24th June 2025 Time: 1200 Hours EAT
ITB 26.1	Electronic submission of the BIDS is not applicable.
	G. Evaluation of Technical BIDs
ITB 31.4	The technical factors (sub-factors) and the corresponding weight in % are:

	Technical Factor	Maximum scores (out of 100)	Scores (to be allocated by the Employer
	1 ENGINEERING PART	100	
	<i>1.1 Quality and completeness of Design BID</i>	60	
	<i>1.2 Quality of Sustainable Procurement BID</i>	20	
	<i>1.3 Operation and Maintenance Plan</i>	20	
	Total	100	
	Weighted to	30%	
	2 TECHNICAL PART	100	
	<i>2.1 Construction Strategy and Method Statement for key construction activities</i>	10	
	<i>2.2 Resourced EPC Work Program</i>	10	
	<i>2.3 Quality of Social and Environmental Assessment and Management Plan</i>	5	
	<i>2.4 Relevant project and country experience</i>	30	
	<i>2.5 Team composition, qualifications and experience of Bidder's Personnel</i>	15	
	<i>2.6 Key equipment strategy</i>	10	
	<i>2.7 Participation by Kenya citizens among proposed Key Experts</i>	6	
	<i>2.8 Cash flow projections</i>	4	
	<i>2.9 Financing part</i>	10	
	Total	100	
	Weighted to	70%	
ITB 32.3	Minimum Technical Score is 80%		
	H. Opening of Financial Parts		
ITB 34.1	The Letter of BID and Schedule of Rates and Prices (if any) shall be initialled by at least three (3) representatives of the Employer conducting BID opening.		

	<i>Each BID shall be numbered and any modification to the unit or total price shall be initialled by the Representatives of the Employer</i>
	I. Evaluation of Financial Part of BIDs
ITB 38.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all BID prices expressed in various currencies into a single currency is: Kenya Shilling</p> <p>The source of exchange rate shall be: Central Bank of Kenya</p> <p>The date for the exchange rate shall be 7 days before the deadline for submission of Bids as specified in ITB 23, unless otherwise specified by the Employer.</p> <p>The Employer will convert the amounts in various currencies in which the BID Price, corrected pursuant to ITB 37.1, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</p>
ITB 39.1	A margin of domestic preference <i>Shall NOT</i> apply.
ITB 40.1(f)	<p>The adjustments shall be determined using the following criteria as detailed in Section III:</p> <ul style="list-style-type: none"> (a) Deviation in Time for EPC Schedule over 48 months (b) Funding Proposal (c) Value Engineering
	J. Evaluation of Combined Engineering, Technical and Financial Bids
ITB 43.1	The weight to be given for cost is: 0.4
ITB 44	The employer at his discretion may allow BAFO which shall be conducted in accordance with ITB 44 and Sec 133 of PPADA,2015(Rev 2022).if allowed the offer would be final and negotiations will not be allowed
ITB 46.3	Negotiation will be conducted in accordance with ITB 46 and sec 132 of PPADA,2015 and regulations 100 of PPADR,2020
	K. Award of Contract
ITB 54	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security in the form of Bank Guarantee equivalent to 2% of the Contract Sum. If an unconditional bank guarantee is issued by a bank located

	outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable in Kenya
ITB 55.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Eng. Charles M. Muasya, MBS , Title/position: Chief Executive Officer Employer: National Irrigation Authority, Lenana Road, Hurlingham Email address: purchasing@irrigationauthority.go.ke / ceo@irrigationauthority.go.ke</p> <p>Tel: Tel: 254-71106100</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none">i. the terms of this BID document;ii. the Employer's decision to award the contract.

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

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1. General Provisions

- 1.1 This section contains the criteria that the Employer shall use to evaluate the Most Advantageous BID. No other factors, methods or criteria shall be used other than specified in this BID document. The Bidder shall provide all the information requested in the forms included in Section IV, BID Forms.
- 1.2 The Technical BID shall constitute **TWO** parts in two Separate Envelope
 - 1.2.1 Engineering Part,
 - 1.2.2 Construction Part

2. Evaluation of the Engineering Part

- 2.1 Technical BID shall be comprised of the Design BIDs for the Works in forms as called for in Section IV, BID Forms. The Employer will start by examining the Engineering Part without reference to the technical and financial capacity or the pricing information contained in the Construction Part.

3. Evaluation of the Construction Part

- 3.1 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all BIDs to ensure they meet in all respects the eligibility criteria and mandatory requirements set forth in this and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”. Tenders that do not submit a financial offer including part financing will also be rejected at this stage.

The Standard Tender Evaluation procedure clearly guides how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered unresponsive and will not be considered further.

- 3.2 The Employer shall then consider the Construction part of the bid who have been found responsive. The Employer shall allocate scores for each criterion on the Table of Scores provided in ITB 31.4. The Employer will evaluate the Technical Bids of all tenders that pass Preliminary examination for Determination of Responsiveness using the following criteria and scoring system as indicated below. This is to ensure that the Employer opens and considers and opens Financial Bids that meet the threshold score of the Technical Bid.

A. Engineering Part

Evaluation Criteria for the Engineering Part

ITEM	REQUIREMENTS	Max Score out of 100%	Score allocated by the Employer
2.1	Engineering Part	100	
2.1.1	Quality and Completeness of Design BID	60	
2.1.2	Operation and Maintenance	20	
2.1.3	Sustainable Procurement BID	20	
	Total (out of 100)	100	
	Weighted to 30%	30	

B. Construction Part

1. Qualification

1.1. Update of Information

The Bidder and any subcontractors shall meet or continue to meet the qualification criteria used at the time of initial selection.

1.2. Registration of foreign Bidders at the NCA

Foreign Bidders will be advised to register with the National Construction Authority after issuance of an award letter and before signing the contract. The National Construction Authority (NCA) is empowered by law to register all foreign Bidders seeking to undertake construction works in Kenya. Some of the foreign Bidders' registration requirements are:

- A valid KRA tax compliance certificate.
- A certified copy of current business license.
- If applying for electrical engineering works, attach a license from the Energy and Petroleum Regulatory Authority (EPRA).
- If work entails communications engineering works, attach a license from Communications Authority of Kenya (CAK). **This requirement might relevant with regards to permanent site security.**

Registration procedures for foreign Bidders can be found at the following link:
<https://nca.go.ke/foreign-Bidders>

1.3. Work Permits

Foreign Bidders are advised to note the requirement for Work Permits as per Kenya Citizenship and Immigration Act 2011 and the attendant Regulations. Applications for Permits and Passes accompanied by the necessary requirements can be made and submitted online on the eFNS Portal <https://fns.immigration.go.ke>

1.4. Registration of foreign Professional Engineers

Foreign Bidders will be advised to registrar professional engineers with the Engineers Registration Board after issuance of an award letter and before signing the contract. The Engineers Registration Board is mandated by law to regulate and registers all engineers undertaking work in Kenya. Policy on registration of foreign professional Engineers can be found on web link <https://ebk.go.ke/assets/file/5c7a30e8-policy-for-registration-foreign-regi.pdf>

1.5. Contract Non-Performance`

- i. No consistent history of court/arbitral award decisions against the Applicant since 1st January 2020
 - ii. All pending litigation shall in total do not represent more than hundred percent (100%) of the Applicant's net worth and shall be treated as resolved against the Applicant.
-

1.6. Financial Resources

Using the relevant Form No FIN 3.3 in Section IV, BID Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- i. The Applicant shall demonstrate that it has access to or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated **Kenya Shilling 15 Billion**
- ii. the overall cash flow requirements for this contract and its current works commitment. (Form CCC in section IV)
- iii. cumulative annual construction turnover of minimum **Kenya Shilling 300 Billion** for a single Bidder or joint venture in the last 5 years.

1.7. Bidder's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Bidder's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

The Bidder shall provide details of the Bidder's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the Forms PER-1 and PER-2 in Section IV, BID Forms.

1.8. Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. The Bidder shall provide details in the Form EQU in Section IV.

sn	Plant/Equipment	Quantity required	Ownership/ Leased / rent	Max score
1.	Excavator 180hp	10		1
2.	14-ton tipper	25		1
3.	Tower Crane maximum lift 100-250m.t	2		1
4.	Concrete mixer Capacity 90 m ³ / day	2		1
5.	Sheep foot roller	4		1
6.	Dewatering pumps at least 10 kW	4		1
7.	Concrete Mixer Truck capacity 6-14m ³	5		1
8.	Industrial air Compressor 100-450kw	2		1
9.	Bulldozer 80-750HP	4		1
10.	Grouting machine including pump and hopper 50 -450 litres /sec	2		1
	Total			10

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

Owned equipment, indicated by ownership documents, will receive a score of 100%. Conversely, leased and rented equipment will only score 50% of the maximum possible score for the equipment.

1.9. Subcontractors

Any Specialized Subcontractor identified at the time of Initial Selection shall continue to meet the applicable requirements. The Bidder has not proposed subcontracting for any parts of the Works for which subcontracting is not permitted, as identified at the time of Initial Selection and specified in the Particular Conditions Part A-Contract Data Sub-clause 4.4(b). Any other additional subcontractors for the following activities/ sub-activities must meet the following minimum criteria:

1.10. Qualification and Mandatory Evaluation Criteria

Item No.	Qualification Requirement	Single Entity	Joint Venture			Document Completed by Tenderer	To be by For Procuring Entity's Use Y/N
			All Members	Lead/ One Member	Each Member		
a) Please note that all the documents in this section are mandatory. Bidders who do not provide these documents will not be assessed for technical and financial capability.							
b) Where require, document should be certified by an Advocate of High Court of Kenya							
c) Foreign entities should submit copies signed by a person with notarized Power of Attorney							
1.	Nationality in accordance with ITB 3.6	Must Met Requirement	Must Met Requirement	Must Met Requirement	N/A		
2.	No conflicts of interest	Must Met Requirement	Must Met Requirement	Must Met Requirement	Must Met Requirement		
3.	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2020	Must Met Requirement	Must Met Requirement	Must Met Requirement	N/A		
4.	Not debarred based on-execution of a Tender/Proposal Securing Declaration pursuant to ITB 19.9	Must Met Requirement	Must Met Requirement	Must Met Requirement	N/A		
5.	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Must Met Requirement	Must Met Requirement	N/A	N/A		
6.	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2020	Must Met Requirement	Must Met Requirement	Must Met Requirement	N/A		
7.	The BID is serialised and signed by representative authorised by Power of Attorney	Must Met Requirement	Must Met Requirement	N/A	N/A		
8.	Notarized or Certified Power of Attorney and Board Resolution/s allowing the signatory to submit the bid, negotiate, and possibly execute	Must Met Requirement	N/A	N/A	Must Met Requirement		

Item No.	Qualification Requirement	Single Entity	Joint Venture			Document Completed by Tenderer	For Procuring Entity's Use Y/N
			All Members	Lead/ One Member	Each Member		
	the Project Agreement on behalf of the Bidder's Company.						
9.	Bid Security of One Hundred and Eighty million (KES 180 million) in the form of unconditional Bank Guarantee valid for 30 Days beyond the date of BID validity. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable	Must Met Requirement	Must Met Requirement	N/A	N/A	Form of Tender Security	
10.	<i>Certified</i> copies of the Certificate of incorporation or equivalent for the Bidder's company	Must Met Requirement	N/A	N/A	Must Met Requirement		
11.	Certified copies of CR12 or equivalent for the Bidder's company and English transaction	Must Met Requirement	N/A	N/A	Must Met Requirement	CR12 or equivalent	
12.	<i>Notarized copies</i> Tax Compliance Certificate or equivalent issued by competent authority and that is valid at the time of submitting the BID	Must Met Requirement	N/A	N/A	Must Met Requirement	Tax Compliance Certificate or equivalent	
13.	Notorised and Duly signed Joint Venture Agreement, (<i>where it applies</i>)	Must Met Requirement	N/A	N/A	Must Met Requirement	JV Agreement	
14.	A signed disclosure of the Bidder's on-going Commercial Contract Commitment for maximum of 15 projects	Must Met Requirement	N/A	N/A	Must Met Requirement	Form CCC	
15.	A signed declaration from the Bidder that they have not, and will not, be involved in corrupt or fraudulent practices pursuant to Sec 62 of PPADA, 2015.	Must Met Requirement	N/A	N/A	Must Met Requirement	Form SD2	

Item No.	Qualification Requirement	Single Entity	Joint Venture			Document Completed by Tenderer	To be by For Procuring Entity's Use Y/N
			All Members	Lead/ One Member	Each Member		
16.	A signed declaration form from the Bidder that they will not utilize funds from proceeds of crime, terrorism, and/or money laundering for the project(s).	Must Met Requirement	N/A	N/A	Must Met Requirement		
17.	Local Content compliance pursuant to PPADA 2015 2022 and Regulation 2020	Must Met Requirement	N/A	N/A	Must Met Requirement	Local Content Plan Form with attachment	
18.	A signed declaration that neither the Bidder nor its affiliates are listed on Public Procurement Regulatory Authority (PPRA) or equivalent authority in their home country list of ineligible firms and individuals.	Must Met Requirement	N/A	N/A	Must Met Requirement	Form SD1	
19.	Signed declaration Code of Conduct for Bidder Personnel	Must Met Requirement	N/A	N/A	Must Met Requirement	Code of Conduct	
20.	Certificate of Mandatory PRE-BID Site Visit	Must Met Requirement	N/A	Must Met Requirement	N/A	Certificate of Attendance	
21.	<i>Confidential Business Questionnaire</i>	Must Met Requirement	N/A	N/A	N/A		
22.	Submitted 3-year audited accounts and evidence of access to financial capabilities.	Must Met Requirement	Must Met Requirement	N/A	N/A	Form FIN – 3.1, with attachments	
23.	Submitted cumulative Annual Construction Turnover	Must Met Requirement	Must Met Requirement	N/A	N/A	Form FIN – 3.2	
24.	Minimum 20% financing by the Bidder is clear with specific reference provided for sourcing funds, equity contributions, disbursement and repayment schedule	Must Met Requirement	Must Met Requirement	N/A	N/A	Term Sheet or Verifiable means of financing	
25.	Statement that the bid is submitted on a single responsibility basis without any adjustable price quotations, including all applicable levies and taxes	Must Met Requirement	Must Met Requirement	N/A	N/A	Letter of Technical bid	

2. Evaluation of Construction Bid (ITB 31)

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified in the **ITB 31.4**.

ITEM	REQUIREMENTS	MAX POINTS out of 100	Score allocated by Employer
2.1	Construction Strategy and Methodology, scored as following;	25	
2.1.1	EPC Workplan	10	
2.1.2	Method statement for key Construction Activities	10	
2.1.3	Environmental and Social Risk Management	5	
2.3.	Capacity and Experience of the Bidder	40	
2.3.1	At least Two (2) Design, Build, Finance, and Transfer of large-scale public infrastructure projects with equivalent construction greater than KES 32B within the within the last Ten (10) years as evidenced signed an executed financing agreement one of which is in Kenya, Maximum 10 points scored as below;	Max 10	
	One Project in Kenya	5	
	At least Two (2) practically completed projects	5	
2.3.2	At least Two (2) dam or irrigation project undertaken in the last Ten (10) years at least 10B	Max 5	
	At least Two (2) completed water or irrigation project	5	
	At least One (1) completed water or irrigation project	2.5	
	No water or irrigation project	0	
2.3.3	At least Two (2) Operation and Maintenance of large-scale public infrastructure project value greater than KES 32B, one of which in Kenya	Max 10	
	One project in Kenya	4	
	O & M experience in at least Two (2) projects	6	
	At least two (2) projects in Environmental Management related to large scale construction with value of at least KES 20B in whole/part of a conservation area or protected wildlife area in the last 10 years. Kenyan experience is an added advantage, Maximum 5 points scored as below;	Max 5	

	At least one project in Kenya	2	
	Two (2) project experiences	3	
	One (1) project experience	2	
	None	0	
2.3.4	Equipment (<i>see schedule Section IV – 1.8</i>)	10	
2.4	Site organisation, Qualification, Experience of Proposed Key Personnel	15	
2.4.1	Proposed Key Project Personnel <i>The Bidder will include project organogram identifying deployed personnel by name, and covering all-project execution responsibilities</i>	Max 15	
2.4.1.1	Project Manager with Professional Specialization and Qualifications of the Site Agent		
	Will have minimum bachelor's degree in civil, water, dam, geotechnical engineering, project or construction management or equivalent from a university recognised in Kenya, minimum Fifteen (15) years' experience in construction of large dams, canal or irrigation projects. (University degree 0.5, 15 years' experience 1,5)		2
2.4.1.2	Design Managers with Professional Specialization and Qualifications in Dam, Geotechnical and Hydraulic Engineering		
	At least Two (2) team members have minimum master's degree in civil, water, dam, geotechnical engineering or equivalent from a university recognised in Kenya, professional certification, and one MUST be registered in Kenya by the Engineers Registration Board, minimum Twelve (12) years' experience in design and construction of large dams, canal or irrigation projects (1 marks each: Master's degree 0.25, Registered Engineer 0.25, 15 years' experience .5)		2
2.4.1.3	Professional Specialization and Qualifications in Irrigation		
	At least One (1) team member have minimum master's degree in civil, water, or irrigation Engineering or equivalent from a university recognised in Kenya, professional registration, registration in Kenya by the Engineers		1

	Registration Board will be an added advantage, minimum Twelve (12) years' experience in design and construction of irrigation projects. <i>(Masters degree 0.25, Registered Engineer 0.25, in Kenya 0.25, 15 years' experience 0.25)</i>		
2.4.1.4	Construction Managers/ Site Agents with Professional Specialization and Qualifications in Project and Construction Management		
	At least Two (2) team member have minimum bachelor's degree in civil engineering, construction or Project management or equivalent from a university recognised in Kenya minimum Fifteen (15) years' experience in construction site and Project Management, site measurement. <i>(Bachelor's degree 0.25; professional registration 0.25; 20 years' experience 0.5)</i>		2
2.4.1.5	Professional Specialization and Qualifications in Hydrology		
	Team members have at least master's degree in water or hydrology from a university recognised in Kenya, professional certification, minimum Twelve (12) years' experience in hydrology and catchment studies <i>(master's degree 0.25; professional registration 0.25; 15 years' experience 0.5)</i>		1
2.4.1.6	Professional Specialization and Qualifications in Land or Geospatial Survey		
	At least bachelor's degree in land survey or geospatial engineering or equivalent from a university recognised in Kenya, certified by relevant professional body in Kenya or their home country, minimum Twelve (12) years' experience in land and geospatial survey. <i>(Bachelor's degree 0.25; professional registration 0.25; 15 years' experience 0.5)</i>		1
2.4.1.7	Professional Specialization and Qualifications in Social and Environmental safeguards		
	At least Master's degree environmental sciences engineering or equivalent from a university recognised in Kenya, MUST be registered as Lead Environmental Expert in Kenya, minimum Twelve (12) years' relevant experience <i>(master's degree 0.25; Lead ESIA Expert 0.25; 15 years' experience 0.5)</i>		1

2.4.1.8	Professional Specialization and Qualifications in Structural Engineering		
	At least Master's degree structural engineering or equivalent from a university recognised in Kenya, relevant professional certification, minimum Twelve (12) years' relevant experience <i>(master's degree 0.25; professional certification; 0.25; 15 years' experience 0.5)</i>		1
2.4.1.9	Professional Specialization and Qualifications Mechanical and Dam Instrumentation Engineering		
	At least Master's degree mechanical and Control system engineering or equivalent from a university recognised in Kenya, relevant professional certification, minimum Fifteen (15) years' relevant experience <i>(master's degree 0.25; professional certification; 0.25; 20 years' experience 0.5)</i>		1
2.4.1.10	Site Superintendent		
	At least Six (6) site superintendent, will have minimum diploma in civil engineering, construction, project management or land survey or equivalent, minimum Ten (10) years' relevant experience. Three (3) MUST Kenyan citizens <i>(0.5 score for each)</i>		3
2.5	<i>Knowledge and Technology Transfer and participation of Kenyan citizens among the key Professionals, maximum 6 points, scored as follows;</i>	6	
2.5.1	Training, Mentoring and Knowledge Transfer Plan	4	
2.5.2	Bidders project personnel include more than 25% Kenyan citizens at Management	2	
2.6	Cashflow Projection	4	
2.5.1	Financial Capabilities sufficient to meet the construction requirement of KES 15 billion	2	
2.5.2	Average turnover more than Kshs 300 B annually	2	
2.7	Funding BID	10	
2.7.1	Project Financing on Deferred payment Basis, Max 4 points, scored as following;		
	Repayment spread upto end of Defect liability period	1	

	Repayment upon completion on commissioning	2	
	Repayment after commissioning	4	
2.7.2	Cost of Project Financing by the Bidder, Max 2		
	Interest rate and other annual costs of financing is less than 5%	2	
	Interest rate and other annual cost of capital the cost of financing is less than 7.5%	1.0	
	Interest rate and other annual cost of capital the cost of financing is less than 10%	1.5	
	Interest rate and other annual cost of capital the cost of financing is more than 10%	2	
2.7.3	Disbursement of Project Financing by the Bidder, Max 4		
	Funding by Bidder is available during the First Quarter of the project Implementation	4	
	Funding by Bidder is spread through First and second Quarter of the project Implementation	2	
	Funding by Bidder is spread through First, Second and Third Quarters of the project Implementation	1	
	Funding by Bidder is spread throughout the project Implementation	0	
	TOTAL	100	

C. Financial Part

ITEM REQUIREMENTS		MAX POINTS	POINTS SCORED
Mandatory Responsiveness to Financial BID			
3	FINANCIAL SUBMISSION		
3.1	Financial Quotation		
3.1.1	Quoted converted to single currency and evaluated according to evaluation criteria for the Financial Part	100	

Evaluation of Financial Part (ITB 40.1(f))

The following factors and methods will apply

(a) Time Schedule

The preferred time to complete the Construction Works from the Commencement Date shall be **48 months**. The adjustment rate in the event of completion beyond the minimum period shall be Zero (**0.2%**) for each week of delay beyond 48 months. No credit will be given for completion earlier than the minimum designated period.

(b) Sustainable Procurement

Quality of sustainable procurement BID submitted by the bidder

Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

- i. Terms and Conditions of deferred project financing by the Bidder
- ii. Abnormally Low, Unbalanced or Front-Loaded BIDs (ITB 41 and 42)

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated BID Cost (C).”

(c) Combined Evaluation

The Employer will evaluate and compare the BIDs that have been determined to be substantially responsive. An Evaluated BID Score (B) will be calculated for each responsive BID using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each BID:

$$B = \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

C = Evaluated BID Cost

C_{low} = the lowest of all Evaluated BID Cost among responsive BIDs

T = the total Technical Score awarded to the BID

T_{high} = the Technical Score achieved by the BID that was scored best among all responsive BIDs

X = weight for Cost as specified in the BDS

The BID with the best evaluated BID Score (B) among responsive BIDs shall be the Most Advantageous BID provided the Bidder is qualified to perform the Contract.

(d) Multiple Contracts (ITB 40.3)

N/A

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<i>Specified Requirements and Provisional Sums</i>	Error! Bookmark not defined.
<i>Specified Requirements</i>	Error! Bookmark not defined.
<i>Equipment for use by the Employer Representative</i>	Error! Bookmark not defined.
<i>Attendance Upon the Employer Representative</i>	Error! Bookmark not defined.

FINANCIAL BID FORM

Letter of Financial BID

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO BIDDERS

- i) *All italicized text is to help the Bidder in preparing this form.*
- ii) *The Bidder must prepare this Form of Tender on stationery with its letterhead clearly showing the Bidder's complete name and business address. Bidders are reminded that this is a mandatory requirement.*
- iii) *Bidder must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE BIDDER as listed under (xxii) below.*

Date of this Tender submission:*[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:*[insert identification]*

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

To: *[Insert complete name and address of the Procuring Entity]*

Dear Sirs or Madam

1. We, the undersigned Bidder, hereby submit the second part of our BID, the Financial Part.

Having examined the BID Documents, the Addenda issued in accordance with **ITB 8**, we, the undersigned, offer to execute the Works on EPC in full conformity with the said BID Documents, and any Addenda for the BID Price, excluding any discounts.

BID Price: *[insert the BID price of in words and figures, indicating the various amounts and the respective currencies].*

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]*____*[words]*. The percentage or amount includes foreign currency amount (s) of *[state figures or a percentage and currency]* *[figures]* _____
*[words]*_____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.
3. We agree to adhere by this tender until _____*[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your

written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:

- i. No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITB 8;
- ii. Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3 and 4;
- iii. Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or BID-Securing Declaration in the Procuring Entity's Country in accordance with ITB 19;
- iv. Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v. Tender Validity Period: Our Tender shall be valid for the period specified in BDS 20.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in BDS 28 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- vi. Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- vii. One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4, other than alternative Tenders submitted in accordance with ITB 14;
- viii. Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- ix. State-owned enterprise or institution: *[select the appropriate option and delete the other]*
[We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
- x. Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender 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.”)

- xi. **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- xii. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other. Tender that you may receive;
- xiii. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xiv. **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xv. We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from____(*specify website*) during the procurement process and the execution of any resulting contract.
- xvi. **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful Bidder in this subject procurement proceeding.
- xvii. We, the Bidder, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Bidder's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other Bidders.
 - c) Self-Declaration of the Bidder– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Bidder: *[insert complete name of person signing the Tender]

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

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

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]*

Date signed _____ day of _____, _____

Notes

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

*** Person signing the Tender shall have the power of attorney given by the Bidder to be attached with the Tender,*

FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]**Beneficiary:** _____**Request for Tenders No:** _____**Date:** _____**Tender Guarantee No.:** _____**Guarantor:** _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of _____ under _____ Request _____ for _____ Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. 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 _____ 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 either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. 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, 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 Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

*[signature(s)]***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the Bidder*] (hereinafter called “the Bidder”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of ___ under Request for Tenders No. _____ (“the ITB”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of reputable bank in Kenya**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Procuring Entity’s Tendering document.

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

4. 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, 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 Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

Date: [Insert date (as day, month and year) of Tender Submission]

Tender No.: [Insert number of tendering process]

To: [Insert complete name of

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser 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 tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Bidder(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Bidder; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:.....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on..... day of..... [Insert date of signing]

Seal or stamp

FORM FIN –3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

3.1.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD 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					

**Refer to ITB 15 for the exchange rate*

FORM FIN – 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

	Annual turnover data (construction only)		
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

Form FIN 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (KShs equivalent)
1.	
2.	
3.	
4.	

Financial documents

The Bidder and its parties shall provide copies of financial statements for **Three (3)** years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. 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, provided bidders may use the financial capacity of subsidiary entity(ies).
- 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 statements for the _____ years required above; and complying with the requirements.

FORM FIN–3.4: Current Contract Commitments / Works in Progress

Bidders and each member 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.

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

APPENDIX TO BID

Schedule of Cost Indexation

The finalized Schedule of Cost Indexation will be attached as an appendix to the Contract Agreement. The formulae for price adjustment shall be of the following general type.

If in accordance with ITB 15.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Bidder, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

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

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 Contract Data;

“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 (*particular care should be taken in the calculation of the weightings/ coefficients ("a", "b", "c",...,) the total of which must not exceed unity*);

“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 Employer’s Representative. 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.

Appendix to BID

Table 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 index*	of	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
	Nonadjustable	—		—	—	a: _____* b: _____* c: _____* d: _____* e: _____*
				Total		1.00

[To be entered by the Employer. 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 FC1	Bidder's proposed weighting
	Nonadjustable	—	—	—		a: _____ * b: _____ * c: _____ * d: _____ * e: _____ *
				Total		1.00

[* To be entered by the Employer. 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 C. Summary of Payment Currencies

Table: Alternative A

For *[insert name of Section of the Works]*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of BID Price (PP) $\frac{100 \times C}{PP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
BID Price (excluding provisional sums)				100.00

BID Prices and Payments

[See ITB 15.1 of the BID Data Sheet if any adaptation is needed to the text below]

Subject to any adjustments, in accordance with the Contract, the total lump sum BID Price covers the entire Bidder's obligations under the Contract. The cost of any items that the Bidder may have omitted is deemed to be included in the total (lump sum) BID price and will not be paid for separately by the Employer.

GRAND SUMMARY

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
<i>Lumpsum price excluding provisional sums offered by the Bidder</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	
<i>Specified Provisional Sumsⁱⁱ</i>	<i>(C)</i>	<i>[sum]</i>
<i>Sub Total (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	<i>(E)</i>	<i>[sum]</i>
<i>BID Price (D + E) (Carried forward to Letter of BID)</i>	<i>(F)</i>	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Employer in accordance with Clause 13.4 and 13.5 of the General Conditions, except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions Part B shall apply.

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded.

¹Sample Schedule of Rates and Prices (Breakdown of Prices)

Priced Activity Schedule Table

[To be completed by the Bidder (more tables to be used as appropriate)]

Bill No.	Description of Activity	Activity Price (Kshs)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
	Total price of Activities inclusive of 3% contingency sum carried forward to Grand Summary, Page	

¹ Sample Schedule has been added for guidance. If it is decided to include it in the BID document, this may be tailored to the specific requirement.

SAMPLE Priced Bill Item Schedule Table (Breakdown of Prices)

[to be completed by the Bidder (more tables to be used as appropriate)]

Activity: _____

Bill Item No 1	Description of Work	Unit	Quantity	Rate (Kshs)	Price (Kshs)
1.				
1.1.					
1.1.1.					
1.1.2.					
1.2.				
1.3.					
1.4.				
1.4.1.					
1.4.2.					
1.5.					
1.6.					
1.7.					
	Etc.				
	Total price of Bill Item carried forward to the Priced Summary Schedule, Page ____				

SAMPLE SCHEDULE FOR PAYMENTS ¹

Activity/ Bill Item	Weightage of Sub-activity/Activity Cost A=B+C+D+E	Breakup % of Column 2 for Various Currencies for Payment			
		Foreign Currency #1 (%)	Foreign Currency #2 (%)	Foreign Currency #3 (%)	Local Currency (%)
		B	C	D	E
(1)	(2)	(3)	(4)	(5)	(6)
<i>Note: The total of percentages given in column (3) to (6) in the table should be 100%. In case the total is not 100%, the figures in column (3) to (6) shall be adjusted pro rate. Any arithmetical error in the break-up percentage of the Sub-activity Cost shall be corrected before signing of the Agreement.</i>					
Breakdown of Prices - Activity 1					
1.1	100%				
1.2	100%				
1.3	100%				
1.4	100%				
1.5	100%				
Breakdown of Prices - Activity 2					
2.1	100%				
2.2	100%				
2.3	100%				
Etc.					

¹ Sample Schedule has been added for guidance. If it is decided to include it in the BID document, this should be tailored to the specific requirement.

Sample Price Schedule for Payment

Apportionment of Contract Price for Payments According to Activity

Sub-activity	Description	Weightage (%)
(1)	(2)	(3)
Activity 1: Weightage in % to Contract Price excluding provisional sums – 6.4%		
1.1		
1.2		
1.3		
1.4		
1.5		
	Total for Activity 1	100%
Activity 2: Weightage in % to Contract Price excluding provisional sums – 12.3%		
2.1		
2.2		
2.3		
	Total for Activity 2	100%
Total weightage for all Activities [Activity 1 (6.4%), Activity 2 (12.3%), Activity 3 (...%), Activity 4 (...%) Activity N (...%)]		100

Note 1: The Activities, Sub-activities and details of the scope indicated above shall be read in conjunction with the applicable Employer's Requirements.

Note 2: Weightages in % to Contract Price excluding provisional sums for all Activities put together shall be 100%

Daywork Schedule

If a Day work schedule is not included, Sub-Clause 13.5 of the General Conditions will not apply].

The Bidder for EPC Contract accepts responsibility for design, execution of work as well as the risk of ground conditions within prevailing standards, guidelines and international best practices. Day works shall not be applied to cover omission or inadequacies of the Bidder's technical scheme or methods of execution.

Reference is made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the *Employer*. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the *Employer*. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary BID Price. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Schedule of Daywork Rates: 2. Materials

[illegible]

a. To be entered by the Bidder.

Schedule of Daywork Rates: 3. Bidder's Equipment

[illegible]

a. To be entered by the Bidder.

Daywork Summary

	<i>Amount</i> ()	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Bidder's Equipment		
Total for Daywork (Provisional Sum) (carried forward to BID Summary(B), p. ____)	_____	_____

a. The Employer should insert local currency unit.

Specified Requirements and Provisional Sums

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A21	<u><i>Provisional sums for the establishment of site office for the Employer Representative .The sums to be utilised in full or partially by the bidder or a nominated sub-contractor as directed by Employer Representative in accordance with the Contract</i></u>				
1A211.1	Provisional sum of Kshs. 92,500,000/- for the construction of the Employer's Representative Site Offices, plinth area approximately 1500 square metre, and thereafter revert to the Employer. The design and drawings will be provided by the Employer Representative prior to commencement of Works.	P.S	1		92,500,000
1A231.1	Provisional Sum of Kshs. 10,000,000/- for provision of office furniture, equipment, and video conferencing facility for the Employer's Representative Office. The list of Furniture & Equipment to be procured will be provided by the Employer Representative prior to commencement of Works. The furniture and equipment to revert to the Employer at the end of the Contract.	P.S	1		10,000,000
1A231.2	Provisional Sum of Kshs. 5,000,000/- for provision of furniture, equipment and video conferencing facility for the Project Management Unit Office. The list of furniture & Equipment to be procured will be provided by the Employer Representative prior to commencement of Works. The furniture and equipment to revert to the Employer at the end of the Contract.	P.S	1		5,000,000

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A22	<u>Services for the Employer Representative. The sums to be utilised in full or partially by the bidder or a nominated sub-contractor as directed by Employer Representative in accordance with the Contract</u>				
1A221.1	Provisional Sum of KSh of 72,000,000/= as directed by Employer Representative for Supply of 8 No. Brand New 4WD station wagons all diesel engines and capacity 3000cc vehicles, for the exclusive use by the Project Management Unit Office and the Employer Representative, inclusive of the first 4,000km per vehicle month. The vehicles are to revert to the Employer at the end of the Project. The vehicles are subject to approval by the Employer Representative	P.S			72,000,000
	<ul style="list-style-type: none"> • Rear Differential Gear Lock • Braking System to include ABS (Anti-Lock Brake System) • Power Steering with adjustable Steering Column • Electronic Fuel Injection System. • 6 Speed Automatic Transmission • Power Windows and Air Conditioning • Immobiliser and Alarm System • Fuel tank capacity between 80 litres and 100 litres 				
1A221.2	Provisional Sum to maintain, insure, fuel, lubricate, and servicing including any repairs of the transport vehicles as per item A221-1 for the contract period - Allow approximately 2,500 km per vehicle month for the 8 vehicles	vehicle month	576	175,000	100,800,000

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A221.3	<p>Allow PC Sum of KSh of 48,000,000/= for Supply of 6 No. Brand New 4WD Double Cabin Pickup Transport vehicles; all diesel engines and capacity 2800cc vehicles, for the exclusive use by the Project Management Unit Office and Employer Representative, inclusive of the first 4,000km per vehicle month. The vehicles are to revert to the Employer at the end of the Project. The vehicles are subject to approval by the Employer Representative. Minimum specifications include but not limited to the following:</p> <ul style="list-style-type: none"> • Rear Differential Gear Lock • Braking System to include ABS (Anti-Lock Brake System) • Power Steering with adjustable Steering Column • Electronic Fuel Injection System. • 5 Speed Automatic Transmission • Power Windows and Air Conditioning • Immobiliser and Alarm System • Fuel tank capacity between 80 litres and 100 litres 	P.S	Item		48,000,000
1A221.4	Maintain, insure, fuel, lubricate, and servicing including any repairs of the transport vehicles as per item A221-3 for the contract period - Allow approximately 2,500 km per vehicle month for the 6 vehicles	vehicle month	432	175,000	75,600,000

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A221.5	Allow PC Sum of KSh of 17,000,000/= for Supply of 2 No. Brand New 4WD Station Wagon off-road Transport vehicles; all diesel engines and capacity 4000cc vehicles, minimum ground clearance 230mm for the exclusive use by the Employer Representative, inclusive of the first 4,000km per vehicle month. The vehicles are to revert to the Employer at the end of the Project. The vehicles are subject to approval by the Employer Representative. Minimum specifications include but not limited to the following: • Rear Differential Gear Lock• Braking System to include ABS (Anti-Lock Brake System)• Power Steering with adjustable Steering Column• Electronic Fuel Injection System. • 5 Speed Manual Transmission• Power Windows and Air Conditioning• Immobiliser and Alarm System• Fuel tank capacity between 120 litres and 150 litres	P.S	Item		17,000,000
1A221.6	Maintain, insure, fuel, lubricate, and servicing including any repairs of the transport vehicles as per item A221-5 for the contract period - Allow approximately 2,500 km per vehicle month for the 2 vehicles	vehicle month	192	175,000	33,600,000
1A221.7	Allow a provisional sum of Kshs 150,000 monthly for 84 months for the Project Management Unit and Employer Representative staff mobile phone airtime charges.	P.S	1		12,600,000
1A221.8	Provide Install and Maintain and IP Network Exchange Phone for 6 No. Station complete with all associated Equipment at the Employer Representative's office for the duration of the Contract.	P.S	1		1,000,000

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A23	<u>Provisional Sum for supply and installation of Equipment for use by Project Management Unit and Employer Representative Staff. The sums utilised in full or partially by the bidder or a nominated sub-contractor as directed by Employer Representative in accordance with the Contract</u>				
1A231.1	Provide 40No. Laptop Computers as specified by the Employer Representative in accordance with the contract	P.S			7,200,000
1A231.2	Ditto but for 50 No. Desktop Computers as specified by the Employer Representative in accordance with the contract	P.S			6,250,000
1A231.3	Provide and maintain 50No. UPS of 1000 VA as specified by the Employer Representative in accordance with the contract	P.S			2,250,000
1A231.4	Provide 6 No. 96" Interactive smart screen, Touch Screen All-in-One Displays / AIO- Infrared Touch Technology: Multi 10 Points as specified by the Employer Representative in accordance with the contract	P.S			5,100,000
1A231.5	Provide 9 No. Copier, Color Laser Multifunction Printer, duplex, Multiple trays as specified by the Employer Representative in accordance with the contract	P.S			5,400,000
1A231.6	Provide 12 No. Monochrome Multifunction Printer (MFP), Functions: Print, Copy, Scan, Fax as specified by the Employer Representative in accordance with the contract	P.S			3,000,000

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A231.6	Provide and maintain Softwares as AutoCad, Civil 3D, Revit, Infracore and Navisworks as specified by the Employer Representative in accordance with the contract	P.S	1		12,000,000
1A231.7	Data Storage and Disaster Recovery Solution as specified by the Employer Representative in accordance with the contract	P.S	1		10,000,000
1A231.8	Assorted equipment as directed by the Employer Representative as specified by the Employer Representative in accordance with the contract	P.S	1		5,000,000
1A231.9	Provide full set of Surveying equipment for the <u>exclusive</u> use of Engineer and Engineer's staff for the duration of construction. The equipment shall be maintained in good operation and shall be replaced if found defective or misleading in service. Equipment shall revert to the Employer at the end of the Contract. The list of equipment shall be provided by the Employer Representative before the Commencement of Work	P.S	1		10,000,000
1A231.10	Air drone range of at least 30-50 km, payload capacity of 1-3 kg for carrying equipment, a flight time of 120-180 minutes, and a maximum speed at least 60 km/h. Service ceiling above sea level of at least 6000m, and a flight controller compliant with DO178 & DO254, all-weather, multi-sensor with wide-angle, zoom camera, an infrared thermal camera, a laser range finder, and an NIR auxiliary light, Integrated High accuracy LiDAR Solution, Mobile RTK Base Tripod Station, and LiDAR360 software suite as directed by the Employer Representative in accordance with the contract	P.S	2		16,380,000

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A24	<u>Attendance Upon Engineer's Staff</u>				
	Provide the following Staff for the Employer Representative's Office. (Note: The staff to be employed by the Contractor but to be under the exclusive day to day instruction of the Employer Representative.). The rate to include for all overtime, accommodation costs, requisite Government of Kenya mandatory deductions, etc. all necessary for the Staff to perform their duties. The minimum relevant experience and qualifications for the Staff should be as indicated in the Specifications.				
1A241.1	Drivers, 18No (18No. X 64 Months)	Month	1,152		
1A241.2	Surveying Assistant, 2No (2No. X 48 Months)	Month	96		
1A241.3	Chainmen, 4No (4No. X 24 Months)	Month	192		
1A241.4	Office Assistants, 3No, (3No. X 84 Months)	Month	252		
1A241.5	CAD Operators / Draughtsman, 2No, (2No. X 48 Months)	Month	96		
1A241.6	Office Administrative Assistant, 3No, (3No. X 84 Months)	Month	252		
1A241.7	Lab Technician, 2No, (2No. X 84 Months)	Month	168		
1A241.8	Lab Attendant, 1No, (1No. X 84 Months)	Month	84		

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A25	<u>Allow for Testing of Materials and Work Samples. The sum utilised in full or partially by the bidder as directed by Employer Representative in accordance with the Contract</u>				
	-				
1A250.1	Provisional Sum of Kshs 30,000,000/- for the establishment and maintaining site testing laboratory <u>exclusively</u> for independent confirmation of works sample by the Employer's Representative (and arrangement for external Laboratory testing as and when required) as directed by the Employer Representative. The laboratory facilities to revert to the Employer at the end of construction period. The Contractor may be required to witness the testing	P.S	1		30,000,000
	-				
1A250.2	Allow a Provisional sum of KShs 35,000,000/= for familiarisation, inspection and manufacturing confirmation of electrical, Mechanical and other manufactured component by the Employer and Employer Representative.	PC Sum	1		35,000,000
	-				
1A3	Method Related Charges				
	-				
1A31	<u>Accommodation for Employer Representative Staff.</u>				
	<u>Provisional sums for accommodation for Employer Representative Staff. The sum utilised in full or partially by the bidder or a nominated sub-contractor as directed by Employer Representative in accordance with the Contract. The accommodation facilities facilities to revert to the Employer at the end of construction period</u>				
	-				

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A313.1	Construction of accommodation Type I House for Lead and Deputy Employer Representative	P.S	1		27,300,000
					-
1A313.2	Construction of accommodation Type II House for Senior Staff of the Employer Representative	P.S	1		24,000,000
					-
1A313.3	Construction of accommodation Type III House for middle level professional staff and Inspectors	P.S	1		16,200,000
1A313.4	Construction of accommodation Type IV for Junior and support staff of the Employer Representative	P.S	1		12,000,000
1A313.5	Furnishing, maintenance and keep the accommodation fully functional during the Contract Period	P.S	1		13,500,000
					-
1A311.1	Maintenance of Engineer's Site Office and services during the Contract Period	P.S	1		12,600,000
					-
1A311.2	Provision of Engineer's Office consumables during the contract period	P.S	1		33,600,000
					-
1A32	<u>Services for the Engineer's Office for the Duration of the Contract</u>				-
					-
1A323.2	Provisional Sum for providing and maintain Security for the Employer Representative Office, 4 during the day and 6 at night for the entire period of the Contract	P.S	1		13,440,000
1A323.3	Set up water and electricity supply and standby generator; Fixed.	P.S	1		7,500,000

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A4	<i>Other Provisions</i>				
1A420.1	Allow a sum of KES 50,000,000 for the Employer's portion of DAAB costs	PC Sum	Sum		50,000,000
1A420.2	Allow a sum of KES 100,000,000 for Employer obligation related to any ES outcomes.	PC Sum	Sum		100,000,000
1A420.3	Allow a sum of Kshs. 90,000,000 for connect to existing irrigation works as directed by the Employer Representative	PC Sum	Sum		90,000,000
1A420.4	Allow a sum of Kshs. 25,000,000 to cater for site visits by government officials, project ground breaking/commission etc as directed by the Employer Representative	PC Sum	Sum		25,000,000
1A420.5	Allow sum of Kshs. 100,000 per month for a period of 56 months to cater for monthly site meetings as directed by the Employer Representative	PC Sum	Sum		5,600,000
1A420.6	Provisional Sum to be utilised on Knowledge, Technology and Skills Transfer in collaboration with Kenya Universities as directed by the Employer Representative	P.S	1		50,000,000
1A420.7	Allow a sum of Kshs 300,000 per month for the Employer Representative miscellaneous accounts to be spent in whole or part as instructed by the Employer Representative	PC Sum	Sum		25,200,000

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1A420.8	Allow a sum of Kshs 250,000 per month for reimbursement to the contractor for payment of the Employer an Employer Representative staff overtime and allowances in accordance with the specification.	PC Sum	Sum		21,000,000
1A420.9	Provisional Sum of Kshs 600,000,000 to be utilised on the Construction of convectional Water Treatment Plant by A sub-Contractor nominated by the Employer. The drawings and quantities shall be provided by the Employer Representative.	P.S	1		600,000,000
	Bidders will quote for Attendance and Profit as Percentage of the value of work component implemented nominated Sub-Contractor.	%			
	BILL TOTAL TAKEN TO COLLECTION				

ENGINEERING PART FORMS

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<i>Code of Conduct for Bidder’s Personnel (ES) Form.....</i>	<i>121</i>
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<i>Contract Personnel Organization Chart</i>	Error! Bookmark not defined.
<i>Risk assessment and Proposed Management Plan</i>	Error! Bookmark not defined.
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BID Forms

Formtech-1: Technical Bid Submission Form

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of BID in the first envelope “ENGINEERING PART”.

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

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

{Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned bidder, hereby submit our bid for [Insert title of assignment] which includes this Technical BID in TWO Parts sealed in two separate envelopes namely:

- (a) The Engineering Part,
- (b) The Construction Part and
- (c) The Financial BID sealed in a separate envelope.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for in accordance with your BID dated [Insert Date] and our BID. We are hereby submitting our Technical and Bid, and a Financial BID in separate envelopes.

{If the bid is a joint venture, insert the following: We are submitting our BID in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy(ies) {insert: “of our letter of intent to form a joint venture” or associate; or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the bid includes Sub-Contractor, insert the following :} We are submitting our bid with the following firms as Sub-consultants: {insert a list with full name, email, telephone and physical address and contact person of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this BID are true and we accept that any misinterpretation or misrepresentation contained in this BID may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our bid shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITB3.
- d) We meet the eligibility requirements as stated in ITB6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITB5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical BID Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent BID Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from.....(*specify website*) during the procurement process and the execution of any resulting contract.
- i) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- e) Except as stated in the ITB12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITB Clause12 and ITB Clause29.3 and 29.4 may lead to the termination of Contract negotiations.
- j) Our BID is binding upon us and subject to any modifications resulting from the Contract negotiations.

- (k) We understand that the Procuring Entity is not bound to accept any BID that it receives.

We undertake, if our BID is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain, Yours sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:

Name of Consultant *(company's name or JV's name)*:

Contact information *(phone and e-mail)*:

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Design Proposal

The Bidder shall submit a design proposal which addresses as a minimum the following:

- a) Project understanding and Site appreciation.
- b) Outline design
- c) Organizational arrangements for the design including team structure, Design personnel assignment, interface arrangements, design review and approval procedures and quality assurance arrangements.
- d) Design statement setting out how the Employers Requirements will be achieved;
- e) Proposed design deliverables
- f) Any added value the Bidder will bring including examples of innovative aspects of the design;
- g) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - iii. *[details of any exceptions in the conceptual design taken to the Employer's Requirements];*
- h) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Bidder's approach and commitment to sustainable design and construction practices; benefits to host communities in Taita Taveta, Kitui, Kilifi and Tana River Counties
- i) strategy for gathering baseline ES information in time to inform design development;
- j) details of how the ES requirements, and any BID to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- k) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- l) value engineering (value management) arrangements, including consideration of ES issues; and
- m) software systems intended to be employed for planning, design, records and reporting.

Sustainable Procurement Proposal

*[Note to Bidder: In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its BID to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its BID, if any, for exceeding the sustainable procurement requirements.]*

Method Statement for Key Construction Activities

The Bidder shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

[The Employer shall identify the key risks/ construction activities relevant to the contract.

- 1.
- 2.
- 3.
- 4....

The Employer may consider limiting the length of the method statement for each activity e.g. 4 sides A4]

Design Work Program

The Bidder shall set out a work program for design including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall include the:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer.
- (b) processes and deliverables needed to commence the Works;
- (c) sequence and Interface between design and construction work
- (d) *[modify as appropriate.]*

Design Personnel Organization Chart

The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel for design and construction phases. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.

Operation and Maintenance Plan

The Bidder shall submit a O&M Plan to operate and maintain the Project for a period of 3 (Three) years commencing from the date of the Substantial Completion Certificate (the “Operation and Maintenance Period”). The Bidder shall attend to defects arising from workmanship, establish an operations centre, Operation and Maintenance Programme together with Standard Operating Procedures approved by the Employer Representative, equipment, tools and spare part as necessary for effective operations and maintenance of the project.

CONSTRUCTION PART FORMS

No table of contents entries found.

Mobilization Schedule

[insert Mobilization Schedule]

The mobilisation schedule will demonstrate the interaction between engineering and construction aspects of the project.

Construction and/or Erection Management Strategy

The Bidder shall submit a construction and/or erection management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction and erection management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
 - (b) Subcontractor selection and management;
 - (c) Proposal for training all personnel attending site;
 - (d) Stakeholder engagement;
 - (e) Obtaining and managing consents, permits and approvals;
 - (f) Site setup proposal including access, accommodation, welfare facilities, arrangement for plant and material storage;
 - (g) Construction phasing bids including sequence of work and management of conflicting activities;
 - (h) Erection strategy including sequence of work, safety considerations, pre-commissioning testing and management of conflicting activities;
 - (i) Ensuring that geotechnical investigations or other advance works meet the es requirements;
 - (j) Risk management approach for geotechnical and subsurface aspects of the works;
 - (k) Quality management system including a draft of the quality management plan;
 - (l) Sustainability aspects demonstrating the bidder's approach and commitment to sustainable construction and erection practices (e.g. Energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
 - (m) Preparation, approval and implementation of the bidder's environmental and social management plan;
 - (n) Preparation, approval and implementation of the bidder's occupational and community health and safety management plan;
 - (o) Grievance redress mechanisms;
 - (p) Reporting arrangements, including topics (that include es) and timescales in accordance with the particular conditions – special provisions sub-clause 4.20 and part d-environmental and social (es) metrics for progress reports;
 - (q) Arrangements for testing upon completion of the works;
 - (r) Arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
 - (s) *[modify/include any other relevant information, as may be appropriate.]*
-

Work Program

The Bidder shall set out a work program for design and construction of the Works and for operation and/or maintenance of the Works, including identification of major milestones and critical path. The proposed work program shall be developed based on the Employer's Requirements and shall include the:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works and/or Erection within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) No-objection to the Bidder's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions- Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB;
- (g) Outline work program for operation and/or maintenance of the Works, if applicable; and
- (h) *[modify as appropriate.]*

Contract Personnel Organization Chart

The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel for design and construction phases. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.

Risk assessment and Proposed Management Plan

The Bidder should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

[Note to the Bidder: (i) If the contract has been assessed to present potential or actual cyber security risks, also include method statement, management strategies and implementation plans and innovations, to manage cyber security risks; (ii) if there are assessed supply chain risks, the risk assessment and proposed management plans, must include proposed supply chain risks management plan.]

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

CODE OF CONDUCT FOR BIDDER'S PERSONNEL

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.

We are the Bidder, *[enter name of Bidder]*. 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, labourers 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 “**Bidder's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Bidder's Personnel.

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

REQUIRED CONDUCT

Bidder'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 Bidder's Personnel and any other person;
3. Undertake to implement equal pay for equal work and uniform welfare applicable to equal grade.
4. maintain a safe and conducive 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.
 - e. Provide minimum facilities for drinking water, washing, sanitation, and shelter, as generally applicable to all employees on a construction site, regardless of their job grade.
5. 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;
 6. treat other people with respect, and not discriminate against specific groups on basis of gender, race, religion, colour or physical disabilities;
 7. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Bidder's or Employer's Personnel;
 8. 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;
 9. 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;
 10. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 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 Bidder's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behaviour 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 Bidder's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Bidder to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Bidder's hotline (*if any*) and leave a message.

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

There will be no retaliation against any person who raises a concern in good faith about any behaviour 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 Bidder's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR BIDDER'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 Bidder's contact person(s) with relevant experience*] requesting an explanation.

Name of Bidder's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Examples constituting unacceptable Behaviours.

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

The following non-exhaustive list is intended to illustrate types of prohibited behaviours.

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

- A Bidder'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 Bidder'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 Bidder's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Bidder's Personnel denies a person access to the Site unless he/she performs a sexual favour.
- A Bidder'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

- Bidder's Personnel comment on the appearance of another Bidder's Personnel (either positive or negative) and sexual desirability.
- When a Bidder's Personnel complains about comments made by another Bidder's Personnel on his/her appearance, the other Bidder's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Bidder's or Employer's Personnel by another Bidder's Personnel.
- A Bidder's Personnel tells another Bidder'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.

(3) Examples of discrimination in a work context

- Bidder's personnel exercises unfair and disrespectful treatment of individual based on their background or characteristics
- Bidder's assignment of duties and responsibility with effect of keeping groups in a subordinate position;
- Bidder's personnel display stereotype and prejudiced behaviour reflecting generalised belief or opinion about a particular group of people
- Bidder's personnel expressed and/or exhibits systematic racist or abusive behaviour towards people because of their imagined "inferiority";
- Intolerance based on religion;
- Discrimination based on gender
- Bidder's Personnel failing to provide equal pay and/or welfare for equivalent work or cadre

FORM EQU: BIDDER'S EQUIPMENT

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Bidder shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Bidder shall specify whether it will own, lease, rent or specially manufacture the key equipment.

The Contractors minimum key equipment listed in the table below.

sn	Plant/Equipment	Quantity required	Ownership/ Leased/ Rent
1.	Excavator 180hp	10	
2.	14-ton tipper	25	
3.	Tower Crane maximum lift 100-250m.t	2	
4.	Concrete mixer Capacity 90 m ³ / day	2	
5.	Sheep foot roller	4	
6.	Dewatering pumps at least 10 kW	4	
7.	Concrete Mixer Truck capacity 6-14m ³	5	
8.	Industrial air Compressor 100-450kw	2	
9.	Pick up Double cabin	6	
10.	Bulldozer 80-750HP	4	
11.	Wheel loader 150-450HP	4	
12.	Coated macadam paving machine (crawler or wheeled)	1	
13.	Hydraulic vibrating hammer/extractor including power pack 50 – 200 tonnes	1	
14.	Cement silo 200 and 500 tons	2	
15.	Grouting machine including pump and hopper 50 -450 litres /sec	2	

Owned equipment, indicated by ownership documents, will receive a score of 100%. Conversely, leased and rented equipment will only score 50% of the maximum possible score for the equipment.

A separate Form shall be prepared for each item of equipment proposed, and attached the supporting ownership document

Item 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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment 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	

*Attach Evidence of ownership or Long-Term Lease

The Contractors minimum key equipment listed in the table below

sn	Plant/Equipment	Quantity	
1.	Excavator 180hp	10	
2.	14-ton tipper	25	
3.	Tower Crane maximum lift 100-250m.t	2	
4.	Concrete mixer Capacity 90 m ³ / day	2	
5.	Sheep foot roller	4	
6.	Concrete Mixer	2	
7.	Dewatering pumps at least 10 kW	4	
8.	Transit Mixer capacity		
9.	Concrete Mixer Truck capacity 6-14m3	10	
10.	Industrial air Compressor 100-450kw	2	
11.	Pick up Double cabin	6	
12.	Bulldozer 80-750HP	4	
13.	Wheel loader 150-450HP	4	
14.	Coated macadam paving machine (crawler or wheeled)	1	
15.	Hydraulic vibrating hammer/extractor including power pack 50 – 200 tonnes	1	
16.	Cement silo 200 and 500 tons	2	
17.	Grouting machine including pump and hopper 50 - 450 litres /sec	2	

PERSONNEL: Form PER -1

Key Personnel qualifications and resource schedule

Bidders should provide the names and details of the suitably qualified Bidder's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.
- CV of each Key Personnel (Form PER-2) and evidence of academic qualification from a university recognised in Kenya, and professional registration by relevant or other recognised professional body. The proposed personnel shall hold a certification to practice in Kenya. **The Bidder must obtain a work permit and professional practice license for foreign professionals as per Kenyan law after the letter of award is issued but before signing the contract.**

Sn	Position/specialization	Name of candidate	Relevant academic and Professional qualifications	Relevant work experience
1.	<i>Bidder's Representative</i>			
Key Personnel for Design				
2.	<i>Design Manager – Dam</i>			
3.	<i>Design Manager - Canal</i>			
4.	<i>Environmental Impact Assessment</i>			
5.	<i>Social Impact Assessment Specialist</i>			
6.	<i>Hydrologist</i>			
7.	<i>Health and Safety Specialist</i>			
8.	<i>Structural Engineer</i>			
9.	<i>Mechanical and dam Instrumentation</i>			
10.	<i>Geologist</i>			
11.	<i>Land and Geospatial Surveyor</i>			
12.	<i>Biodiversity Specialist</i>			
13.	<i>Irrigation Specialist</i>			
14.	[Modify/add others as appropriate]			
Key Personnel for Construction and Installation				
15.	<i>Construction Manager – Dam</i>			
16.	<i>Construction Manager - canal</i>			
17.	<i>Environmental Specialist</i>			

18.	<i>Health and Safety Specialist</i>			
19.	<i>Social Specialist</i>			
20.	<i>Biodiversity, Air quality, Noise etc.</i>			
21.	<i>Land and Geospatial Surveyor</i>			
22.	<i>Site Superintendent</i>			
23.	<i>[Modify/add others as appropriate]</i>			
		<i>Key Personnel for Operation and Maintenance [if applicable]</i>		
24.	<i>Operation and Maintenance</i>			
25.	...			
26.	...			

Form PER-2: Resume and Declaration

Bidder's Representative and 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>

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) result in my disqualification from participating in the BID;
- (c) result in 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): _____

Qualification Forms: Form ELI 1.1

Bidder Information Sheet

Date:

BID

No.:

Page _____ of _____

pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> 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 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI 1.2: Party to JV Information Sheet

_____ Date: _____

_____ BID _____ No.: _____

_____ Page _____ of _____

pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

FORM EXP -4.1: General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name: _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Bidder <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Bidder <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

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

Bidder's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITB 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Bidder <input type="checkbox"/>	Member JV <input type="checkbox"/>	in Management Bidder <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
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				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

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

2 Activity No. Two

3

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

[This form should be used only if the information submitted at the time of initial selection requires updating. The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]

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

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

JV Member's Name: *[insert full name]*

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria of the Initial Selection document

- ☐ Contract non-performance did not occur since 1st January *[insert year]*
☐ Contract(s) not performed since 1st January *[insert year]*

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ 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 non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria of the Initial Selection document

- ☐ No pending litigation
☐ Pending litigation

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ Equivalent (exchange rate)
		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 III, Table 1 Qualification Criteria, and Requirements of the Initial Selection document <input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD 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 “Bidder”]</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

[This form should be used only if the information submitted at the time of initial selection requires updating. The following table shall be filled in for the Bidder and for JVs, each member of the 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 III, Qualification Criteria, and Requirements of the Initial Selection document

- ☐ **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 and Social (ES) performance since the date specified in Section III, 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 and Social (ES) performance since the date specified in Section III, 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, exchange rate and US\$ 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. 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 ES performance			
Year	Contract Identification	Total Contract Amount (current value, exchange rate and US\$ 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. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>	

BIDDER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Bidder

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Bidder is further reminded that it is an offence to give false information on this Form.

i) Bidder's details

No.	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Bidder	
5	Full Address and Contact Details of the Bidder.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Bidder handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

ii) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____
 Nationality _____ Country of Origin _____
 Citizenship _____

iii) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(iv) **Registered Company**, provide the following details.

i) Private _____ or _____ public _____ Company

ii) State the nominal and issued capital of the Company

Nominal _____ Kenya-Shillings
 (Equivalent).....

Issued _____ Kenya-Shillings
 (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(v) **DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Bidder
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Bidder
1	Bidder is directly or indirectly controls, is controlled by or is under common control with another Bidder.		
2	Bidder receives or has received any direct or indirect subsidy from another Bidder.		
3	Bidder has the same legal representative as another Bidder		
4	Tender has a relationship with another Bidder, directly or through common third parties that puts it in a position to influence the tender of another Bidder, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Bidder's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Bidder would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Bidder has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Bidder has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

Certification

On behalf of the Bidder, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

_____ [Name of
Procuring Entity] for: _____ [Name and
number of tender] in response to the request for tenders made by: _____ [Name of
Bidder] do hereby make the following statements that I certify to be true and complete in every
respect:

I certify, on behalf of _____ [Name of Bidder] that:

1. I have read and I understand the contents of this Certificate;
 2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am the authorized representative of the Bidder with authority to sign this Certificate, and to submit the Tender on behalf of the Bidder;
 4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
 5. The Bidder discloses that [check one of the following, as applicable]:
 - a) The Bidder has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
 6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
 7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
 8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Bidder,
-

directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Bidder and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/BIDDER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of

..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2**SELF DECLARATION THAT THE BIDDER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, of P. O. Box being a resident of..... in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of *(insert name of the Company)* who is a Bidder in respect of Tender No. for *(insert tender title/description)* for *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(name of the procuring entity)*
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
 (Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/Company/Firm*)

.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/Rubber Stamp
where applicable) Witness

Name.....

Sign.....

Date.....

LOCAL CONTENT PLAN

Pursuant to **PPDA Regulation 144** a foreign Bidder must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Design Staff			
1				
2				
3				
4				
5				
B	Management Staff			
1				
2				
3				
4				
5				
C	Local Labor			
1				
2				
3				
4				
5				
D	Subcontracts from Local sources			
1				
2				
3				
4				
5				
E	Local materials			
1				
2				
3				
4				
5				
F	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
G	Add any other items			

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE		XXXX	

NOTE:

*Bidder **MUST ATTACH** details and full contact information of the **Proposed** Local JV Partners, Sub-Contractor, Service providers and professionals contributing to the Local Content requirement to allow the Employer to confirm their and conduct due diligence.*

Subcontractors

Proposed Subcontractors

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub activity indicated. For any additional subcontractor (that is not the Specialized Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITB 17.3), Bidders are free to propose more than one Subcontractor for each activity/sub activity.

Activity/Sub-Activity	Proposed Subcontractor's name and address	Nationality

[Note: Parts of the Works for which subcontracting is not permitted are specified in the Particular Conditions Part A-Contract Data Sub-clause 4.4(b)]

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Kenya

In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this BID process:

Under ITB 4.8 (a) and 5.1: *None*

Under ITB 4.8 (b) and 5.1: *None*

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Bidders, (applicants/Bidders), Consultants, Bidders and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behaviour:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the Employer under subsection (7) does not limit any legal remedy the Employer may have;
 - 5) An employee or agent of the Employer or a member of the Board or committee of the Employer who has a conflict of interest with respect to a procurement—
 - a) shall not take part in the procurement proceedings;

ender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the Employer;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 23 In compliance with Kenya's laws, regulations and policies mentioned above, the Employer:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “Obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the Employer or the Bidder or the Bidder, and includes collusive practices amongst Bidders prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- c) Rejects a BID for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for BID documents requiring (i) Bidders (applicants/Bidders), Consultants, Bidders, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Bidders to submit along with their Applications/Tenders/BIDs a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Employer to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 –EMPLOYER’S REQUIREMENTS

SECTION VII – EMPLOYER’S REQUIREMENTS

Employer’s Requirements

This Section contains the Scope, site information, the Specifications, the Drawings, the ES requirements, Supplementary Information that describe the Works and Forms to be used during the implementation of the contract.

*This is a “single responsibility contract”. **The Employer invites BIDs with preliminary design sufficient to support cost evaluation and outline technical specifications.***

1. INTRODUCTION

1.1. General

The Employer's Requirements presented herein define the location of the Site and the Works, specify the purpose of the Works and particular requirements for the completed Works, including functional requirements, quality, performance and scope, requirements for the supply of certain items (such as consumables), special obligations and other details generally in accordance with the Conditions of Contract for EPC/Turnkey Contract 2nd Ed (2017 Silver Book)

The Specifications are deemed to form and shall be construed as an integral part of the Employer's Requirements.

1.2. Institutional set-up

The Ministry of Water, Sanitation and Irrigation comprises of two state departments (i) State Department for Water and Sanitation, and (ii) State Department for Irrigation. The National Irrigation Authority is a state agency falling under the State Department for Irrigation. The National Irrigation Authority was established on August 16, 2019 by the Irrigation Act No. 14 of 2019 as a successor institution of the National Irrigation Board. The objective of the Irrigation Act 2019 is to provide for the development, management and regulation of irrigation, to support sustainable food security and socioeconomic development in Kenya, and for connected purposes. Irrigation in Kenya is well anchored in Vision 2030, the Fourth Medium Term Plan (MTP IV) 2023-2027 themed “Bottom-Up Economic Transformation Agenda for Inclusive Growth” and further cascaded in the National Irrigation Sector Investment Plan (NISIP) 2025 – 2035 and National Irrigation Authority Strategic Plan 2023-2027. The central theme in all these is to develop irrigation to support sustainable food production and primary industrial activities.

2. PROJECT BACKGROUND

The proposed Athi dam is intended to support production in the Galana Kulalu Food Security Project located in Tana River and Kilifi Counties. The Galana-Kulalu area borders Tsavo East National Park to the East, and it is accessible through the Malindi-Tsavo Road, approximately 100 km from the Indian Ocean. The available land covers approximately 1.75 million acres within the Galana and Kulalu ranches and bordered by the Tana River on the eastern side, but mostly it will leverage substantial water resources from the Athi/Galana for large-scale irrigation.

The Galana Kulalu Food Security Project was launched in 2014, as Kenya's largest irrigation initiative, targeting sustainable crop and livestock production. It is conceptualized as a geographic cluster anchored by large water reservoir for domestic and irrigation and well-developed infrastructure - roads, power, communication, storage, packaging, by-product utilization, effluent treatment, logistics and transport, etc. Multiple Agri-processing functions are premised to take place at Agri-industrial-park, such as primary processing, final processing, storage, packaging, marketing, and distribution. The Galana Irrigation Park will be modelled as centre with reduced on-farm and post-harvest losses, improved quality, and aggregated production. It should also support businesses and social infrastructure (schools, housing, health centres).



The Government of Kenya is desirous for the construction of the Athi Dam. The proposed Athi Dam will have a capacity of approximately 306 million cubic meter providing at least one billion cubic meters of water annually for irrigating up to 200,000 acres within the Galana-Kulalu ranch, provide safe, affordable domestic supply water to 70,000 people, and generate up to 15 MW hydropower (*the distribution of potable water and hydropower generation are not part of this scope, but Bidder may offer a separate BID*).

The overall objective of the project is to support optimised agricultural productivity of the Galana-Kulalu ranches by investing in crop, livestock, and fish production thereby contributing to the country's food security, Agri-processing and job creation.

3. SCOPE OF WORKS

The scope of EPC activities include.

- i. Carrying out all detailed studies and investigations as necessary for the construction of dam, conveyance and all ancillary works
- ii. Design, construction, testing and commissioning of water storage dam of approximate capacity 350 million cubic metre and head works along Athi River in the vicinity of site 2 and 3.
- iii. Design, construction, testing and commissioning of conveyance infrastructure of approximate length 60 kms from the proposed dam to the irrigation command to carry approximately 50m³/sec of water.

- iv. Design, construction, testing and commissioning of 15,000 m³/day water treatment plant to serve the proposed irrigation area in Galana and neighbouring communities.
- v. Design, construction and commissioning of operations and administrative buildings.
- vi. Post-commissioning maintenance and operation for 3 years.
- vii. Defects Liability Period of 1 year, after the 3-year operation and maintenance period.
- viii. Training of the Employer's personnel
- ix. Expected time of construction completion is 36 months after the project commencement date but no later than 48 months.

3.1. Scope of Contract

The project will be tendered and implemented in accordance with Conditions of Contract for EPC/Turnkey Contract 2nd Ed (2017 Silver Book) and Kenyan Public Procurement and Disposal Act 2015 (revised 2022). The Bidder is required to deliver to the Employer a fully functional, tested and operating Water storage reservoir and conveyance system, together with all ancillary works.

Notwithstanding the information given in the Bidding Document, the Bidder shall design and construct the storage dam, conveyance canal with all ancillary works, in accordance with these minimum Employer's Requirements, which shall include all necessary activities (such as design, construction, testing, operation, maintenance, handover, training etc.) pertaining to the successful completion of the Contract.

- 3.1.1.** All works shall be carried out by the bidder on EPC-F Contract basis on lumpsum price to be quoted under this tender, subject to subsequent value engineering discounts to the Employer.
- 3.1.2.** Bidder shall provide or perform the Work or cause the Work to be provided or performed, in accordance with the terms of the resultant Contract. Without limiting the foregoing, the Work shall include.
 - 3.1.2.1. Conducting, performing, providing, or procuring all necessary and obtaining work, materials, equipment, and methods, and the necessary authorizations to ensure that the works progress in line with the employer's requirements and the project schedule until completion and intended operational performance.
 - 3.1.2.2. To carry out all necessary, complementary surveys, investigations, laboratory analyses or related investigations, which the Bidder deems necessary for completion, maintenance and operation of the Works
 - 3.1.2.3. All design and engineering activities and services necessary to conduct the Work and complete the project in accordance and bidder's obligations under the Contract.

- 3.1.2.4. All design and engineering activities and services necessary to obtain all required permits for the construction and operation of the project.
 - 3.1.2.5. All construction activities and services necessary to conduct the Works and complete the project in accordance with this Contract (including Site preparation, diversion works, excavation, protection and grading and proper disposal of all excavated materials if and as required and necessary in connection with performance of the Works). These responsibilities will include all necessary charges or duties related to insurance, freight, taxes (including customs and excise duties, surcharges, etc.), and all testing and inspections for quality control.
 - 3.1.2.6. All materials necessary to conduct the Works and complete the project in accordance with this Contract (including all necessary transport thereof)
 - 3.1.2.7. All workforce necessary to conduct the Works and complete the project in accordance with this Contract (including all skilled and unskilled labour, supervisory, quality assurance and support service personnel)
 - 3.1.2.8. Provide all site offices, stores, workshops and facilities necessary for use by the Employer, Employer's Personnel and support staff, and for the bidder himself and his support staff.
 - 3.1.2.9. Provide all equipment, machinery, tools, etc., and related spares, maintenance and consumables necessary for implementation of the works
 - 3.1.2.10. All documents required to operate and direct Employer's personnel in the proper start-up, operation and maintenance of the Facility, including, without limitation, the Equipment Instruction Manual, Operations and Maintenance Manual and all as-built drawings and as-built diagrams in hard and format capable of generating reproducible hard copies, stamped by an Engineer registered in Kenya.
 - 3.1.2.11. All training of operator adequate to allow Employer or designated parties to assume responsibility for dispatch and control of the project.
 - 3.1.2.12. All other activities, services and items, whether or not specifically described above, or elsewhere in the resultant Contract, if such performance, provision or procurement is necessary for a complete and operable project; provided, that bidder shall not be responsible for performing, providing or procuring those activities, services and items for which Employer bear express responsibility pursuant to Contract.
 - 3.1.2.13. All design, engineering, materials, work forces needed to perform the Acceptance Tests; and
-

- 3.1.2.14. All activity necessary to enable the bidder to achieve Operational Date in 36 months but no later than 48 months from the perfect Commencement date.

3.2. Physical Scope

3.2.1. Approximately 350 MCM Water Storage Dam

The dam shall be constructed across Athi River. A topographic survey using Total Station survey Instrument, or more advanced techniques will be carried out, and a contour map of minimum 1 meter interval is plotted for determination of capacity of reservoir on the dam sites ‘Area – Elevation Curve’ and ‘Elevation – Storage Capacity Curve’. Hydro-geological survey should be conducted to identify presence of fissures or cracks and engineering properties of soil at the Dam site and comprehensive report shall be reported to the Employer.

For safety and stability point of view, the design standards and criteria given by ICOLD (International Commission on Large Dams) for dam height more than 15m or other international standard approved by the employer shall be considered. The height, length of dam axis will be determined by the proposer upon optimising the dam location. The upstream and the downstream slope of dam will be determined by the choice of dam construction technology. The minimum width of crest shall be taken as 9.0 m and will be designed to accommodate vehicular access road.

3.2.2. Diversion Works:

Diversion of water to make water free and clear in the location of dam to enable uninterrupted works of various components of dam project, cofferdam shall be constructed in the upstream of dam and water shall be diverted from there to the downstream site of dam by methods proposed by the bidders and approved by the employer representative. The diversion of water may or may not be used as the drain of dam eventually depending upon the suitability and method statement by the proposer.

3.2.3. Spillway:

Spillway will be appropriately located and designed. The capacity of spillway or open rectangular channel will be sufficient to pass maximum flood discharge caused by rainfall intensity of minimum 1000 years return period. The proposer shall consider the risk of dam embankment erodibility risk and uncontrolled overtopping leading to catastrophic failure.

3.2.4. Outlets:

Two numbers each of two types of outlets shall be provided across the dam section for the purpose of releasing waters of irrigation purpose, downstream water rights and emptying or lowering the reservoir in case of emergency, for inspection and maintenance of the dam, reservoir and appurtenances. Intakes shall be constructed at the entrance of water outlet, and it shall be enclosed by trash racks and screens. There shall be an upstream Control Valves capable of controlling the discharge through all ranges of flow. The size and assembly of outlet conduit shall be as per design approved by the Employer. Drainpipes shall be positioned such that the full reservoirs capacity except for a small silt storage volume can be discharged by gravity. The entire length of the outlet system shall be bedded on foundation materials of uniform density and consistency, preferably on

bed rock. However, the final alignment, configuration and structural the outlet shall be determined by the proposer after based on field investigations and excavation works.

3.2.5. Irrigation Conveyance

The length of the irrigation is estimated at approximately 60 km and will transport water by **gravity** from the water reservoir to the head irrigation area(s). The design and construction will involve supervising the construction of canal, including excavation, lining, and installing appurtenant structures like weirs, bridges, and regulators. The bid will include devices for measuring and controlling water levels and ensuring proper function of all conveyance components. Employer requirements includes lining will help reduce water loss and erosion, ensuring efficient water delivery. In any case the conveyance water losses will not exceed 10%. The bidder will include the specifications for materials, construction techniques, and safety measures, ensuring the conveyance fitness for purpose, longevity and effectiveness. The bid will include all cost for compliance with relevant laws and regulations related to water use, irrigation, and infrastructure development, as well as compliance with environmental regulations regarding water quality, erosion control, and potential impacts on wildlife. The normal conveyance capacity if estimated at 50m³/s, however, this will be validated by bidder by considering the catchment yield, proposed cropping schedule and irrigation water requirements.

3.2.6. Access Roads

There exists access by road to the vicinity of the proposed dam site up to some points. Beyond these points to the proposed reservoir, the proposer will provide access with approval of the Employer Representative and the park custodians. The proposer will identify impact of reservoir upon existing access road and circulation in the park and provide for remediation in their proposal. If necessary to improve the condition of the road, the proposer shall widen and lay granular sub base

3.2.7. Operation building and Quarters.

The project envisages building works that will be required during construction period and post-construction maintenance period for the purpose of accommodation and shelter during supervision of works, maintenance inspection by the Officers and Staff in-charge and security duty cum operation personnel at the dam site and along the canal. The bidder will propose the required temporary and permanent buildings in compliance with park management guidelines.

3.2.8. Preservation of park and Catchment Area/Security Fencing.

Preservation of park and catchment area is of utmost important in order to ensure a least disruption of the park biodiversity, clean and perennial source of water. The project proposal in its broad spectrum **MUST** be environmentally friendly. The proposer will familiarise with the Protected Areas Planning Framework, and thus endeavour to preserve the integrity of the protected areas making up the Tsavo Conservation Area and cooperate partners in the conservation and management of the Tsavo Conservation Area, while promoting appropriate and sustainable development in the greater TCA landscape. Measures will be taken to ensure the project does not threaten the existing environment and ecosystem since the area is a known natural habitat diverse and protected species of flora and fauna

At the same time, it would be desirable if wild animals and people do not reach certain operational sections of the reservoir without permission and watch of the security duty personnel. Hence, it is proposed to construct fencing around the specific infrastructure with access gate included.

3.2.9. 15,000 m³/day Potable Water Treatment Plant

The availability of adequate and wholesome water is critical for the success of the downstream irrigation development on Galana Farm and for the benefit to the neighbouring communities. Water treatment plant will be constructed at approximately 40 km downstream of the dam or suitably as located by the proposer with approval of the employer along the irrigation to provide tangent and intangent benefits to the people within and outside Galana Farm. The water treatment will allow;

- a. It is gravity water supply scheme to target areas
- b. Minimise required maintenance of gravity water supply

3.2.10. Tourism Scope

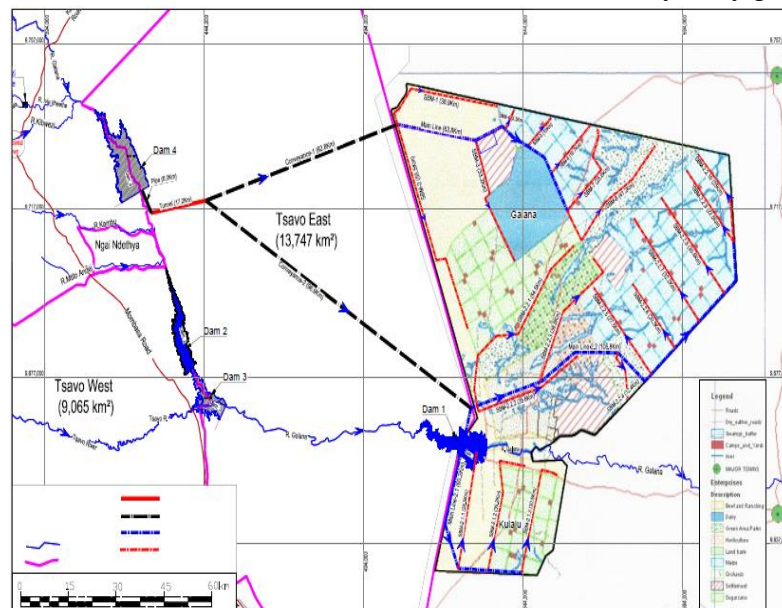
The dam site of the project may provide an excellent scope as a tourist spot. Project proposers though not specifically required are encouraged to include simple eco-friendly sanctuary that combines visitors attraction with supportive ecosystem. In establishing the layout and location of temporary and operations control buildings, the proposer will demonstrate consideration of touristic perspectives.

4. SITE INFORMATION

4.1. Project site and Land Information

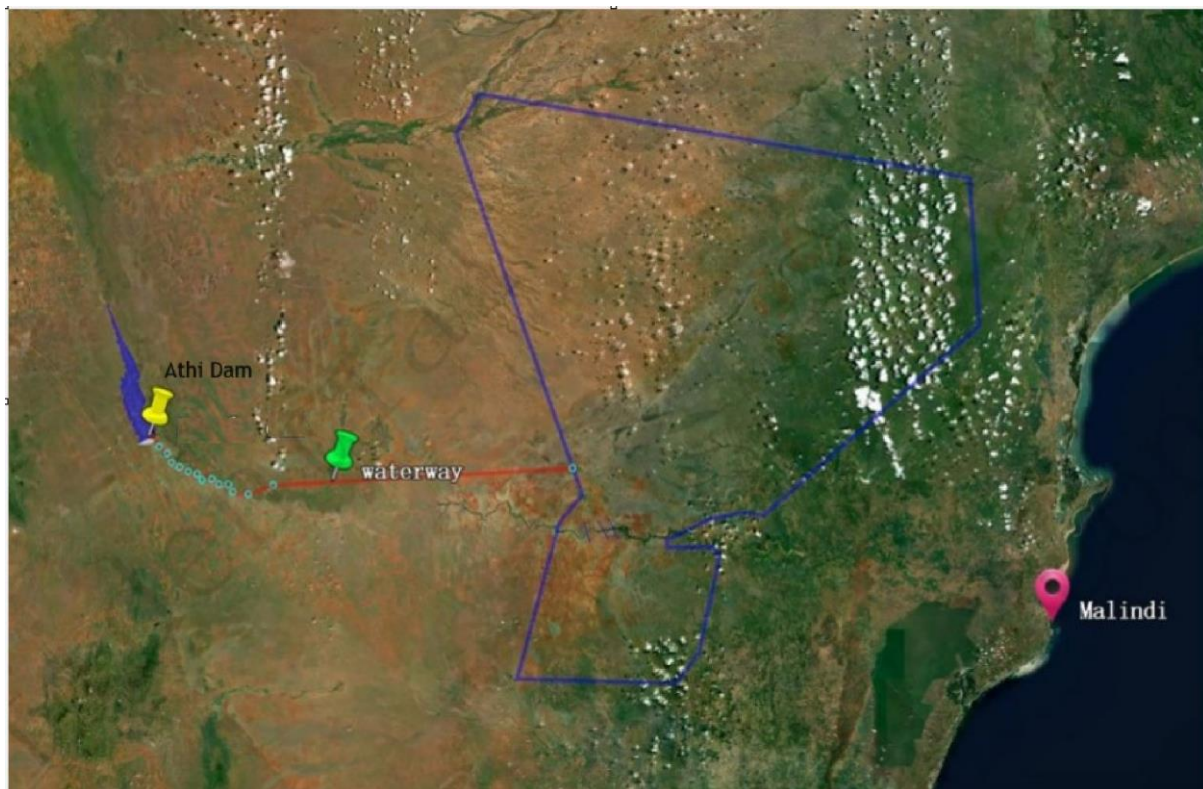
The proposed Athi dam is located in the lower reaches of Athi River. The technical scheme chooses from alternatives identified in different studies since 2014. Dam site 1 next to Galana farm has minimal conveyance cost but requires pumping. Dam site 2 is located slightly upstream of Galana River-Tsavo River confluence at 450 masl, approximately 116 km and will convey water to Galana farm through a gravity canal. Dam site 3 at the Galana-Tsavo confluence is approximately 90 Km from Galana at 400 masl; Dam site 4 is located downstream of Galana-Makindu River confluence along the Makueni County and Tsavo East National Park border. Water is then conveyed by gravity over 83Km (which include 6.6 km tunnel through Yatta plateau)

The land required for construction of impounding dam is a wildlife area which shall be acquisitioned from the custodian in accordance with the law and due procedures.



Prefeasibility study carried out

in 2015 had concluded potential yield for 2 billion cubic metres (BCM) dam storage at dam site 1. Validation studies in 2018 examined technical parameters of the proposed dam in particular the dam capacity and location, foundation, dam construction materials, quantities and cost, and observed that the proposed the location of the dam at site 1 was not ideal because it would entail pumping huge volume of water and the attendant energy requirement. At the same time, there is need to take into account the downstream impacts of the proposed Thwake dam, planned uses downstream of the Athi dam, and climate change impacts on the basin hydrology. Based on this, the new Athi dam is proposed in the vicinity of dam site 2 slightly upstream of Galana River-Tsavo River confluence, approximately 116 Km from the Galana farm, or dam 3 at the Galana-Tsavo river confluence approximately 90 Km from Galana;



Bidders may evaluate other dam sites and technical scheme. The location of the dam will determine the ease, cost of conveyance and energy requirement for irrigation distribution.

4.2. Site Access

In terms of accessibility, the proposed dam can be accessed through Voi or via Malindi by road. The roads inside the park connecting the site from either Voi or Malindi are generally graded and gravel roads in fairly good condition, and generally passable even during rainy season. Regular maintenance is required. The level of road standards requires the use of four-wheel drive vehicles. Access through the park is controlled and requires prior authorization from the Kenya Wildlife Service (KWS). Common means of transport for construction worker to the proposed construction area is not available.

The proposed works will be located across the two sides of the river. The available river crossing points are inadequate and far apart. Considering the seasonal swell of the river during the rainy season, bidders will devise their own methods of crossing and connecting construction activities across the two sides of the river such as using cable car-like equipment or bridge.

4.3. Topographic Information

The target irrigation area in Galana is located in the coastal lowlands. The topography of the area is largely flat. The slope of the site ranges from 0 to 4.4 percent. More than 80% of the project area has slope less than 1%. The farm is approximately 270 masl on the higher end and 40 masl on the lower side next to the river. The nature of topography makes the project area suitable for irrigation and mechanized farming, requires careful planning of the conveyance infrastructure to main gravity flow and location of cross drainage.

4.4. Environmental and Social Information

The Tsavo Conservation Area (TCA) is the largest protected area complex in Kenya. It a vast and ecologically significant region in Kenya, covering over broadly 42000 km² or approximately 8% including five parks in total: Tsavo East, Tsavo West, Chyulu Hills, South Kitui National Reserve, and various ranches such as those in Galana, Taita, Kulalu, and Amboseli, as well as surrounding private and communal lands. This larger conservation area is crucial for the connectivity of wildlife corridors, ensuring the safe movement and migration of species across vast landscapes. The size and variety of the TCA make it a critical region for wildlife migration corridors and biodiversity conservation, a vast conservation complex extending from Kitui South National Reserve in the North, Chyulu hills to the West, MacKinnon Road to the East and following the Kasigau corridor down to Mkomazi (Tanzania) its Southern extremities.

The wider Tsavo conservation area harbours Kenya's largest elephant population, at 40% of Kenya's total elephant population, as well as 18% of Kenya's black rhino population, much of which live in the Ngulia Rhino Sanctuary. In addition, numbers of the critically endangered Hirola and endangered Grevy's zebra. The Tsavo Conservation Area is one of the most-visited protected areas in Kenya; however, as the majority of visitors remain in the southern parts of Tsavo East and the northern parts of Tsavo West, much of the area has remained undisturbed. However, the Conservation Area is bisected by the Nairobi–Mombasa Road, the Uganda Railway and the newer Mombasa–Nairobi Standard Gauge Railway (SGR). Underpasses for wildlife have were built as part of the construction of the SGR, and radio-collaring has been used to monitor impact on movement of elephants between the two Tsavo East and Tsavo West National Park.

The core of the TCA are three major national parks that form the protected area: Tsavo East, Tsavo West, and Chyulu Hills. These three parks are the primary conservation zones within the TCA, collectively forming a landscape of varied ecosystems, from savannahs to volcanic hills, and serving as critical habitats for large wildlife populations, including elephants, lions, and rhinos. The Tsavo East National Park where the project is located was established in 1949 and is

approximately 13,747 km². The park is characterised by vast savannahs and open plains. The Tiva and Galana rivers flow through Tsavo East, creating vital water sources for the wildlife.

4.5. Geological Information

The geology of the project area is described in the “Geology of the Mid- Galana Area” by L.D Sanders, 1953. This stretch of land is underlain by the Duruma Sandstone series. The Duruma Sandstone Series consists of grits, sandstone and shales, lacustrine (lake) sediments deposited in Triassic times. The Duruma Sandstone Series forms a part of the Karroo System, whose outcrops are found as far as South Africa and they vary in age from Permian (lower Duruma Series) to early Jurassic (Upper Duruma Series). In Kenya this series is divided into the;

- i. Taru Formation (Lower Duruma Series) which covers Taru area. It adjoins the Basement rocks of the metamorphic system which cover the stretch of land further north-Westward along the Nairobi-Mombasa Highway e.g. the MacKinnon road, Bachuma, maungu, voi, Tsavo, Mtito Andei areas.
- ii. Maji-ya-Chumvi Formation (Middle Duruma Series) which covers the maji ya Chumvi Area
- iii. Mariakani Formation (Middle Duruma Series) which covers the Mariakani Area
- iv. Mazeras Formation (Upper Duruma Series) which covers the Mazeras area

The rocks within the Galana-Kulalu dam site and reservoir area, consist of schists and gneisses of the Basement System which are overlain by grits, sandstones, limestones, shales, greywacke and conglomerates ranging in age from Upper Carboniferous to Triassic and known collectively as the Duruma Sandstones and Basement System.

The proposed Athi dam site is in a region which is not seismic active and not prone to earthquakes. However, Kenya is crossed by the East African Rift System at the central region. The East African Rift is seismically and volcanically active and this has



Geological Map showing the major Rock boundaries.

resulted to ground deformation within the Rift System. The evaluation of historical and recent earthquake data shows that magnitude 6.0–7.2 earthquakes at relatively shallow depths of 10–30 km is a common occurrence along the Kenya Rift Valley and the Davie Ridge in the Mozambique Channel.

There are three main geological units encountered in the proposed dam area, include the Paragneisses of the basement system to the east, the Duruma Sandstones of the Permian age and the Tertiary Phonolites that run Northwest- Southeast forming the Yatta Plateau. The phonolites are thus surrounded by the gneisses. In the middle section of the map the Sandstones are faulted against the gneisses of the basement system forming a shear zone that divides the eastern and western part of the map.

Suitability of the Bedrock for Dam Support

The unconfined compressive strength (UCS) is the maximum axial compressive stress that a right-cylindrical sample of material can withstand under unconfined conditions i.e. at zero confining stress.

Rock Name	Standardized UCS Range(MPa)		Ave. Density (Kg/m³)	Strength Classification (BS 8004)
	From	To		
Biotite Gneiss	80	250	2730	Strong
Duruma Sandstone	40	120	2550	Strong
Tertiary Phonolite	20	130	2580	Strong

Preliminary geological assessment of based on the high range of compressive strength as shown in the table above and low permeability characteristics of the gneiss bedrock found at site 2, site 3 and site 4, the bedrock is judged to be strong enough and sufficiently watertight to support the core of the dam. Albeit the 75 to 80 degrees' foliation dips and surficial fractures (sometimes up to 1m deep) observed on the surface the rock is massive and watertight once the fresh surface is encountered. A shear zone observed downstream of Lugard Falls extends about 16km eastwards past the contact between the sandstone and the Gneiss. This area should be evaluated as it possesses great risk of water loss and poor dam foundations.

The Phonolite rock the Yatta plateau provides a strong and stable foundation for tunnelling works. The canal route is mainly biotite gneiss which is sufficient for water transmission with little losses.

A challenge is however noted a few kilometres to the east of Ndiandaza where a shear zone is encountered.

The floor of River Tiva is mainly composed of compact biotite gneiss which is watertight and provides a very good natural canal for the water downstream. Excavation by a handheld shovel revealed intense siltation and water observed in the shallow pits were evidence of the water retention capabilities of the river canal.

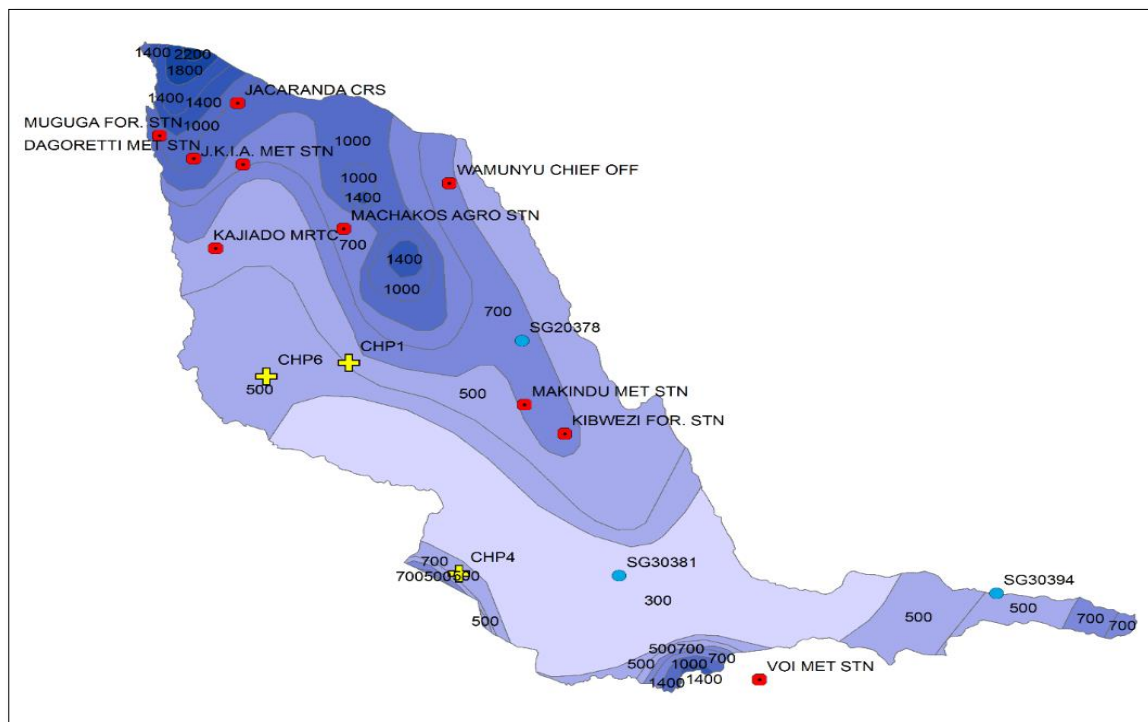
4.6. Climatic and Environmental conditions

The climate across the catchment is variable, typically being sub-humid in the upper zone, semi-arid in the middle zone and arid in the coastal zone, except for the immediate coastal strip which typically has a sub-humid climate. The catchment receives two rain seasons: the long rains from March to May and the short rains from October to December. The long rains season has an average of the 270 millimetres with the short rains season having 256 millimetres. The mean annual rainfall distribution in the catchment is quite varied with some areas receiving over 1000 millimetres and other areas less than 250 millimetres. The coast strip and the upper part of the catchment, Taita-Taveta area and areas near Mt Kilimanjaro receive substantial amounts. The Northern parts of Kilifi and Taita districts, parts of Kajiado receive minimal rainfall. Most of the rainfall in Kenya is received during the long rain season of March, April and May (MAM). During this season, flooding of the lower Athi River is experienced owing to the large volumes of storm water being generated in the lower reaches of the catchment. highlighted before, the annual rainfall above the coast strip and upper parts receives much of the rainfall. The catchment receives rainfall amount ranging from below 200 millimetres to about 700 millimetres. The middle part of the catchment receives rainfall amounts much below the upper and coastal areas. The short rain season in Kenya occurs in the month of October, November and December usually referred to as the OND season. This season is more stable in terms of distributions and hence more suitable for food production. During this season, the rainfall is quite well distributed in the whole catchment. However, some areas still receive less than 250 millimetres. Again, it is evident from the analysis below that the coast strip and upper parts receive much of the rainfall. The catchment receives rainfall amount ranging from below 150 millimetres to about 600 millimetres during this season. Based on the above rainfall analysis, it is evident that the rainfall distribution is quite varied within the Athi river catchment. The upper catchment plays the major role in terms of water resources contribution to the catchment. Due to human habitation and population growth, the upper reaches of the catchment is undergoing major environmental transformation. Climate change impacts should also be expected to play part in terms of water availability and distribution. In terms of water quality, the headwaters of this catchments pass through numerous urban centres including the capital city of Kenya, Nairobi. The

quality concerns cannot be ruled out. However, due to the long stretch of the river and owing to the river self-purification factors, the water is expected to be good for irrigation at the point where the proposed irrigation is situated. Economically, the basin drains an area that is very active, with high potential in terms of agriculture and industrial basis. The area is relatively urbanized hosting some of the major urban centres in Kenya that include Nairobi, Mombasa, Thika, Machakos, Malindi and Voi. Overall, the Athi River Catchment Region is home to a human population of 10.5 million according to 2019 estimates representing approximately 20% of the national population. The projected compounded population growth-rate is 3% p.a. Athi catchment is a particularly water-scarce catchment with annual endowment of less 150 m³ per capita, far below the national average endowment of 415 m³ per capita per year in 2019. This coupled with low investment in water storage infrastructure the volume of surface water in storage per capita has been declining from 27 m³ in 1970 down to 7 m³ in 2007, and this is neglecting any loss of storage due to low maintenance. Consequently, the low per capita storage reduces the reliability of supply and increases its vulnerability to minor variations in rainfall emanating from the climate change. The catchment is characterized by high evaporation rates throughout the year. The lower reaches where the project site is located, evaporation is in excess of 1900 mm per year against mean annual rainfall input of 500mm per year.

4.7. Hydrology and Water Resources

Athi river catchment is one of the main five river basins in Kenya. It is named after the longest river in the catchment that has an average length of 591 kilometres and second longest river in Kenya after Tana River. The north most part of the catchment is in the Aberdare's ranges and extends to the Indian Ocean. The river drains a basin area of approximately 67,000 km² (approximately 10% of land surface in Kenya). The upper part of the river is what is known as Athi with the lower course as it enters the Indian Ocean known as Galana/Sabaki River. Athi Catchment ranges in altitude from 2600 m to 1,500 m above level (masl) in the upper zone, 1500 – 560 masl across the middle zone and 560 masl to sea level in the coastal zone. Apart from the numerous small feeders of the upper river, the main tributary is the Tsavo River, from the east side of Kilimanjaro that joins it at about 3° S. The river enters the Indian Ocean in 30 12' S near Malindi town. Apart from the rural communities the rivers of the catchment support, they support the urban cities of Nairobi the capital city of Kenya as well as Mombasa, the second largest city. Figure below shows the rainfall distribution in Athi River catchment and location of rain gauging stations.

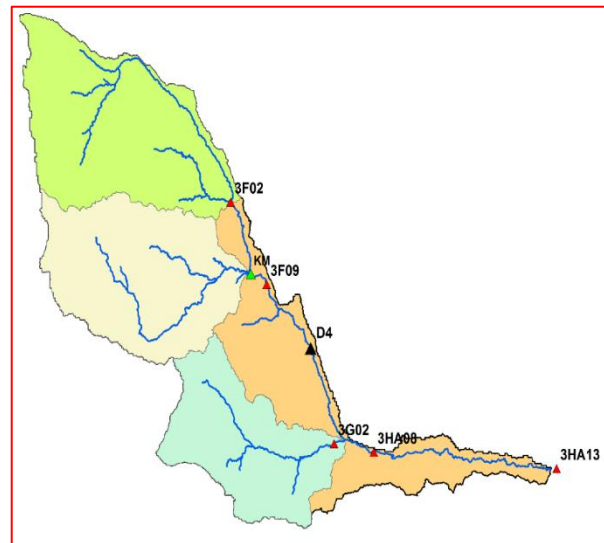


The required River flow data is available obtained from Water Resources Authority (WRA). In total five RGSs have data though there are data gaps at ranging from a few days to a few years. In some cases, the data from one station seem to be based on different rating curves and in other stations the data were inconsistent probably due sedimentation/deposition of the river near the gauge sites. The Bidder will employ efforts to fill in gaps where possible and determine develop the calibrated basin model to determine catchment water yield. The location and data coverage of the river gauging stations in the Athi River catchment and the stream is shown in the figure and table below.

RGS	Location	Latitude	Longitude	Start Date	End Date	Number of Years covered	Percent missing data
3F02	Athi Mavindini	-1.78869	37.84395	18/03/1953	29/05/2013	61	43%
3F09	Athi Kiaoni	-2.37946	38.07427	01/04/1980	28/04/2017	38	60%
3G02	Tsavo	-2.99662	38.45732	08/04/1949	28/06/2015	67	39%
3H08	Athi Lugards Falls	-3.03909	38.69276	01/03/1973	03/03/1990	18	48%
3HA13	Athi Sabaki	-3.12093	39.77860	17/02/1982	29/07/2015	34	53%

The hydrological studies assess the potential sediment yield, considering the reservoirs under construction upstream which will retain sediments.

Based on preliminary hydrological feasibility of the source river and considering various engineering options available, the design of conveyance canal will be optimized for the irrigation 200,000 acres to the Galana Farm approximately 60km downstream of the dam location.



4.8. Ground water

A review of literature regarding the potential of ground water in the Project area provides only limited information. The coastal region has enormous potential in terms of ground-water resources as a result of its geological structure which promotes rapid infiltration and percolation of surface runoff to recharge. The rate of ground water yield varies from place to place depending on geological influences, physiographic and hydraulic factors. The Galana-Kulalu Food Security Project lies approximately between 80 - 200m asl. Therefore, ground water exploration within the project area would entail development of boreholes that are not greater than 200m asl. These depths may not yield significant amount of water and would result in sea water intrusion in to the abstracted water hence being unsuitable for irrigation on the lower ground, Groundwater exploration should be considered outside the Galana-Kulalu Project area at higher grounds.

Groundwater could be used to supplement surface water used for irrigation especially in the irrigation technologies requiring less volume such as greenhouses and drip irrigation. Other uses could be in domestic and livestock. Though some sources estimate groundwater potential was based on annual recharge at about 400 million cubic metres, at the moment data/information is not available to assess the actual contribution from this resource. Some other information related to the existing boreholes within the project area show that boreholes were developed in the early 70s and many of them are dry and yield saline water. Hence, groundwater is not part of the scope for this project.

5. BIDDER'S REPRESENTATIVE AND KEY PERSONNEL

Sn	Position/specialization	Name of candidate	Relevant academic and Professional qualifications	Relevant work experience
1.	Project Manager/Contractor Representative			
Key Personnel for Design				
2.	Dam Engineer (Lead Dam Expert)			
3.	Hydraulic Engineer (Lead Conveyance Expert)			
4.	Environmental			
5.	Sociologist			
6.	Hydrologist			
7.	Health and Safety Specialist			
8.	Structural Engineer			
9.	Mechanical Engineer			
10.	Dam Instrumentation			
11.	Geologist / Geotechnical			
12.	Land and Geospatial Surveyor			
13.	Biodiversity Specialist			
14.	Irrigation Engineer			
15.	<i>[Modify/add others as appropriate]</i>			
Key Personnel for Construction and Installation				
16.	Site Agent			
17.	Construction Manager – Dam			
18.	Construction Manager - Canal			
19.	Environmental Specialist			
20.	Health and Safety Specialist			
21.	Social Specialist			
22.	Biodiversity Specialist			
23.	Land and Geospatial Surveyor			
24.	Site Superintendents (6 Nos)			
25.	Structural Engineer			
26.	Mechanical Engineer			
27.	Electrical and Dam Instrumentation			
28.	Contract and measurement Engineer			
29.	<i>[Modify/add others as appropriate]</i>			
Key Personnel for Operation and Maintenance				
30.	Operation and Maintenance Manager			

31.	Superintendents (minimum 6 nos)			
32.				

6. DOCUMENTS TO BE SUBMITTED BY THE BIDDER

The Bidder shall submit the project document to the Employer and Employer Representative for review and for No-Objection (*Conditions of Contract 5.2*)

Design, drawings, Specification and Bill of Quantities shall be submitted in sufficient details to allow the Employer interrogate admissibility of cost and suggest Value Engineering proposals. The Bill of Quantities quoted shall clearly indicate where provisional and value Engineering upon completion of detailed design or actual executed quantity may benefit the Employer. The contract price is fixed for the quantities specified in the tender documents.

6.1. Work Programme

The Work Programme shall present enough details regarding the Detailed Design Phase, Construction, commissioning/testing and Operation and Maintenance. The programme shall be in the form of a critical path network, together with bar charts. The particulars to be shown on the programme shall include:

- The schedule shall take into account time needed, for the Design Review and modifications of the Detailed Design, according to comments of the Employer and Employer Representative.
- Work breakdown structure showing civil construction sequences and their interconnections.
- Ordering periods for equipment;
- Manufacture periods for equipment and factory tests;
- Delivery periods for equipment;
- Installation periods for equipment;
- Dry and wet test periods;
- Tests on completion (commissioning tests);
- Indicating important design and construction milestones;
- The Work Programme shall reflect at all times the environmental, social, health and safety (ESHS) management and action plan.

The Bidder shall be solely responsible for internal coordination and management of the design, construction process, 3-year operation and maintenance period, and 1-year DLP that starts immediately at the end of the 3-year operation and maintenance period. Consent to the Bidder's programme by the Employer Representative shall not relieve the Bidder of his duties and responsibilities under the Contract.

The programme shall make reasonable allowance for any work to be carried out by other Bidders to be engaged by the Employer. The time for completion of the works and sections thereof shall correspond to the periods prescribed in the Contract.

The Work Programme shall be updated when requested by the Employer Representative to show actual progress and any revisions necessary to achieve completion. The software for project programming and implementation shall be "MS Project", or similar scheduling software.

Detailed Design shall be completed within the initial 6 months design phase commencing immediately after contract signing. After the design phase, construction shall take maximum 48 months, followed by 3-year Operation and Maintenance and then 1-year DLP.

The outline programme shall be as follows:

Commissioning and Mobilization.	Site mobilisation shall start immediately at the ' Order to Commence ' issued by the Employer's Representative and completed within 3-months.
Draft Detailed Design (3 months)	Additional site investigation works (if any), preparation of Draft Detailed Design and drawings and submission to Employer Representative. (hold regular meetings between design team and review team in order to shorten the review period).
Review (1 month)	During this phase the review team shall review submitted Draft Detailed Design and drawings and issue comments and remarks. Hold design review workshop upon Draft Detailed Design and drawings in order to shorten the review period).
Final Detailed Design (2 month)	After receiving all relevant comments, the Bidder shall include comments and issue the final version of Detailed Design documents. Detailed Design for section of the work might be accelerated to allow for early commencement of Works
Construction period (Preferably 36, but not exceeding 48 months)	Starts directly after the design period or completion of detailed design for the section of the Works. This period includes the construction and completion of all physical works (dam, conveyance canal and ancillary works), Testing and Commissioning.
Testing and Commissioning of Works	This shall be done during the last 3 months of the Construction Period at the cost of the Bidder. If works have been satisfactorily completed and operate as intended then a Substantial Completion Certificate is issued to the Bidder
Operation and Maintenance (36 months)	The bidder is responsible to operate and maintain the system for a period of 3 years (36 months) after Substantial Completion at no additional cost to the Employer and simultaneously remedy minor defects and deficiencies recorded at Substantial Completion in the manner agreed with and approved with the Employer Representative.
Inspection for Hand-Over	This shall be done during the last 3 months of the Operation and Maintenance period at the cost of the bidder. A snagging items list shall be developed. The bidder shall undertake, at his own cost, any repairs, replacements etc, as indicated in the snag list, within the last 3 months of the Operation and Maintenance period to enable issuance of a Taking-Over Certificate where the Bidder hands over the works back to the Employer and the Employer takes over the works from the bidder

Covering use of all vehicles used by the Bidder or its Sub-Contractors in connection with the supply and installation of the facilities. To be in force at start of construction period. To be presented to Employer Representative on special request.

6.2.5. Workers' Compensation

In accordance with the statutory requirements applicable in the Republic of Kenya. To be presented to Employer Representative at start of construction period.

6.2.6. Employer's Liability

In accordance with the statutory requirements applicable in the Republic of Kenya

6.2.7. Design insurance

Professional indemnity insurance, which shall cover the risks of professional negligence in the design of the works. The limit shall be not less than 10% of the Contract amount.

6.2.8. Other Insurances

The Bidder is also required to take out and maintain at its own cost any other insurance, which may be deemed necessary to implement the Contract.

In particular insurances for Employer's and Employer Representative's personnel, and the means of transport (vehicles), which will be provided by the Bidder and used by Employer's and Employer Representative's personnel during the implementation period.

6.3. Quality Assurance Plan

The Bidder shall develop the Quality Assurance Plan and submit it for approval to the Employer Representative as soon as practicable after the contract signature date.

6.4. Topographical survey

The Bidder shall prepare topographical Survey sufficient for his detailed design preparation. The bidder shall therefore undertake further surveys and shall submit the Report to the Employer Representative for information, within one month after completion of the field works. The topographical investigations shall be at no additional cost for the Employer and will not entitle the Bidder to any contractual time extension.

6.5. Geotechnical survey

The Bidder shall undertake geotechnical investigations that he deems necessary to support his design and the calculations presented within that design. The Employer Representative shall receive a copy of the Geotechnical Report, within one month after completion of the field

works. The additional geotechnical investigations shall be at no additional cost for the Employer and will not entitle the Bidder to any contractual time extension.

6.6. Environmental, Social, Health and Safety Management Site and Action Plan

Prior to start of construction the Bidder has to acquire EMCA Licence, prepare and submit Environmental, Social, Health and Safety Management Plan (ESMP). This document has to be followed-up during the whole construction period, monthly reports submitted. The plan shall be updated regularly on a quarterly basis. The Bidder shall be responsible to comply with requirements of EMCA and all other Laws of Kenya at no additional cost to the Employer.

6.7. Design Documentation

All documents, prepared by the Bidder for approval of the Employer Representative and the authorities, shall be adequate for the purpose, meeting required standards and fully in accordance with national laws and the Employer's Requirements.

Preparation of the documents and drawings to be submitted by the Bidder shall be conducted by the Bidder's Design Manager. The Design Manager shall, within 21 days after the Commencement Date, submit the preliminary content of the detailed design, including the draft list of drawings for the Employer Representative's approval.

All drawings shall be in the form of black lines on a white background and shall bear the following information within the title block and such other information as is required to be shown to comply with the Quality Assurance requirements:

- Employer:
- Employer Representative:
- Contract Title:
- Project No:
- Drawing Title:
- Scale:
- Date:
- Drawing Number:

All drawings, shall be listed on a schedule and the schedule sub-divided into parts, i.e. process, hydraulic, architectural, structural, building installation, mechanical and electrical.

All layout and arrangement drawings shall be to scale and shall include a graphical scale. All dimensions shall be given in SI units. Drawings shall not exceed A1 format. All line thicknesses, text height and text style shall comply with ISO standards. Calculations and other documentation shall include a cover page giving at least the same information as required to be shown on the drawings.

6.8. Stages of Design Submission

The Bidder shall submit drawings and other information required, to the Employer Representative for approval as follows:

6.8.1 Preliminary Design and Information

Within the period stated in the Bidder's Programme the following preliminary drawings and information shall be submitted for interim approval:

- (a) General layout of the dam, and alignment within the river valley, and the surrounding topography
- (b) Reservoir area layout and its approximate size
- (c) Dam cross-sections drawings.
- (d) Dam Foundation drawings and diversion of the river during construction.
- (e) Preliminary Spillway drawings
- (f) Conveyance system layout and Hydraulic profiles.
- (g) Plant and M&E installations.
- (h) Process control, instrumentation and interconnection diagrams.
- (i) Contractor camp layout including utility and welfare services.
- (j) Employer representative office and accommodation camp layout
- (k) Preliminary water treatment plan
- (l) Preliminary O&M plan

6.8.2 Detailed Design and Information

Within the period stated in the Bidder's Programme the following detailed drawings and information shall be submitted for approval before start of Construction:

- 6.8.2.1** Design Report
 - 6.8.2.2** Dam, structural, hydraulic and electrical calculations.
 - 6.8.2.3** Structural details, drawings and reinforcement bending schedules.
 - 6.8.2.4** Detailed dam drawings
 - 6.8.2.5** Conveyance system profiles, sections, cross drainage, underpasses and overpasses
 - 6.8.2.6** Mechanical equipment in detail, performance, connections, materials used, product type and casing broken down to machine units.
 - 6.8.2.7** Routing diagrams for all services.
 - 6.8.2.8** Electrical calculations including power supply sizing.
 - 6.8.2.9** Building details.
 - 6.8.2.10** Landscaping and fencing details.
-

- 6.8.2.11** Drawings and other information submitted at the previous stage, which have been revised or updated shall re-submitted.
- 6.8.2.12** Final designs of Engineers offices, housing including a suitably sized water treatment and supply system
- 6.8.2.13** Final designs of Engineers offices, housing including a suitably sized water treatment and supply system
- 6.8.2.14** Labour camp and Facilities for Bidder staff
- 6.8.2.15** Shop Drawings, Method statement and Material Certificates
- 6.8.2.16** Pre-shipment inspection certificates for mechanical and electrical parts

6.9. Progress Reports

During the first week of each month the Bidder shall submit a progress report to the Employer Representative. The report shall show progress to the end of the preceding month, in accordance with the approved programme.

As part of the Progress Report, the Bidder shall submit an ESHS activity report summarizing all ESHS initiatives implemented in relation to the execution of the works during the reporting period to the Employer Representative on a monthly basis.

The report shall show the position of all activities required under the Contract: design, drawings, procurement, manufacture, works tests, delivery, erection, testing and commissioning. For visualization, the Bidder shall use (extracts of his) project information models (PIM), showing progress and extent of works.

Any delay shall be detailed by the Bidder, together with the proposed action to overcome the delay.

At least every two weeks the Employer Representative will call for progress meetings, in his office or at the site, as he deems necessary to consider the progress of the Contract. The Bidder's Project Manager/ Representative shall attend all such meetings.

6.10. Method Statements, Material approval, Shop drawings

The Bidder shall provide in writing a general description of the arrangements and methods, which the Bidder proposes to adapt for the execution of the Works. An overall Method Statement, describing generally all works, shall be submitted to the Employer Representative at the same time, as the Bidder's Programme for the Works.

Additional detailed method statements shall be submitted in due course of construction, which shall show in detail the methods proposed by the Bidder for carrying out the principal activities of Construction. In particular, the Bidder shall indicate the resources (plant, personnel, materials) to be allocated, their timing and sequencing, emergency/contingency measures, and any other information required to clearly detail the proposed methods. The statement shall be supported by sketches, diagrams or other supportive detail to enable a clear understanding of the method and significance of each step of the operation or work. No work shall be carried

out until a method statement or shop drawings has been submitted to and approved by the Employer Representative.

The Method Statement and shop drawings shall be submitted at least 28 days before commencement of the proposed operation or work.

Any product or substance used by the Bidder or its Sub Bidders, which is toxic or hazardous shall be identified to the Employer Representative by the Bidder's submission of a Material Safety Data Sheet and in accordance with the ESHS proposed management and action plan.

6.11. Operation & Maintenance Manual

The Bidder shall prepare and submit for the approval of the Employer Representative "user friendly", Operation and Maintenance Manuals for the Works, in English, which shall describe the complete functions and requirements for start-up, operation, maintenance and taking out of operation. The Manual shall consist of the Master Manual, which covers the integral operation of the whole plant as well as manufacturers' manuals for individual equipment.

The preparation of the manual shall be carried out by personnel who are trained and experienced in the operation and maintenance of the plant described, and are skilled as technical writers to the extent required to communicate essential data, and are competent to prepare the required drawings and documentation.

Each volume of the manual shall be identified both on the front and on the spine, with the typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", the title of the project and the identity of the general subject matter covered in the manual. The text and drawings shall be placed in commercial 3 or 4 ring binders with durable and cleanable plastic covers.

Each manual volume shall contain a neatly typewritten table of contents arranged in a systematic order.

It shall include the necessary descriptions, concerning O&M of civil structures, mechanical and electrical equipment, system control, water quality control, safety, record keeping, emergency measures and shut down.

All information in these manuals shall apply specifically to the plant and equipment being supplied and the documentation shall be free from irrelevant matters. Manuals shall relate to as-built conditions and shall include all necessary drawings and diagrams for a proper understanding of the Plant.

The Operation and Maintenance Manual shall be supplemented with a Maintenance Plan, which shall consist at least of the following:

- Spare Parts Replacement Schedule.
 - Routine maintenance activities, which shall be performed at intervals. This plan shall show daily, weekly, monthly, and quarterly, half-yearly and yearly maintenance activities regarding each component of the Works.
 - Maintenance Database, with the purpose to enable archiving and QA/QC of
-

all Routine and Emergency Maintenance activities for each component of the Plant.

- All Maintenance Plan documents should be prepared in way, which shall enable flexibility in changes based on Plant operation experience.
- All necessary, schedules, data-sheets, drawings, certificates, diagrams, etc.

The manual shall be updated and complemented continuously, during the Commissioning and Testing, as well as during the DLP. Prior to the end of the DLP the final O&M manual shall be elaborated and submitted to the Employer Representative for approval.

6.12. Plan for the commissioning period

The Bidder shall operate the plant during the commissioning period of three months, after the construction period. Simultaneously the training for the Employer staff shall take place.

The **Substantial Completion Certificate** shall not be issued until the Bidder has submitted the completed and approved Standard Operation Procedures Manual.

6.12.1 Tests on Completion

The cost for initial operation (three months) during Tests on Completion shall be borne by the Bidder (mainly power, consumables, O&M staff, and training costs), which have to be included in the Schedules of Prices. Bidders are required to include in their tender, the cost of Tests on Completion.

6.12.2 36 Months Operation and Maintenance by the Bidder

The costs during the 36 months O&M by the Bidder shall be borne by the Bidder (including but not limited to: power, consumables, O&M staff, and training costs etc), deemed to be included in the Schedules of Prices. Bidders are required to include in their tender, the cost of operation and maintenance for the 36 months operation and maintenance after substantial completion.

6.12.3 Training and Capacity Development Plan

The Bidder will be required to submit;

- i. Training and Capacity Development Plan
- ii. Knowledge Management Plan

The training for the newly recruited staff and interns, as well as Capacity and Professional Development and Plan for Employer, Employer Representative and Bidder's staff. This is to include classroom training, on-the-job training and overseas training, in order to provide a theoretical understanding of the project and get familiar with the equipment in use and deepen general expertise in similar project.

The bidder shall submit with the bid the proposed Training and Capacity Development Plan. The TCD plan shall be finalised early enough to accomplish in time the following expected components of operation:

- Training of Staff of employer staff in relevant project design
- Training of Staff on all aspects of the operation and maintenance of the Works including the reservoir, canal and all ancillary works.
- Establishment of stores inventories.
- Set up of maintenance management systems.
- Set up of operational software and administrative systems.
- Health and safety considerations

Tests of employees' competency shall be included, backed-up by appropriate certification and training records. Provision shall be made for re-training at regular periods, and re-certification.

The TCD shall be carried throughout the project period. The Employer shall determine the number of staff to be trained and shall provide, to the bidder, the full identifications and qualifications of such staff before training commences. The Training of staff shall be at no additional cost to the Employer.

6.12.4 Bidder's Staffing Plan for the O&M

The Bidder shall propose a staff plan defining members and types of staff to be employed to operate the Works during the 3-year O&M commencing at substantial completion. This would include:

- Staffing levels;
- Training needs;
- Job descriptions;

6.13. As-Built Drawings

The Bidder shall provide a complete and accurate set of all drawings to detail parts of the permanent works, regardless of whether such details were originally prepared by the Employer Representative or by the Bidder, his sub-Bidders, or suppliers. This set of drawings is referred to as "Bidder's As-Built Drawings".

During manufacture, installation, or construction, the original drawings shall be progressively marked up to show any changes, which may become necessary, and to show correct dimensions, sizes, equipment details and the like so as to provide a complete and accurate record of the part of the permanent works covered by such drawings.

The Bidder's As-Built Drawings shall be completed and submitted to the Employer Representative within one month of the time that the work detailed on them is completed. Each drawing shall be certified by the Bidder as being a complete and accurate record of the work detailed on it. A copy of the current drawings shall be kept on site, at all times available for inspection by the Employer Representative.

The **Substantial Completion Certificate** shall not be issued until the Bidder has submitted the completed and approved As-Built Drawings.

6.14. Submission and Approval of Bidder's Documents

All drawings and documents shall be prepared by the Bidder within the time specified in the approved Program of Works and shall be submitted for examination and approval to the Employer Representative. Within his authorities, the Employer Representative is responsible for examination and approval/rejection of the Bidder's Documents including the Detailed Design.

6.13 Indicative schedule for Submission of Documents

The following is the indicative schedule of the documents to be submitted. The bidder will provide an updated schedule in their Submission of the Engineering Part

No.	Document	No. of copies Hardcopy + Digital	Submission
1	Work Programme + Gen. MS	3+1	Commencement date + 28
2	Insurances	3	As specified in the Contract data sheet or +28 whichever is sooner
3	Quality Assurance Plan	3+1	Commencement date + 28
4	Topographical survey	3+1	Commencement date + 56
5	Geotechnical survey	3+1	Commencement date + 56
6	Social and Environmental Action Plan (SEAP) Worksite Environmental and Social Management Plan (W- ESMP) Site Environmental Protection Plan (SEPP) Health and Safety Plan	3+1	Commencement date + 28
7	Preliminary Design	3+1	Commencement date + 2 months
	Reference design codes and standards in English	2+1	Commencement date + 28
8	Draft Detailed Design	3+1	Commencement date + 3 months
9	Detailed Design	3+1	Commencement date + 6 months
10	Value Engineering Proposals	3+1	Commencement date + 6 months
11	Progress Reports	3+1	Monthly
12	Material approval, Method Statements, Shop drawings	2+1	28 days prior to execution
13	Draft O&M Manual	3+1	28 days before substantial completion
14	Plan for the commissioning period	3+1	3 months before substantial completion
15	Staffing and Financing Plan for O&M Period	3+1	28 days before substantial completion

16	Training and capacity Building Plan	3+1	Commencement date + 28
17	Draft As-Built Drawings	3+1	28 days before substantial completion

7. MILESTONE (*Conditions of Contract 4.25*)

- 7.1.** Offices, accommodation and Facilities for Employer Representative - CD + 6 months
- 7.2.** Irrigation conveyance system to command area - CD + 24 months.
- 7.3.** Water Treatment Plan - CD + 18 months

8. SPECIFICATIONS

8.1. General:

All designs-hydraulic and structural shall be done by the successful bidder as per latest prevailing codes. He shall fully assess the intent of the Government in providing designs and construction of project and supply of material which are functional, technically suitable, economical and easy for maintenance and operation. Approval to the design will be given by the Employer Representative on behalf of the Employer.

8.2. Contract, Drawings, Documents and Manuals:

The Bidder shall prepare and submit design calculations, drawings, with all necessary plans, elevations, sections giving copies design standard adopted in English, their specifications, details of connections, type adopted, approximate quantities therein in six (6) sets. General arrangement and design drawings with detailed design calculations shall be submitted to for approval within stipulated period from the date of award of the Contract.

Approval of the Bidder's design drawings and documents means that these are checked for conformity with applicable specifications and general conformity with the engineering requirements covered in the specifications. Approval of the Bidder's design drawings and documents shall not relieve the Bidder in any way whatsoever of any of his responsibilities under the Contract and the Bidder shall remain wholly responsible for any error in his design drawings, approved or otherwise. Only approved drawings shall be used for construction.

The Bidder shall not make any change in the approved design drawings without the prior approval of the Employer. Manufacture or procurement or fabrication prior to approval of design drawings shall be solely at the Bidder's risk.

8.3. Topographical Surveys:

The successful bidder has to design the most economical alignment, grade, pedestals, and anchors and thrust blocks and cross drainage works on the basis of the above survey. Hence, he should use his judgment while carrying out this survey to ensure that this design is safe, economical, and easy for construction, maintenance and meet the technology requirement of the Government.

8.4. Field Investigations

The soil investigation for foundations is an important item in the scope of this tender, since it influences safety of structures and economy in their construction. The Employer expects the bidder to attach utmost importance to these field investigations by deploying competent technical agency and work carried out as per relevant Kenyan or international standard.

After the field work, the Bidders shall submit 3 sets of topo-survey drawings, soil explorations, hydrological data, analysis and hydrological model, social and environmental survey and any other data collected for the purpose of this work

8.5. General Technical Specification

The successful bidder shall be entirely responsible for the detailed hydraulic and structural design of all Civil Engineering components of the works including pipes supports and all other appurtenances suitable for the functions. They are required to be performed the detailed designs,

drawings and specifications and shall be approved from the Employer Representative before setting out on the site.

- 8.5.1.** These specifications shall establish and define the material, constructional aspects of dam and Conveyance .
- 8.5.2.** Latest revision of Kenyan and or other internationally acclaimed Standard, Codes and other documents shall be referred to wherever mentioned or otherwise applicable.
- 8.5.3.** The provisions of schedule of items, specifications and drawings shall be read in conjunction with each other and in case of contradictions/ conflicts amongst them, the clarification shall be obtained from the Employer Representative whose decision, shall be final and binding. However, prior to that the following procedure may be followed in general.
- a. Item description shall prevail over specifications when provisions therein are different from those in specifications.
 - b. Wherever, any specific requirements not covered in item descriptions but are given in specifications, the specifications shall be followed in addition to the requirements in item description.
 - c. Whenever drawings call for requirements different from or additional to those in item descriptions and specifications, the decision of the Employer Representative shall be obtained which shall be binding.
- 8.5.4.** All materials shall be of standard quality, manufactured by approved concerns, confirming to Kenyan, equivalent or higher standard and shall have KBS mark unless otherwise approved by the Employer Representative. In case of any material other than that of approved quality as stated above the Bidder shall get all such materials approved by the Employer Representative prior to procurement and use. The Bidder shall furnish manufacturer's certificate for the materials intended to be used. Further to that he shall get the materials tested from approved test house if asked by the Employer Representative at their own cost for which no extra payment shall be made.
- The Employer Representative shall have the right to reject all or any of the materials intended to be used. And such rejected materials shall be immediately removed from the site by the Bidder at his own cost and without any claim for compensation etc. due to such rejection.
- 8.5.5.** Payment will be made on lump sum basis as quoted by the Bidder; stage wise payment will be released based on the progress of work, at different stages submitted with the bid, and subject to minimum value of interim certificate.
- 8.5.6.** Providing and operating necessary testing appliances is included in the scope for which no extra payment shall be made.

8.6. Seismic Loading:

Provision shall be made in the design for seismic loading appropriate for the zone and with the safety factor of not less than 2.0 applied to this, the basic seismic acceleration coefficient adopted from site studies, in **addition** to specification shall follow best modern Engineering practice in the field or as approved by the Employer Representative. The Bidder shall take care to check the stability of partly completed structures against all loadings.

8.7. Clearing of site

Before starting the work, the site shall be cleared by the Bidder of all shrubs and vegetations including small and large bushes, all stumps, cutting and disposing of small trees up to 300mm (girth to be measured 1.0 m above ground level) etc., complete as directed. This operation also involves falling, logging and fashioning of timber and stacking the serviceable material separately as directed by the Engineer.

The site to be cleared including site grading shall consists of entire area where works are to be constructed or installed, including space between two adjacent works, approach and such area where temporary facilities for construction and installation are to be placed.

The scope of this item also includes maintenance of the cleared sites until the commissioning and taking over is affected for all the works.

It is the sole responsibility of the Bidder to get familiar with the local rules and regulation special requirements of the park custodians, NEMA, and forestry department etc, whenever applicable and he shall carry out his work in strict accordance with the same, the Bidders shall always follow latest edition of relevant Codes for various Works irrespective of the year of publication mentioned in technical specifications.

8.8. Technology Compatibility:

All products and technologies offered for permanent incorporation in the Works must comply meet or exceed the relevant Kenya Standards (KS) as defined by the Kenya Bureau of Standards (KEBS) and any other applicable national regulatory requirements and compatible with existing technology and provide readily available support and service centers within Kenya resources.

The technology provided MUST not restrict, prevents, distorts, or lessens competition for after-sales maintenance and operations.

8.9. Technical specification:

Technical specifications for major item of works are specified as herein under. The Bidder shall follow latest international Standards and as to the satisfaction of the Employer Engineer without any extra cost.

GUIDING INDEX FOR DETAILED SPECIFICATION

- 1.0 PREAMBLE TO THE TECHNICAL SPECIFICATIONS
 - Standards and codes
 - System of units
 - Definition
 - 2.0 SAFETY PRECAUTIONS
 - 3.0 MOBILISATION
 - 4.0 TEMPORARY SITE INSTALLATIONS AND SERVICES
 - 5.0 SURVEYING, SETTING-OUT WORK AND CONSTRUCTION DRAWINGS
 - 6.0 CARE OF WATER DURING CONSTRUCTION
 - River diversion
 - Flood protection.
 - Pollution control
 - 7.0 EXCAVATION AND FILLING
 - 8.0 SLOPE PROTECTION
-

- 9.0 CONCRETE
- 10.0 STRUCTURAL STEEL WORK
- 11.0 MASONRY WORKS
- 12.0 DRILLING AND WATER PRESSURE TESTING
- 13.0 GROUTING
- 14.0 DAM EMBANKMENT CONSTRUCTION
- 15.0 IRRIGATION CONVEYANCE
 - Headworks
 - Earthworks
 - Structural Works
 - Gates and Control
- 16.0 INSTRUMENTATION SYSTEMS
- 17.0 ROAD WORKS
- 18.0 Pipeline Construction
 - Pipes
 - Valve chambers.
 - Anchoring
- 19.0 ELECTROMECHANICAL
- 20.0 ELECTRICAL INSTALLATIONS
- 21.0 METAL WORKS
- 22.0 MISCELLANEOUS AND ANCILLARY WORKS
 - Plastering
 - Painting
 - Flooring and tiling
 - Windows and doors
 - Ceilings
 - Plumbing and building drainage
 - Electrical systems
 - Water supply
 - Required demolitions.
 - Fencing and gates

9. DESIGN AND CONSTRUCTION

The design and construction shall be in accordance with Kenyan Standards or an internationally recognized Standard or Code of Practice, and best industry practice. Bidder's design shall include the detailed designs for the dam, irrigation Conveyance and all ancillary works.

9.1. Building Information Modelling (BIM)

During design and implementation, the Bidder shall apply Building Information Modelling (BIM) for generation and management of digital representations of physical and functional characteristics of the project. The information models (files) shall be extracted, exchanged or networked with Employer Representative and Employer, to support decision-making regarding the project.

The Bidder shall submit together with the bid, his methodology of use of Building Information Modelling (BIM Execution Plan), describing – amongst others - intended level of detail, standards and software used, exchange formats, milestones for data submissions, etc. However, due to FIDIC contractual requirements, paper versions of selected documentation will be requested by the Employer Representative.

9.2. Basis of Bidder's Design & Design Responsibility

The Bidder shall be responsible for all design works in accordance with the Contract. The Works shall meet the specified performance requirements and safe construction has to be ensured. The Bidder's responsibilities shall also include the selection of a safe operational and maintenance regime in line with his design.

The Bidder shall actively assist the Employer in obtaining any necessary approvals from governmental authorities, by supplying reports, drawings or any other information, free of charge.

The Bidder's design shall fulfil the requirements of the Employer. The Bidder shall pay particular attention to the following aspects of the design:

- Water retaining structures shall be cast in-situ reinforced concrete construction. Special attention shall be made to predicting and designing for thermal movement, limiting crack widths and ensuring the structures are watertight under all conditions.
- Calculation of structures shall take into account all possible loading conditions during construction, operation and maintenance.
- Structural calculations shall also take account of forces likely to be induced in the event of strong earthquakes (> 6.4 on the Richter scale), especially for the dam and canal.
- The dam and Conveyance are located in a gazetted national park and therefore care must be taken in the design to ensure movement of wildlife is not impeded by making adequate and appropriate provisions
- Provision of adequate and appropriate ultrasonic water flow/quantity measuring devices required by the Employer

9.3. Alternative Design

Where Tenderers wish to offer alternative designs, they have to provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation

methodology and other relevant details. Design alternatives shall be constrained by the following requirements:

- The level of reliability of operation achieved shall be at least equal to the tender scheme.
- The alternative shall be able to operate flexibly within the specified limits, to meet water demand variations.

9.4. Design Regulations & Standards

The Works shall be carried out in accordance with the relevant quality standards, test procedures or codes of practice, collectively referred to as Reference Standards, listed in the relevant Part of the Specification. The Bidder shall familiarize himself fully with the requirements of such standards.

The applicable Reference Standard shall be the one in force, at the date three months preceding the date of submission of the Tender.

Acceptable Technical Standards include Eurocodes and other EN Standards. The use of other official standards that provide equal or better quality, than the aforementioned standards can be accepted after review by the Employer Representative and his written approval. In this case, the Bidder shall submit all the necessary information in compliance with the Employer Representative's instructions. The Employer Representative shall issue his decision within 28 days after the receipt of that information. If the Employer Representative decides that the standards and codes proposed by the Bidder do not guarantee equivalent or better quality, the Bidder is obliged to apply the specified standards.

9.5. Drawings

9.5.1. Drawing Standards

Drawings submitted by the Bidder shall be clearly printed with black lines on white paper, and shall be resistant to fading on exposure to light. If colours are used, only bold and strong types shall be applied, which are clearly visible on white paper. Prints shall be on durable paper of good quality and 80 g/m² minimum weight.

Sheet sizes shall be in accordance with A series to ISO 216 and shall not be larger than A1 size, unless otherwise agreed by the Employer Representative.

All drawings submitted by the Bidder shall use the English language and SI units.

All drawings shall be clearly and fully cross referenced to the specification and the Employer Representative's drawings, as relevant.

Where drawings are revised, the revision letter or number shall be incorporated in the title block and the revision shall be clearly indicated on the drawing with the revision letter or number shown in an adjacent triangle.

Drawings shall be drawn to specified scales or to such scales as are appropriate for clearly detailing and conveying the Bidder's proposals. Scales shall generally be 1:5, 1:10, 1:15, 1:100, 1:1000, or 1:25000. The scale used shall be shown on the drawings.

Drawings shall include cross references where appropriate and key information such as vital levels and dimensions. All layout plans shall show the "north" direction.

The Bidder shall apply a reference numbering system for designs, drawings and documents so that each number used is unique.

9.5.2. Working Drawings Hydraulic Profiles

Hydraulic profile drawings shall show top water levels for all water retaining structures and conveyance canal etc for normal and peak inputs. The drawings shall be supported by calculations.

Calculations shall be done to determine all hydraulic characteristics. All formulae, coefficients, source references and assumptions made in the calculations shall be detailed.

9.5.3. Working/Shop Drawings

Drawings for all items of plant constituting an operating system shall be submitted to the Employer Representative concurrently and shall include diagrams showing circuit functioning and details for erection. Plant working drawings prepared by sub-Bidders and manufacturers employed by the Bidder shall be checked by the Bidder for accuracy and compliance with the Contract as specified before being forwarded to the Employer Representative. Working drawings not so checked and noted, will be rejected and returned to the Bidder without further examination.

Working drawings for structural steel work, mechanical, electrical, instrumentation and similar plant shall include but not be limited to:

- General arrangement drawings of the Works fully developed to show layout and dimensions.
 - Fabrication Drawings of structural steel
 - General arrangement drawings for all items of Plant, drawn to scale, fully dimensioned and showing weights, foundation details and all clearances required for installation, operation and maintenance.
 - Process and instrumentation (P&I) diagrams.
 - Single line diagram for electrical distribution system from point of supply to final plant connection.
 - Layout drawings of switchboards and instrumentation and control panels showing controls, instrumentation, mimics and inscription details of all labels.
 - Alarm annunciator layout and engraving details.
 - Electrical block, circuit and wiring diagrams for switchboards and control boards.
 - Supplementary block, circuit and wiring diagrams for integrated control, protection, metering and other schemes as required for a complete understanding of the Bidder's proposals.
 - Instrument configuration loop drawings which shall identify each element and its location, all wiring and cable connections and all inputs to and outputs from programmable devices. The drawings shall be prepared on A3 size sheets and presented in book format.
 - Block diagrams to show power control and instrumentation cabling systems with each cable, cable core and associated equipment terminals identified as in the cable schedules.
-

- Installation drawings showing cable routes and cable support system details. For cables installed in ducts and direct in the ground, the drawings shall include sections to show their disposition and the position of all marker posts, cable joints and draw-pits.
- Cable schedules, which shall include the cable number, type, voltage, conductor size, number of cores and route length. The schedules shall additionally incorporate cable core ferrule and equipment terminal numbers and the diagram number(s) of connected equipment.
- Single line diagram showing the electrical system neutral earthing, earth terminal(s) and electrode(s) and all circuit protective and equipment bonding conductors.
- Earthing installation layout showing conductor routes and the location of earth terminal(s), test links, earth electrodes and associated connecting chambers.
- Earth terminal general arrangement.
- Lightning protection system installation drawings showing air termination details, the location and route of down conductors, the location of bonds, test points and earth electrodes, and the location of bonding points in reinforced concrete structures.
- Building services installation drawings showing the location of distribution boards, luminaries, socket outlets, heaters, ventilation fans and ductwork, air conditioning units, fire detectors and manual call points, intruder alarm switches and detectors, alarm sounders etc., and associated switches, thermostats, control panels and distribution board diagrams and/or schedules.
- Installation drawings for chemical treatment, water supply, sewage and waste water systems.
- Fabrication drawings for metalwork including T platforms, floor plates and frames, hand- railings etc.
- Complete and detailed schedules listing all items of plant, instruments and ancillary equipment to be supplied by the Bidder.
- List of safety signs and drawings.
- All additional drawings required to supplement those identified above and for other work not specifically identified.

9.5.4. Civil Works Drawings

Civil works drawings shall include but not be limited to:

- Preliminary works drawings
- Layout drawings and sectional views
- Civil works and structural drawings
- Architectural and builder's work drawings
- Drainage and other disposal systems drawings
- Roads and general site work drawings
- Co-ordination drawings

- Bar bending schedules
- Any other drawings required to cover work included under civil works
- Any additional drawings required to cover all other elements not listed above.

9.5.5. Process and Instrumentation Diagrams

The Bidder shall provide process and instrumentation (P&I) diagrams for the whole of the works including dam instrumentation. The diagrams shall indicate in symbolic form the process, plant and systems for measurement, control and automation. It shall indicate the interfaces between future, new and existing plant together with any interfacing that may occur between the works and that of other Bidders. It shall also indicate the interface between such items as control panels, separate installations, buildings, rooms etc.

The P&I diagrams shall be the first of the plant related documents and drawings to be submitted by the Bidder for the Employer Representative's consent. Until the Employer Representative has given consent to the P&I diagrams he will not give consent to other submissions.

9.5.6. Complementary Drawings

The Bidder shall submit such further detailed drawings of the plant and any other equipment being provided under the Contract as the Employer Representative may require for a proper understanding of the works. These complementary drawings will not form part of the approval scheme, but shall be included as appropriate with the record drawings, the operating instructions and the operation and maintenance manual.

Such drawings may include but not necessarily be limited to:

- Sectional and detail arrangement drawings.
- Circuit diagrams for electrical equipment which shall include wire and terminal numbers and circuit references and ratings for all components.
- Component part schedules for each item of Plant with references to the associated drawings.
- Gate/valve schedule listing each gate/valve with identification number, size, type, connections, rating, figure number and duty.

9.5.7. M&E - Fabrication and Installation Drawings

Where drawings are required for fabrication or installation of items of plant or equipment provided by the Bidder or his sub-Bidders, such drawings shall be provided by the Bidder and submitted to the Employer Representative for approval.

These drawings shall include, but not be limited to, shop fabrication detail drawings including details of welding, match-marks, erection diagrams, and other details such as connections, all as necessary for proper installation and erection of the equipment and performance of the work.

The drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawings number clearly indicated. If reference drawings are used, the approval date of such drawings shall be included. The drawings shall indicate dimensions and allowable tolerances.

9.5.8. Temporary Works Designs

If required by the Employer Representative, the Bidder shall submit for comment full particulars, including drawings, of any of the Temporary Works. If required, the Bidder shall also submit calculations of the Temporary Works and these calculations shall be accompanied by detailed working drawings to show the Bidder's proposals. Comment or no comment by the Employer Representative of the Bidder's proposals, calculations or drawings shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

9.5.9. Additional Drawings for Use by Bidder's Employees

Any additional drawings which the Bidder prepares for the use of his employees, shall be copied to the Employer Representative, for information.

9.6. Photo documentation

The Bidder shall prepare a photo-panel on a monthly basis and additionally as ordered by the Employer Representative, in order to record progress. All pictures shall be clear, in focus and properly exposed and printed. The photo documentation shall be added to Bidder's monthly report.

Each picture on the panel shall be identified with the date and place of taking and such other information as may be relevant. The Bidder shall also ensure that no unauthorized pictures will be taken on site.

In addition, the Bidder shall take videos, covering the significant parts of the works. The videos shall later be cut, assembled and transformed into a comprehensive project documentary video.

9.7. Design principles

The design and construction of the Works shall be in accordance with the Technical Specifications, and good practice. All aspects of the Works shall be fit for purpose and the design shall be sound, safe and robust.

The design of the Works must guarantee 24 hours per day continuous operation of the new facilities, under the given local climatic conditions.

All goods and materials to be incorporated in the Works shall be new, unused and of the most recent or current models. All recent improvements shall be incorporated in design and materials.

The design shall facilitate operation, inspection, cleaning, lubrication and repair of the various components of the Plant and provide easy access to all operation points, lifting devices shall be installed, where necessary.

The design shall ensure adequate ventilation and lighting to all operating areas, controls, proper electrical insulation facilities, noise suppression and insulation, suppression of vibrations, stairs, handrails, covers, etc.

All reservoirs and conveyance channels shall be provided with reasonable freeboard, following state of the design principles.

The design and construction shall ensure that the Design Life specified in these Employer's Requirements will be attained, and that such components operate satisfactorily under all service conditions.

All alarms and plant status shall be indicated on the local control panels and the central LED touch screen panel.

For all Pumping Stations, it has to be determined if surge (water hammer) protection measures are applicable and implemented, if necessary.

Preference shall be given to systems and processes, for which the Employer has gained positive operation experiences in the last years;

Design shall ensure cost-efficiency in terms of investment and operation costs;

Availability (safe supply) of parts and spares locally is an asset.

9.8. Reliability and Redundancy

Redundancy means the duplication of critical components or functions of a system with the intention of increasing reliability of the system, usually in the form of a backup or fail-safe measures.

The Facilities shall be designed with a high grade of flexibility and reliability of the different parts. Therefore, all process and control items shall be designed with a sufficiently high degree of redundancy (by means of installed spare capacity and/or spare units of equipment), enabling to overcome all maintenance situations and/or local system malfunctions.

The Redundancy Concept shall serve as a principle guideline for Bidder's design. However, the Bidder may modify the redundancy concept, in line with his envisaged design solution.

9.9. Standardization

Whenever possible, the Bidder shall provide equipment of a similar nature from the same manufacturer, e.g. electric motors, in order to facilitate the spare part regime. standardizations of types of equipment shall also be adopted.

The Bidder shall note that particular attention will be paid to these requirements. In cases where the proposed equipment is not standardized with regard to manufacturer and type, the Bidder shall be required to provide conclusive technical justification; considerations of price alone will not be accepted.

9.10. Maximum Noise Levels

The following noise levels measured at a distance of approximately 1m from mechanical and electrical facilities are permitted:

- Hydraulic and pneumatic equipment max. 80 dB
- Gears and drives max. 80 dB
- Water pumps max. 80 dB
- Blowers max. 85 dB

9.11. Design Life

Civil, Structural and Building Works shall be designed on the basis of a 50-year service life. Mechanical and electrical equipment shall be suitable for 24 hours per day continuous operation and also under discontinuous operation under all local climatic conditions.

Wearing parts, other than consumable items, shall have a design life of at least 5 years assuming continuous operation. All mechanical and electrical equipment to be supplied shall, wherever possible, have a proven reliability record in similar works. Design life for the components are shown in the Table below:

Minimum Design Lives

Description	Design Years	Life
Civil Works and Buildings	50	
Process Structures		
Underground Pipework	50	
Buildings	50	
HVAC equipment	20	
Building Services	20	
Mechanical and Electrical Plant		
Process Plant – water supply	25	
Pumps – water supply	15	
Valves and Actuators– water supply	20	
HV switchgear and transformers	40	
LV Motor Control Centres	20	
Electrical Installations	20	
Instrumentation, Control and Automation equipment	20	
SCADA and PLC systems	15	
Computers	5	
Flow meters	20	
Instrumentation	20	

10. SITE WORKING ARRANGEMENTS

10.1. Mobilization to Site

Mobilization to site shall include the erection of all site facilities and the supply of Bidder's equipment necessary for carrying out the Works under this Contract. The Bidder shall make his own arrangements for his site compound and shall set them up at the locations agreed with the Employer Representative. Mobilisation shall be concluded one month after commencement date.

10.2. Demobilization from Site

The demobilization includes the removal of all site facilities and temporary installations, the demobilization of all equipment from site, the removal of all surplus materials, the reinstatement of all damaged or worn facilities used by the Bidder (including temporary access roads) and the cleaning up of the construction site(s). It also includes the re-shipment of construction equipment, which has been imported for construction purposes.

10.3. Quality Assurance Procedure

A Quality Assurance Procedure shall be implemented in accordance with Clause 4.9 of the Conditions of Contract. The Bidder shall develop the Quality Assurance Plan relying on all his internal competencies in the matter of quality control in the design phase, the work phase, setting to work, commissioning, training and handover stages. The Quality Assurance Plan shall be subject to approval by the Employer Representative.

The procedures as stated in the Quality Assurance Plan shall be implemented by the Bidder during the Contract. The Quality Assurance Plan shall be available at Commencement Date.

The Employer Representative can at all times audit the Quality Assurance Procedure of the Bidder.

10.4. Restrictions to Operations imposed by the Site

10.4.1. The Site

The Employer will hand over the site to the Bidder for work purposes. Subject to this, the Bidder shall be responsible for:

- Assistance in responding to notices of authorities in connection with the occupation of sites and construction of the temporary and permanent works;
- Assistance in providing information and preparing documentation including letters, submission, designs, details and special procedures, in order to obtain necessary permits.

The Bidder shall keep the Employer fully informed of progress on all aspects of this work and shall copy to him all submission and written communications with owners, occupiers, authorities, utilities, and the like, and all permits and agreements received.

Working sites shall be used solely for the construction of the works.

The Bidder shall comply with the requirements of the police and other traffic authorities, with regard to the parking of and movements of his vehicles, including constructional plant in the vicinity of working sites.

The Bidder shall make his own arrangements for all additional storage sites in the vicinity of the works or elsewhere.

Before entering to any additional working sites, the Bidder shall obtain and forward to the Employer Representative a copy of written consent of the owner and occupier or authority having charge of the land, stating the purposes for which such land is to be used by the Bidder, and defining the extent and periods of his occupation for which such consent is granted. Notwithstanding the requirements of such consent, additional working sites shall be protected by fences or barriers or other works as required by the Employer Representative. Wherever practicable, a passage shall be maintained for vehicles and pedestrians along public roads and to all adjacent properties.

10.4.2. Working Hours for Construction

Site working hours shall be restricted to the following time range:

- Monday to Saturday: 7 a.m. to 7 p.m.
- Sunday: 9 a.m. to 5 p.m.

The Bidder's programme and methods of working must be made on the assumption that the working hours will not be varied.

Any BID by the Bidder to work outside of these hours shall be submitted to the Employer Representative for approval giving at least 7 days' notice. A clear definition of the work to be carried out and the reasons for the request shall also be provided.

Unplanned deviation from the normal working hours will normally be limited to emergencies only and the Employer Representative shall be informed, at the earliest opportunity.

10.4.3. Access by Officials

Authorised government and municipal officials shall, at all times, have access to the work whatever it is in preparation or progress, and the Bidder shall provide proper facilities for such access and for inspection.

10.4.4. Interference with Existing Apparatus

The Bidder shall give strict and specific instructions to all his employees that no valves or other fittings, not forming part of the Contract, are to be operated, adjusted or interfered with in any way without the specific agreement of the Employer Representative.

10.4.5. Existing Services

According to Employer's knowledge and investigations, there are no existing utilities on the proposed project site.

The Bidder shall survey the sites and determine/confirm the non-existence of utilities. Any utilities found shall be adequately marked and protected throughout the construction period.

The Bidder shall execute the works in such a manner that he does not damage or interfere with existing services on or near the site. If damage or interference happened, the Bidder shall make good the damage at his own cost.

The Bidder shall make his own arrangements for any diversion or removal of services, which he may require for his own works. He shall obtain the prior approval of the Employer Representative to such arrangements.

10.4.6. Street cleaning and sprinkling during Construction

The Bidder shall clean all spilled dirt, gravel, or other material caused by the construction operations from all streets and roads on a daily basis, or as instructed by the Employer Representative.

10.4.7. Protection against Damage

The Bidder shall take all necessary precautions to avoid causing any unwarranted damage to roads, lands, properties, trees, etc. and shall deal promptly with any complaints by owners or citizens.

10.4.8. Temporary Works

The Bidder shall make provision at his expense for temporary works like staging, timbering, strutting, sheet piling, coffer dams, dealing with water, bridge-ways, scaffolding and other works as may be necessary and required for the safe and efficient performance and construction of the works.

10.4.9. Abatement of Nuisance

The Bidder shall adopt such measures as the Employer Representative may consider reasonable and necessary to minimise nuisance from dust, noise, or other cause. During periods of dry weather, the Employer Representative may require that roads in frequent use with heavy traffic shall be sprinkled regularly and as agreed with the Employer Representative.

10.4.10. Temporary Access Roads

The Bidder shall temporarily improve and maintain, during the whole contract period, the existing roads and paths to the site and prepare a new gravel road to exact site, to be used during construction as site access. The temporary access roads shall be fit for Bidder's construction purposes.

The Bidder shall ensure that damage to any public or private roads, footpaths and tracks caused by his vehicles or equipment shall be made good to the satisfaction of the Employer Representative and the owner and/or controlling authorities.

10.4.11. Use of Explosives

Except if specifically approved by the Employer Representative in writing, the Bidder shall not use explosives.

10.4.12. Fire Prevention and Protection

The Bidder shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment. The Bidder shall comply with all current applicable fire regulations.

10.4.13. Accidents, Extraordinary Events

The Bidder shall give immediate written notice to the Employer Representative of any accident or extraordinary event occurred on the work site giving details of the same whether or not such an accident or event effects the progress of work. The Bidder is also obliged to report on any measure taken.

10.4.14. Advertisements

The Bidder shall not undertake or allow bill posting or advertising of any kind concerning the works without the written consent of the Employer Representative.

10.4.15. Clearance of Site on Completion

A Performance Certificate will not be issued before the Bidder has removed all his machinery, equipment, plant, waste material from the site and the site reinstated to the satisfaction of the Employer Representative.

10.4.16. Record of Site Conditions before Construction

The Bidder shall record together with the Employer Representative, prior to his first entry on site, the surface topography and ground conditions of the working site and the immediate surrounding area, to the extent considered necessary by either the Employer Representative or the Bidder. The agreed record shall include photographs and spot levels as necessary and written descriptions of the site conditions.

10.4.17. Setting Out Points, Lines and Levels of Reference

The Bidder shall supply to the Employer Representative details of the value and location of the temporary bench marks and reference points, which he proposes to use.

The Bidder shall submit to the Employer Representative for approval details of the Bidder's system for checking the values and location of the temporary bench marks and reference points. This will not relieve the Bidder of this responsibility for the accuracy of the temporary bench marks and reference points.

The Bidder shall provide all survey and measuring instruments of every kind necessary for his own use in the execution of the works.

10.4.18. Health and safety

The Bidder shall comply with all relevant Health and Safety legislation of Kenya and the ESHS Specification at all times, during the period of the Contract.

The Bidder shall be responsible for the safe conduct of the Works. He shall ensure that all operations are carried out safely and that any person made responsible for the safe conduct of any part of the operations carries out their duties in a proper manner.

The Bidder shall submit to the Employer Representative the ESMP Plan, including a Health and Safety section, within 28 days after Commencement date. This HS Plan section shall comply with international good practice, local safety codes, laws and regulations including a comprehensive AID/HIV prevention plan for the construction site.

Where any part of the Works is not covered by the Bidder's Safety Policy, or is a high-risk activity, the Bidder shall, before commencing work on that part of the Works or activity, submit to the Employer Representative a Working Method Statement for safety for approval. No related work shall be commenced unless the Employer Representative has approved the proposed methods.

The Bidder shall nominate a responsible person for the organisation and supervision of first-aid measures and facilities, throughout the contract period. The Bidder shall conduct H&S- training for all his personnel on a regular basis, familiarising them with H&S measures.

The Bidder shall introduce an "Operator Permit to Work" system after adequate operator training to ensure that the operator is adequately trained to carry out the required work on any equipment.

On site a first-aid facility, in accordance with the ESHS Specifications shall be provided. Medical supplies for first aid provision shall be clearly marked and labelled, easy to identify and easily accessible.

The Bidder shall provide for emergency arrangements in order to mobilise quickly labour-force outside the normal working hours to carry out any work needed for an emergency associated with the works. The Employer Representative shall be provided at all times with a list of addresses and telephone numbers of the Bidder's staff who are currently responsible for organising emergency works. The Bidder shall familiarise himself and his employees with any relevant, existing, local arrangement, which deal with emergencies.

10.4.19. Electricity, water, gas and other services

No utilities are available at the site and the Bidder has to make his own arrangements, for water, sewage, power, communications, etc., at his own costs for all services, necessary for the undisturbed construction and all supplies for his work force, offices and Employer Representative's and Employer's offices.

All charges and fees with respect to such supply shall be borne by the Bidder. All such facilities shall be removed by the Bidder prior to final acceptance of the Works.

10.4.20. Sanitary Arrangements and Waste Disposal

The Bidder shall provide all necessary medical, toilet and other facilities for the welfare of his employees at the Site. The facilities shall be at least in accordance with the standards required by law, local regulations or agreements between Trade Unions and Employers. A high standard of hygiene and cleanliness shall be maintained at all times. The Bidder shall be responsible for the health and safety training of both his personnel and the Employer Representative's staff.

The Bidder shall provide sufficient chemical type toilets at the working location, of suitable type, and maintain the facility in a sanitary condition at all times. Chemical type toilets shall be of adequate construction so that no unsanitary contamination of the area can result from their use. Upon completion of the work, sanitary facilities shall be removed and the areas restored to their original condition.

10.4.21. Site Tidiness

The Bidder shall confine his operations within the allocated Site, or such other areas of land as may be agreed between the Employer Representative and Bidder.

The Bidder shall maintain the Site in a clean, tidy and safe condition during the period of construction and commissioning. The Bidder shall remove from the Site any disused materials and other debris. The Plant shall not be taken over until such material has been removed.

The Bidder shall prevent vehicles entering or leaving the Site disposing-off mud or other debris on the surface of the adjacent roads or footpaths.

10.4.22. Tipping Facilities

No tipping facilities will be provided by the Employer for the Bidder and he shall make his own arrangements for the disposal of all surplus excavated material at his own cost and on agreement of the Employer Representative. Unauthorised tipping shall not be permitted.

10.4.23. Site Sign Board

The Bidder shall provide, erect and maintain four (4) weather resistant signboards at the entrance to the site and three other locations approved by the Employer Representative.

The sign-board writing shall be in English language (**ONLY**). The signboard shall be a minimum of 4 m width by 2.5 m height and provide the project name, the name of the beneficiary, the funding agencies, the Bidder and the Employer Representative.

The signboard, precise information therein and exact location shall be subject to approval by the Employer Representative, prior to erection.

10.4.24. Temporary fencing of site

The Bidder shall be responsible for ensuring that the Site is adequately fenced. The Bidder shall regularly inspect and maintain all such fencing; any defects being made good without delay.

Temporary fencing shall be provided at all construction sites and shall remain in position until it is replaced by permanent fencing. Access shall be provided in temporary/Site fencing (if necessary) for the use of the occupiers of adjacent lands. All fenced areas shall be provided with lockable gates. All open excavations shall be additionally protected ensuring the safety at work.

The type and height of temporary fencing shall be aluminium or steel corrugated sheets 2400 mm high fixed on timber, concrete or steel posts, all well braced to withstand wind damage. Alternatively, if agreed by the Employer Representative, the Bidder may use chain link fencing or galvanized wire netting.

10.4.25. Temporary access road

The Bidder shall construct at his own cost temporary access roads to and on the site. The existing roads can principally be used for traffic from and to site. Such roads shall be temporarily arranged to have sufficient width, quality and stability to permit the movement of all vehicles and equipment. In steep slope sections, the upper surface layer shall be made of gravel material, which prevents slippery conditions after rainstorms.

All temporary roads shall be maintained by the Bidder in good condition throughout the period of construction. If the Bidder fails to maintain the roads as required, the Employer Representative may instruct a third party to carry out the work at the cost of the Bidder.

The Employer and the Employer Representative and their employees as well as other Bidders (if any) working on the site for the Employer shall at all times have free use of the temporary roads prepared by the Bidder.

10.4.26. Facilities for the Employer Representative

10.4.27. Site office

The Bidder shall erect an office for his own use at a position to be agreed with the Employer Representative. Within the office area, the Bidder shall provide separate office space for the use of the Employer Representative's team with separate hygiene facilities. The office shall have a net floor area and consist of rooms and offices as detailed in the Appendices.

The Bidder shall provide, furnish, equip and maintain, for the duration of the Contract, site offices for the sole use of the Employer Representative's resident site staff at the water treatment works site. The Bidder shall make available to the Employer Representative and his representatives all services provided for his own offices including road access, fencing, hardstanding, water, power, telephone, internet and sewerage, etc. Each door shall be provided with a lock and two keys. The clear height of all offices between floor and ceiling shall be 2.4 m minimum. All windows shall be of the type that can open over the full window area.

The Bidder shall provide and install air-conditioning units as directed by the Employer Representative. The air-conditioning unit shall be an electrically operated compressor type with closed circuit, and not an evaporation type. The capacity of the air-conditioning units shall be at least 2.2 kW each.

The office shall be substantially built, weatherproof and well lit. It shall be properly secure. The offices shall not be removed from the Site until the completion of the commissioning period and the commencement of operation or until the Employer Representative, by notice in writing, calls upon the Bidder to do so.

The siting and orientation of all offices shall be to the Employer Representative's satisfaction and shall be decided upon in consultation with him and confirmed in writing before erection.

The Bidder shall not order any housing, materials, equipment or fittings on the basis of what is specified or scheduled without written confirmation from the Employer Representative. No buildings shall be erected without the Employer Representative's written instructions as to the exact position and orientation of the buildings.

The Bidder shall take all reasonable precautions to prevent unauthorised entry to the offices and to ensure the general security of the offices and laboratories.

The access around the offices shall be surfaced with bitumen macadam. They shall be well-drained and kept trafficable and free from mud at all times.

The Bidder shall provide site personnel with all the welfare requirements required to meet the applicable statutory provisions and supply all necessary safety equipment and clothing.

10.4.28. Sanitary Arrangements

The Bidder shall be responsible for providing all sanitary services necessary to keep all offices and quarters in a clean, neat and hygienic condition.

The Bidder shall provide septic tanks as necessary for the disposal of sewage. The tanks shall be emptied on a regular basis and the removed faecal sludge shall be disposed-off safely.

The Bidder shall also provide for the removal and disposal of all rubbish and household solid waste from offices and quarters with regular collections being made at least twice weekly.

Where the construction of septic tanks or water-borne sewerage is not feasible, the Bidder shall send an alternative BID to the Employer Representative for approval.

10.4.29. Water, Electricity and Gas

The Bidder shall provide a constant supply of clean potable water suitable for human consumption, as well as the necessary electric power at 220 V AC to the offices.

Electric power shall be supplied to the offices during working hours and if necessary extended, for working purposes.

10.4.30. Maintenance

The Bidder shall provide all labour, equipment and material which may be necessary to keep all accommodation in a neat and clean condition and any repairs shall be done immediately upon the request of the Employer Representative.

10.4.31. Furniture and Equipment

The offices shall be furnished and equipped as detailed in the Appendices.

10.4.32. Instruments for the Employer Representative

The Bidder shall provide on loan for the use of the Employer Representative and his representatives all survey and other instruments necessary for checking the Bidder's work, such instruments to be maintained in good order by the Bidder.

Requirements for these instruments are listed in an Appendix to these Employer's Requirements.

10.4.33. Transport for the Employer Representative

Means of transport for the Employer Representative's staff has to be provided in accordance with the list, attached to the Appendixes. All means of transport for the Employer Representative have to be handed over to the Employer at the end of the Contract.

10.4.34. Communication for the Employer Representative

The Bidder shall arrange for the installation of telephones and extensions thereto, a powerful internet connection, as directed by the Employer Representative and for his sole use. 5 cell phones from reputable manufacturers and local SIM cards shall also be provided.

The Bidder shall pay for such equipment and for local calls made by the Employer Representative and his representatives.

10.4.35. Assistance for the Employer Representative

The Bidder shall provide every assistance to the Employer Representative and his representatives in carrying out their duties, and shall provide a sufficient supply of pegs, poles, paint, lines, spirit levels and other materials and small tools for checking and setting out and for the measurement of work. When required by the Employer Representative, the Bidder shall submit samples for approval.

All such articles shall remain the property of the Bidder, but they shall be repaired or replaced by him to the extent necessitated by fair wear and tear.

10.4.36. Bidder's Equipment

Details of all Bidder's equipment to be used by the Bidder for the execution of the works shall be submitted to the Employer Representative prior to its use.

The Employer Representative's consent to use the Bidder's equipment will not be reasonable withheld, but if in the Employer Representative's opinion circumstances arise which make it desirable that the use of the Bidder's equipment should be suspended either temporarily or permanently, the Bidder shall change the method of performing the work affected and he shall be deemed to have no cause for claims against the Employer on account of having to carry out the work by another method, nor shall he be deemed to have cause for claim if any order issued by the Employer Representative results in the Bidder's equipment having to stand idle for a period of any duration whatsoever or having to be removed.

In particular, where it is impossible due to the proximity of, and danger to, existing structures, or services, to excavate except by hand methods, then in such cases it shall be deemed reasonable for the purpose of this Clause for the Employer Representative to withhold consent to use the equipment.

The Bidder shall provide, erect, service and maintain all necessary temporary buildings (offices, housing, plant yard/stores, etc.) for himself, his staff and his employees. The Bidder shall not demolish or remove any buildings or part of any buildings without the written permission of the Employer Representative.

All buildings shall comply with the appropriate local regulations and the Bidder shall provide the appropriate Authority with sufficient details of the establishment so that approval of the appropriate Authority can be obtained by the Bidder prior to construction. The Bidder shall also construct and maintain adequate roads or paths to all buildings and facilities.

All buildings and facilities, provided under this Clause shall be removed and the site reinstated at the end of the Contract.

10.5. Delivery and Storage of Plant

10.5.1 Packaging and Marking

Upon the successful completion of the off-site testing and inspection and prior to despatch from the place of manufacture, all items of plant shall be thoroughly protected against corrosion and incidental damage, including effects of insects, vermin, strong sunlight, rain, frost, high temperatures, humid and salty atmosphere, and sea spray.

All items intended to be painted shall receive the specified treatment and all unpainted parts liable to corrosion (with the exception of the electrical equipment) shall be thoroughly coated with a high melting point grease or tallow (free from acid) or other consented to protective substance, which is easily removable during or after erection.

In addition, all electrical equipment shall be suitably protected against corrosion and incidental damage to the satisfaction of the Employer Representative. Temporary leads shall be fitted to electrical equipment to enable anti-condensation heaters to be energised when the plant is in store, and such heat shall be applied by the Bidder when climatic conditions so require.

All items shall be packed to withstand land and sea transportation, and rough handling in transit. Packages shall be suitable for outside-storage. The Bidder shall be held responsible for an item being packed so that it reaches its destination intact and undamaged. Packages containing dangerous or breakable goods shall be packed and marked, in accordance with the legal requirements and international good practice.

All crates and packages shall be correctly and adequately marked as follows:

- Employer's name;
- Title of contract;
- Bidder's name;
- Title of work location;
- Designation and item number identical with consented to schedules;
- Usual commercial markings.

10.5.2 Delivery

The Bidder shall be responsible for the delivery of items to the site, including their handling and safekeeping.

The Bidder shall keep the Employer Representative fully informed of the state of deliveries of items, and shall send by air mail copies of all shipping documents to the Employer and to the Employer Representative, in accordance with instructions to be issued to him from time to time by the Employer Representative. All shipping documents shall be accompanied by copies of test certificates as required.

Delivery of items shall comprise the following, but not be limited to:

- Loading and transporting items by sea, land or air freight, including insurances.
- Taking charge of items at the port of entry or rail or air terminal in eastern Africa, including payment of port charges, wharfage, demurrage, intermediate storage, off-

loading at terminal points, reloading and transporting to the site.

- Taking delivery of items at the site, off-loading and appropriate temporarily storing in store buildings or under cover until such time as they are required for installation in the works.

The Bidder shall examine all equipment upon delivery at the site. Should the Bidder discover any damages he shall draw the attention of the Employer Representative thereto, who will inspect and give instructions for further treatment of the case. Items with short shelf-life such as chemical reagents shall be delivered in the shortest possible time before use with the plant.

Any item rejected by the Employer Representative shall be immediately removed and replaced by the Bidder.

10.5.3 Storage

The Bidder shall provide all facilities for the safe and proper storage and handling of all equipment as recommended by the manufacturers, with particular consideration given to temperature, rain, sunlight, wind and ground conditions.

Stored items shall be laid out by the Bidder to facilitate their retrieval for use in a programmed order.

Stacked items shall be protected from damage by spacers on load distributing supports and shall be safely arranged. No metalwork shall be stacked directly on the ground.

Small items shall be held in suitable bins, boxes or racks and shall be clearly labelled.

Items shall be handled and stored so that they are not subjected to excessive stresses and so that their protective coatings are not damaged.

10.6. Employer's Equipment and Free-Issue Material

There is no Employer's Equipment or Free-Issue Material available or provided for the Bidder's use.

11. ENVIRONMENTAL AND SOCIAL (ES) REQUIREMENTS

The total lump sum price offered by the Bidder is to complete the Works on a single responsibility turnkey basis and includes all of the Contractor's ES obligations under the Contract.

The ESMP should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the Employer's Requirements. The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in the Specifications.

Clause No.	Sub-Clause/Clause
4.6	<i>Co-operation</i>
4.8	<i>Health and Safety Obligations</i>
4.18	<i>Protection of the Environment</i>
4.21	<i>Security of the Site</i>
4.23 (c)	<i>Archaeological and Geological Findings</i>
5.4	<i>Technical Standards and Regulations</i>
6.2	<i>Rate of Wages and Conditions of Labour</i>
6.5	<i>Working Hours</i>
6.28	<i>Training of Contractor's Personnel</i>

The Bidder shall Implement all activities under this contract in compliance with the requirements of the Kenya environmental laws and best global practices and framework for protected and sensitive environmental and specific Environmental and Social (ES) risk management plan developed for the purpose of this project.

To achieve this, the contractor shall *as a minimum*:

- a) Adopt an implementation of national, regional, and international best practices on Safety, Health, Environment and Social risk management to protect and conserve the natural environment and to minimize unavoidable impacts;
- b) Ensure the provision of Safety, Health, Environment and Social risk information to employees, communities, and all relevant stakeholders.
- c) Ensure that resources are allocated for the prevention of accidents, injuries, and fatalities in all areas of operation including the provision of a safe working environment for all.
- d) Promote sustainable consumption and utilization of natural resources focusing on the prevention of environmental pollution, and land degradation.
- e) Report, investigate and resolve all complaints, issues, incidents, accidents, and non-conformities.
- f) Establish, maintain, and update relevant environmental and social risk management registers as required by Kenyan law and best global practices.
- g) Provide and maintain a healthy and safe work environment and safe systems of work;
- h) Be intolerant of and enforce disciplinary measures for illegal activities, sexual exploitation and harassment, all forms of discrimination, and use of child labour.
- i) Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;

- j) Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;
- k) Minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;

SPECIFIC ENVIRONMENTAL ISSUES TO BE CONSIDERED

11.1. Assessment and Management of Environmental and Social Risks and Impact

In line with the management of environmental and social risks, the contractor shall:

- a) identify, evaluate, and manage the environmental and social risks and impacts of the project in a manner consistent with the requirements of the Kenyan law and best global practices
- b) adopt a mitigation hierarchy approach to: (a) Anticipate and avoid risks and impacts; (b) Where avoidance is not possible, minimize or reduce risks and impacts to acceptable levels; (c) Once risks and impacts have been minimized or reduced, mitigate; and (d) Where significant residual impacts remain, compensate for or offset them, where technically and financially feasible.
- c) adopt differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable, and they are not disadvantaged in sharing development benefits and opportunities resulting from the subproject.
- d) Utilize national environmental and social institutions, systems, laws, regulations, and procedures in the assessment, development, and implementation of projects, whenever appropriate.

The contractor is required to take a risk-based approach when undertaking any activities under this contract. They are required to assess, manage, and monitor environmental and social risks and impacts associated with each stage of the sub-project implementation to achieve environmental and social outcomes consistent with the the best Environmental and Social Standards (ESSs) practices. The contractor is obliged to maintain documented information and records as evidence of maintaining a robust system for the management of ES risks. Such documents shall include but may not be limited to:

- *Contractor Management Plan (CMP)*
- *Waste Management Plan*
- *Site emergency and response plan*
- *Emergency phone numbers*
- *Daily Safety Talks*
- *Accident & Incident Reporting procedure*
- *Accident & Incident Investigation procedure*

11.2. Labor and Working Conditions

For all works to be undertaken by the contractor and/or their sub-contractors including any other third parties, the following labour and working conditions shall apply:

- a) Promotion of safe and healthy working environment at all Bidder's managed sites including all contractor workstations and offices.
- b) Promotion of fair treatment, non-discrimination, and equal opportunity for all workers
- c) Protection of workers, including contracted workers, and primary supply workers, as appropriate.
- d) Prevention of the use of all forms of labour abuse and child labour.
- e) Supporting the principles of freedom of association and collective bargaining of workers in a manner consistent with the Laws of Kenya
- f) provide workers with accessible means to raise workplace concerns, issues, and grievances.

The contractor should recognize the importance of employment creation and income generation in the pursuit of poverty reduction and inclusive economic growth. They should promote sound worker-management relationships and enhance the development benefits of a sub project by treating workers in the project fairly and providing safe and healthy working conditions. The contractor is obliged to maintain documented information and records as evidence of maintaining a sound OHS system:

- *HSSE Training and Induction register*
- *GRM Register*
- *Accident, Incident, Near misses Report Form*
- *Accident, Incident, near misses Register.*
- *Meeting Attendance Register*
- *Emergency drill and simulation register*
- *Excavation permit*
- *Occupational Safety and Health Guidelines*

11.3. Resource Efficiency and Pollution Prevention and Management

The contractor shall:

- a) promote the sustainable use of resources, including energy, water, and raw materials.
- b) avoid or minimize extraction and dumping in the wildlife park
- c) avoid or minimize generation of hazardous and non-hazardous waste.
- d) minimize and manage the risk and impacts associated with pesticide use.

The Bidder should recognize that sub-project activities often generate pollution of air, water, and land, and consume finite resources that may threaten ecosystem services and the environment. Thus, they are required to address resource efficiency and pollution prevention and management throughout the project life cycle. The contractor is obliged to maintain a system and keep documented information and records as evidence. Such records shall include:

- *Licenses, Permits and Authorizations Register*
 - *Site rehabilitation Plans*
-

- *Materials abstraction register*

11.4. Biodiversity Conservation and Sustainable Management of Living Natural Resources

Protecting and conserving biodiversity and sustainably managing living natural resources are fundamental to this project. Thus, the Bidder should strive to recognize the importance of maintaining core ecological functions of habitat within their area of operation. They should also ensure sustainable management of primary production and harvesting of living natural resources and recognizes the need to consider the livelihood of project-affected parties, including Indigenous Peoples, whose access to, or use of, biodiversity or living natural resources may be affected by a sub-project. The Bidder is obliged to establish and maintain documented information and records as evidence as follows:

- *Licenses, Permits and Authorizations Register*
- *Site rehabilitation Plans*
- *Materials abstraction register*

11.5. Cultural Heritage

The contractor shall:

- a) protect cultural heritage from the adverse impacts of project activities and support its preservation.
- b) address cultural heritage as an integral aspect of sustainable development.
- c) promote meaningful consultation with all relevant stakeholders regarding cultural heritage.

Cultural heritage provides continuity in tangible and intangible forms between the past, present, and future. The contractor should adopt measures designed to protect cultural heritage throughout the sub-project activities. The contractor is obliged to keep the following records:

- *Stakeholder engagement minutes*
- *Chance finds Procedure.*
- *Grievance Redress Mechanism (GRM) Procedure*

11.6. Stakeholder Engagement and Information Disclosure

The contractor shall:

- a) Establish a systematic approach to stakeholder engagement that will identify stakeholders and build and maintain a constructive relationship with them.
- b) Assess the level of stakeholder interest and support for the project and enable stakeholders' views to be considered in project design and environmental and social performance.
- c) Promote and provide means for effective and inclusive engagement with subproject-affected parties throughout the project life cycle on issues that could potentially affect them.

- d) Ensure that appropriate project information on environmental and social risks and impacts is disclosed to stakeholders in a timely, understandable, accessible, and appropriate manner and format.
- e) Provide project-affected parties with accessible and inclusive means to raise issues and grievances and allow Employer to respond to and manage such grievances.

The contractor should ensure open engagement of project stakeholders. Effective stakeholder engagement is envisaged as a tool to improve the environmental and social sustainability of projects. The contractor is obliged to keep the following records:

- *Stakeholder engagement minutes*
- *Stakeholder Engagement Plan (SEP)*

12. TESTING, COMMISSIONING AND TAKING OVER

6.1 Testing

The Bidder shall perform all necessary tests to demonstrate compliance of the Works with the Specifications, the Plant performance requirements and the Process Performance Guarantees. All tests specified herein and/or found necessary for the Works shall be carried out under responsibility and at the cost of the Bidder.

The procedures required to be undertaken and documentation necessary shall be in accordance with the requirements described in the Conditions of Contract. During the testing the Bidder shall demonstrate to the satisfaction of the Employer Representative that the Works complies with the Specifications. The Bidder shall demonstrate that the Works operates satisfactorily.

The testing shall include, but not be limited to:

- Quality Control and testing during construction;
- Inspection and testing at the manufacturers' premises;
- Tests on Completion.

In addition to any specific obligations for sampling and testing, the Bidder shall be responsible for routine inspection sampling and testing of all materials, workmanship, plant and measuring devices, in order to control the quality of work and to ensure compliance with the Specification and approved samples.

6.1.1 Testing during Construction

During construction, the Employer Representative will inspect the installation on a regular basis, in the presence of the Bidder, to establish conformity with the requirements of the Specification. Any deviations found shall be corrected to the satisfaction of the Employer Representative.

The Bidder shall be responsible for establishing and maintaining procedures for quality control during construction/installation works, which will ensure that all aspects of the Works comply with the requirements of the Contract.

The Bidder shall provide a fully equipped site laboratory to carry out the specified tests on materials to be incorporated into the permanent works. Qualified and experienced staff shall be provided to carry out the tests and record the results.

If the submission of samples is required by the Employer Representative, they shall be submitted at the expense of the Bidder not less than thirty calendar days prior to the time that the materials represented by such samples are needed for incorporation into any work. Samples shall be subject to consent by the Employer Representative, and material represented by such samples shall not be manufactured delivered to the site nor incorporated into any work without such consent. Samples shall be carefully preserved for this purpose on site by the Bidder to the satisfaction of the Employer Representative until permission is given by the Employer Representative for their disposal.

Individual tests shall be carried out in the presence of the Employer Representative and shall include, but not be limited, the following:

- Leakage of structures and embankments;
- Weather proofing of buildings;
- Adequacy of access, ventilation and illumination;
- Connection tightness;
- Hydraulic pressure;
- Alignment;
- Correct lubrication;
- Electrical insulation;
- Electrical continuity;
- Direction of rotation;
- Functional operation;
- Interlock tests;
- Trip circuit operation;
- Operational reliability;
- Thermal loading;
- Interchangeability;
- Calibration;
- Other tests requested by the Employer Representative.

Tests on all items of equipment, plant and materials in accordance with the requirements of the Specification shall, in addition, be in accordance with the requirements of the Reference Standard applicable to the item being tested.

6.1.2 Testing at Manufacturer's premises

Whenever the Bidder is ready to carry out any such off-site tests, he shall submit a test procedure to the Employer Representative. After receiving consent, he shall notify the Employer Representative of the place and time when he intends to carry out the tests. If the Employer Representative does not attend any such test, then the Bidder shall carry out the test in the absence of the Employer Representative and the certified copies of the test results shall be deemed to be a correct record thereof.

No inspection shall release the Bidder from any of his obligations under the Contract.

Where items of equipment are of identical size and duty the Employer Representative may elect not to witness all tests and the Bidder shall assume that the performance tests on all items are carried out.

Employer Representative and Employer will require to witness factory tests. These tests shall be performed at the Manufacturer's premises in the presence of the Employer Representative and Employer. The Bidder shall give 28 days' notice of his intention to test specific equipment. Bidder's proposal shall include for all associated cost, i.e. air travel, (business class), appropriate

hotel accommodation, allowances and subsidiary expenses for the Employer Representative and Employer (up to a maximum of 5 persons). The following equipment shall be witness tested:

- Pumps and other equipment with motors over 50 kW
- Motor Control Centres

All instruments used for testing purposes shall have been calibrated by an independent accredited testing authority and shall have a valid calibration certificate. The calibration validity period shall not be longer than 12 months. The test instruments shall be recalibrated when requested by the Employer Representative.

For any and every off-site test which the Bidder is required to carry out, the Bidder shall produce written records in a form agreed by the Employer Representative, certifying that the test has been carried out. The Bidder's representative who carries out such tests shall sign the test record. The tests which are witnessed by the Employer Representative shall be certified by the Employer Representative upon the same record provided by the Bidder.

The Bidder shall provide the Employer Representative with three certified copies of the test results within two weeks after the tests have been carried out. On each test certificate sufficient information including the Contract number and title shall be given to enable the Employer Representative to check for compliance with the Specification. It shall include all test results, calculations, performance graphs and curves and shall be signed by representatives of the manufacturer and the Bidder. Copies of all test certificates shall be included in the operating and maintenance manual.

Following any inspection or testing of materials or plant the Employer Representative shall, within a reasonable time, notify the Bidder in writing either that the item has passed the tests, or that the item on any part thereof is defective, or not in compliance with the Specification or has not met guaranteed performance or efficiency requirements and is rejected, stating the grounds on which the decision is based.

Should the test(s) fail then the Bidder shall be required to rectify the failure and arrange for the test to be repeated, again giving two weeks' notice and providing travel facilities as previously provided.

6.1.3 Tests on Completion

Test on completion shall be foreseen during the 3 months commissioning period and the testing stages shall follow the stipulations of the CoC – clause 9. The Bidder shall prepare a comprehensive testing program and details of the inspection and testing procedures he proposes to employ in performing the Tests on Completion including for the start-up of the Works. The Program shall be submitted to the Employer Representative for approval at least 91 days prior to the commencement of the Tests on Completion. Details shall include the manner and order in which each item of works will be tested and the associated flow rates and duration of flows.

The Works may be subdivided into sections, which may be tested separately. The tests shall follow the sequences:

- Dry Tests
 - Wet Tests
 - Performance tests of the integral system.
-

The Bidder shall provide all necessary labour, materials, chemicals, electricity, fuel, stores, apparatus, instruments and indicators necessary to carry out the tests.

In order to start the performance tests, it shall be ensured that the period for continuous operation will not be interrupted for adjustment or breakdown. Any such interruption will render the test void.

The performance tests shall be conducted continuously during a period of 14 days, uninterrupted by other tests. The object of the tests shall be to obtain a comprehensive set of data to show that system performance meets the requirements set-out in the performance guarantees. After a period of stabilization all parameters shall be measured and recorded for comparison against performance guarantees made.

Any deficiencies or deviations from the guaranteed or specified performance of the plant disclosed by the tests shall be corrected by the Bidder and tests shall be repeated as necessary until acceptable commissioning tests of the plant are achieved to the satisfaction of the Employer Representative.

The Bidder shall submit to the Employer Representative for consent the commissioning test records in such format as the Employer Representative may require, and after consent, shall provide the Employer with copies thereof. The Bidder shall be responsible for collecting and collating all data for such records.

Satisfactory results of the Tests on Completion is the prerequisite for the issuance of the **Substantial Completion Certificate**.

6.1.4 Tests after O&M Period

Tests after the operation and maintenance period are foreseen, during the DLP, on a regular basis. The Employer will carry out the tests. The Bidder may attend the tests. If the Bidder doesn't attend the tests, the readings shall be considered accepted by him as accurate.

6.1.5 Test Certificates

Where certificates are required by the Specifications or relevant Reference Standard, the original and one copy of each such certificate shall be provided by the Bidder, unless otherwise specified.

Certificates shall be clearly identified by serial or reference number where possible to the material being certified and shall include information required by the relevant Reference Standard or Specification clause.

Unless otherwise specified, the timing for submittal of certificates shall be as follows:

- Manufacturer's and supplier's test certificates shall be submitted as soon as the tests have been completed, and in any case, not less than seven calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the permanent works.
- Certificates of test carried out during the construction or on completion of parts of the permanent works shall be submitted within seven (7) days of the completion of the test.

6.2 Testing and Commissioning Period

A 3-months testing and commissioning period is foreseen. If successful a substantial completion certificate shall be issued. The Bidder is required, as a precondition, to submit the As-Built drawings and Operational Manuals prior to commencement of the Testing and Commissioning period.

6.3 Taking Over

The Taking-Over shall take place after the 36-Months Operation and Maintenance period, and shall be preceded with inspection for Taking Over at least 3-months before the end of the O&M period. If the tests are satisfactory the **Taking-Over Certificate (TOC)** will be issued and the Works are handed over by the Bidder to the Employer, and the Employer takes over the works. The Bidder shall handover all Works, all equipment and material as specified by the Contract Documents, including tools, spare parts, etc.

6.4 Defects Liability Period

The Defects Liability Period shall start after the 36-months Operation and Maintenance period, following issuance of the Taking Over Certificate.

6.4.1 Bidder's Obligations

The Bidder shall comply with the Contract during the DLP and shall be responsible for the following:

- Attending routine visits, as agreed by the Employer Representative, e.g. for plant tests, assessing the consumption of power and performance.
- Making good any defects in accordance with the Contract.

6.4.2 Employer's Responsibilities

After the issuance of the TOC for the whole of the works, the Employer will provide and be responsible for the following in respect of the operation of the works:

- All manpower
- Fuel, lubrication and Chemicals.
- Electrical power

13. PROVISIONAL SUMS

Provisional Sums are allowed for and are shown in the Price Schedules. Provisional Sums shall be used strictly in accordance with the Contract.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS (GC)

Silver Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC Projects (“Silver book”) 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for EPC Projects” may be obtained from FIDIC.

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SECTION IX - PARTICULAR CONDITIONS

Particular Conditions**Part A - Contract Data**

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.17	
Defects Liability Period (DLP)	1.1.24	<i>12 Calendar months post O&M Period</i>
The Employer's Representative	1.1.30	<i>[Name of the Employer Representative to be identified prior to Contract signature]</i>
Employer's Requirements	1.1.31	All other activities, services and items, whether or not specifically described above, or elsewhere in the resultant Contract, if such performance, provision or procurement is necessary for a complete and operable project; provided, that bidder shall not be responsible for performing, providing or procuring those activities, services and items for which Employer bear express responsibility pursuant to Contract.
Dam Site	1.1.67	<i>Athi River, Kitui/Taita Taveta Counties</i>
Time for completion of construction works	1.1.76	48 months
Time for post-construction operation and maintenance	1.1.76	36 months
Employer's name	1.1.83	<i>National Irrigation Authority, Lenana Road, Hurlingham</i> <i>P.O Box 30372-00100, Nairobi, Kenya</i> <i>Lenana Road, Hurlingham</i> <i>Tel: 254-71106100</i> <i>Email: ceo@irrigationauthority.go.ke;</i> <i>purchasing@irrigationauthority.go.ke</i>
Notices and Other Communications	1.3 (a)	(i) or (ii) as directed

Conditions	Sub-Clause	Data
Address of Employer for communications	1.3 (d)	<i>Chief Executive Officer National Irrigation Authority, Lenana Road, Hurlingham P.O Box 30372-00100, Nairobi, Kenya Tel: 254-71106100 Email:ceo@irrigationauthority.go.ke</i>
Address of Employer's Representative for communications	1.3 (d)	<i>[insert the name of the address for Employer prior to Contract signature]</i>
Address of Bidder for communications	1.3 (d)	<i>[insert the name of the address for Bidder for communications]</i>
Governing Law	1.4	Kenyan Law
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after the Notification of Award
Number of additional paper copies of Bidder's Documents	1.8	Six (6)
Total liability of the Bidder to the Employer under or in connection with the Contract	1.14	Contract Value
Time for access to the Site	2.1	14 Days after Bidder signs the Contract Agreement
Cyber security - Bidder's obligations	4.1	N/A
Performance Security	4.2	The performance security will be in the form of Unconditional Bank Guarantee from a local reputable bank equivalent to Ten (10) percent of the accepted Contact Amount and in the same currency of the Contact Amount. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable in Kenya
Environmental and Social (ES) Performance Security	4.2	The ES performance security will be in the form of Unconditional Bank Guarantee from a local reputable bank equivalent to Two (2) percent of the accepted Contact Amount and

Conditions	Sub-Clause	Data
		in the same currency of the Contract Amount. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable in Kenya
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	49%
Parts of the Works for which subcontracting is not permitted	4.4(b)	Dam Embankment
Sub-Contractors for which the bidder shall give Notice before: (i) intended appointment (ii) intended commencement of work and (iii) intended commencement of work on Site	4.4	Yes Yes Yes
Section of the work to be carried out by Nominated Sub-contractors	4.5	i. Water Treatment Plant ii. Listed specified requirement and Provisional sum
Number of additional paper copies of program	8.3	6 (six)
Delay Damages payable for each day of delay	8.8	0.02 % of the Accepted Contract Amount per day
Maximum amount of Delay Damages	8.8	10% of the Accepted Contract Amount
Cyber security- Variation	13.3.1(a)	N/A
Total Advance Payment	14.2	10% Percentage of the Accepted Contract Amount payable Kenya Shilling
Period of payment of Advance Payment to the Bidder	14.2.2	As agreed between parties

Conditions	Sub-Clause	Data
Repayment of Advance Payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Accepted Contract Amount payable in that currency less Provisional Sums 20%. (b) percentage deductions for the repayment of the Advance Payment: 20 %
Period of payment	14.3	56 Days
Number of additional paper copies of Statements	14.3(b)	(6) Six
Percentage of retention	14.3(iii)	10 %
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials	14.5(b)	40%
Minimum amount of interim payment	14.6.2	3% of the Accepted Contract Amount.
Period for the Employer to make interim payments to the Bidder under Sub-Clause 14.6 [<i>Interim Payment</i>]	14.7(b)(i)	56 days
Period for the Employer to make interim payments to the Bidder under Sub-Clause 14.13 [<i>Final Payment</i>]	14.7(b)(ii)	56 days
Period for the Employer to make final payment to the Bidder	14.7(c)	56 days
Financing charges for delayed payment (percentage points above the Bidder's financing interest rate)	14.8	2 %
Number of additional paper copies of draft Final Statement	14.11.1(b)	6 (Six)
Currencies of Payment	14.15	Kenya Shilling

Conditions	Sub-Clause	Data
Proportions or amounts of Local and Foreign Currencies are. Local Foreign	14.15(a)(i)	TBD
Currencies and proportions for payment of Delay Damages	14.15(c)	TBD
Rates of exchange	14.15(g)	Central Bank of Kenya
Permitted deductible limits	19.1	insurance required for the Works: YES insurance required for Goods: YES insurance required for liability for breach of professional duty: YES insurance required against liability for fitness for purpose (if any is required): YES insurance required for injury to persons and damage to property: YES insurance required for injury to employees: YES other insurances required by Laws and by local practice: _____
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1 (b)	15 %
Extent of insurance required for Goods	19.2.2	75% of the value of the goods
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	1% of Contract Value
Insurance required against liability for fitness for purpose	19.2.3(b)	yes
Period of insurance required for liability for breach of professional duty	19.2.3	5 years post commissioning

Conditions	Sub-Clause	Data
Amount of insurance required for injury to persons and damage to property	19.2.4	Maximum permissible under the Work Injury Benefits Act (WIBA), 2007
Other insurances required by Laws and by local practice	19.2.6	
Time for appointment of DAAB member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	Three Members
List of proposed members of DAAB - proposed by Employer - proposed by Bidder	21.1	<p>Proposed by Employer [<i>Attach CVs to the bidding document and the Contract</i>]</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Proposed by Bidder [<i>Attach CVs to the Contract</i>]</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
Appointing entity (official) for DAAB members	21.2	Chartered Institute of Arbitrators (Kenya)
Place of Arbitration	21.6	Nairobi
Rules of Arbitration	21.6 (a)	Nairobi Centre for International Arbitration
language of Arbitration	21.6	English

Table: Definition of Sections

Section Name/Description (Sub-Clause 1.1.66)	Value: Percentage* of Contract Price (Sub-Clause 14.9)	Time for Completion (Sub- Clause 1.1.76)	Damages for Delay (Sub-Clause 8.8)

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Table: Summary of Milestones

Description of a part of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 4.25)	Time for Completion	Delay Damages (as a percentage of final Contract Price per day of delay)
	_____ days	_____ %
	_____ days	_____ %
	_____ days	_____ %

Maximum amount of Delay damages for Milestones (percent of final Contract Price): _____ %

Particular Conditions**Part B - Special Provisions**

Sub-Clause 1.1.43 Laws	<p>“Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.</p>
Sub-Clause 1.1.67 Site	<p>The Sub-clause is replaced with: “Site” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.</p>
Sub-Clause 1.2 Interpretation	<p>1.2 (a) is replaced with: “(a) Words indicating one gender include all genders; and</p> <p>“he/she” is replaced with:” it”;</p> <p>“him/her” is replaced with “it”;</p> <p>“his” and “his/her” are replaced with: “its”;</p> <p>“himself/herself” are replaced with: “itself”.</p> <p>Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).</p> <p>sub-paragraph (k) is added:</p> <p>(k) “The word “tender” is synonymous with “bid” or “BID”, the word Bidder with “bidder” or “Bidder” and the words “tender documents” with “request for bids documents” or “request for BID documents” or “bidding/bid document(s)”, as applicable.”</p>
Sub-Clause 1.5 Priority of Documents	<p>The following documents are added in the list of Priority Documents:</p> <p>“(f) the Particular Conditions Part C- Fraud and Corruption.</p> <p>(g) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”</p> <p>and the list renumbered accordingly:</p>
Sub-clause 1.6 Contract Agreement	<p>The first sentence of the first paragraph of the Sub-Clause is replaced with: “The Parties shall sign a Contract Agreement within 28 days after the Bidder receives the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions.”</p> <p>The second paragraph of the Sub-Clause is replaced with the following:</p>

	<p>“If the Bidder comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with sub – clauses 1.13 [<i>Joint and Several Liability</i>].”</p>
<p>Sub-Clause 1.11 Confidentiality</p>	<p>The following is added at the end of the second paragraph:</p> <p>“The Bidder shall be permitted to disclose information required to establish its qualifications to compete for other projects.”</p>
<p>Sub-Clause 4.15 Access Route</p>	<p>The following is added at the end of Sub-Clause 4.15:</p> <p>“The Bidder shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Bidder’s Equipment on public roads or other public infrastructure.</p> <p>The Bidder shall monitor and use road safety incidents and accidents reports to identify negative safety issues, and establish and implement necessary measures to resolve them.”</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>Sub-Clause 4.21 is replaced with:</p> <p>“The Bidder shall be responsible for the security of the Site, and:</p> <ul style="list-style-type: none"> (a) for keeping unauthorized persons off the Site; (b) authorized persons shall be limited to the Bidder’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other Bidders on the Site), by a Notice from the Employer to the Bidder; and <p>Subject to Sub-Clause 4.1, the Bidder shall submit for the Employer’s No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Bidder shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Bidder’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer’s Requirements.</p> <p>The Bidder shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p>

	In making security arrangements, the Bidder shall also comply with any additional requirements stated in the Employer's Requirements."
Sub-Clause 4.23 Archaeological and Geological Findings	<p>The first paragraph is replaced with the following:</p> <p>"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Bidder shall:</p> <ul style="list-style-type: none"> (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Bidder's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Bidder's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Employer's Requirements and relevant Laws."
Sub-Clause 4.24 Code of Conduct	<p>The following is added as Sub-Clause 4.24:</p> <p>"The Bidder shall take all necessary measures to ensure that each Bidder's Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.</p> <p>These measures include providing instructions and documentation that can be understood by the Bidder's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Bidder shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Bidder's Personnel, Employer's Personnel and the local community.</p> <p>The Bidder's Management Strategy and Implementation Plans shall include appropriate processes for the Bidder to verify compliance with these obligations"</p>
Sub-Clause 4.25 Milestones	<p>The following is added as Sub-Clause 4.24:</p> <p>The Bidder shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be</p>

	<p>considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The Bidder shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [<i>Programme</i>], the time for completion of each Milestone.</p> <p>Sub-paragraph (d) of Sub-Clause 8.4 [<i>Advance Warning</i>] and Sub-Clause 8.5 [<i>Extension of the Time for Completion</i>] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Bidder may apply, by Notice to the Employer’s Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Bidder’s opinion, be complete. The Employer’s Representative shall, within 28 days after receiving the Contactor’s Notice:</p> <ul style="list-style-type: none"> (a) issue the Milestone Certificate to the Bidder, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Bidder to enable the Milestone Certificate to be issued. <p>The Bidder shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Employer’s Representative fails either to issue the Milestone Certificate or to reject the Bidder’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Bidder’s Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the Bidder fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <ul style="list-style-type: none"> (i) the Bidder shall, subject to Sub-Clause 20.1 [<i>Claims</i>], pay delay damages to the Employer for this default; (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone
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	<p>(with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;</p> <p>(iii) these delay damages shall be the only damages due from the Bidder for such default; and</p> <p>(iv) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Bidder's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Bidder)."</p>
<p>Sub-Clause 5.4</p> <p>Technical Standards and Regulations</p>	<p>The following is added as a second paragraph:</p> <p>"If so stated in the Employer's Requirements, the Bidder shall:</p> <p>(a) take into account climate change considerations in the design of the Works; and</p> <p>(b) Protected or conservation area management framework in place</p>
<p>Sub-Clause 6.1</p> <p>Engagement of Staff and Labour</p>	<p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>"The Bidder shall provide the Bidder's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Bidder's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer's Requirements. The Bidder's Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>The Bidder is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."</p>
<p>Sub-Clause 6.2</p> <p>Rates of Wages and Conditions of Labour</p>	<p>The following paragraphs are added at the end of this Sub-Clause:</p> <p>"The Bidder shall inform the Bidder's Personnel about:</p> <p>(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer's Requirements; and</p> <p>(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages,</p>

	<p>allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.</p> <p>The Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>Where required by applicable Laws or as stated in the Employer's Requirements, the Bidder shall provide the Bidder's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Bidder shall have paid the Bidder's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."</p>
Sub-Clause 6.5 Working Hours	<p>The following is inserted at the end of the Sub-Clause:</p> <p>The Bidder shall provide the Bidder's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements."</p>
Sub-Clause 6.6 Facilities for Staff and Labour	<p>The following is added as the last paragraph:</p> <p>"If stated in the Employer's Requirements, the Bidder shall give access to or provide services that accommodate the physical, social and cultural needs of the Bidder's Personnel. The Bidder shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements."</p>
Sub-Clause 6.7 Health and Safety of Personnel	<p>In the second paragraph, replace "The Bidder" with:</p> <p>"Except as otherwise stated in the Employer's Requirements, the Bidder..."</p>
Sub-Clause 6.9 Bidder's Personnel	<p>The Sub-Clause is replaced with:</p> <p>"The Bidder's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>The Employer may require the Bidder to remove (or cause to be removed) any person employed on the Site or Works, including the Bidder's Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract;

	<p>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</p> <p>(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;</p> <p>(f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; or</p> <p>(g) undertakes behaviour which breaches the Code of Conduct for Bidder's Personnel (ES).</p> <p>If appropriate, the Bidder shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Bidder's Representative, Sub-Clause 4.3 [Bidder's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [Bidder's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Employer to remove or cause to remove any person, the Bidder shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Bidder's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."</p>
<p>The following Sub-Clauses 6.13 to 6.25 are added after Sub-clause 6.12</p>	
<p>Sub-Clause 6.13 Foreign Personnel</p>	<p>The Bidder may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Bidder shall ensure that these personnel are provided with the required residence visas, work permits and professional certification, where it applies, before their engagement on site. The Employer will, if requested by the Bidder, use its best endeavours in a timely and expeditious manner to assist the Bidder in obtaining any local, state, national or government permission required for bringing in the Bidder's personnel.</p> <p>The Bidder shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Bidder shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>

	The Bidder shall submit a monthly report of foreign personnel engaged in the project, including their roles
Sub-Clause 6.14 Supply of Water	The Bidder shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Bidder's Personnel.
Sub-Clause 6.15 Measures against Insect and Pest Nuisance	The Bidder shall at all times take the necessary precautions to protect the Bidder's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Bidder shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.16 Alcoholic Liquor or Drugs	The Bidder shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Bidder's Personnel.
Sub-Clause 6.17 Arms and Ammunition	The Bidder shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Bidder's Personnel to do so
Sub-Clause 6.18 Festivals and Religious Customs	The Bidder shall respect the Country's recognized festivals, days of rest and religious or other customs
Sub-Clause 6.19 Funeral Arrangements	The Bidder shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
Sub-Clause 6.20 Forced Labour	<p>The Bidder, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>

<p>Sub-Clause 6.21</p> <p>Child Labour</p>	<p>The Bidder, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Bidder, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Bidder, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Bidder with the Employer's consent. The Bidder shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
<p>Sub-Clause 6.22</p> <p>Employment Records of Workers</p>	<p>The Bidder shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the Bidder under Sub-Clause 6.10 [Bidder's Records].</p>
<p>Sub-Clause 6.23</p> <p>Workers' Organizations</p>	<p>In countries where the relevant labour laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Bidder shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will</p>

		<p>be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organizations, the Bidder shall enable alternative means for the Bidder's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Bidder shall not seek to influence or control these alternative means. The Bidder shall not discriminate or retaliate against the Bidder's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce."</p>
<p>Sub-Clause 6.24</p> <p>Non-Discrimination</p> <p>Equal Opportunity</p>	<p>and</p>	<p>The Bidder shall not make decisions relating to the employment or treatment of Bidder's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Bidder shall base the employment of Bidder's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Bidder shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.21).</p>
<p>Sub-Clause 6.25</p> <p>Bidder's Personnel Grievance Mechanism</p>		<p>The Bidder shall have a grievance mechanism for Bidder's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.23, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Bidder's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make</p>

	<p>the grievance mechanism easily accessible to all Bidder's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Bidder's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements."</p>
Sub-Clause 7.3 Inspection	The second paragraph is modified to start as: "Except as otherwise specified in the Contract, the Bidder shall facilitate and give...."
Sub-Clause 10.4 Surfaces Reinstatement Requiring	<p>The following is added as 10.4</p> <p>10.4.1 The Bidder is responsible for protection, replacement or reinstating surfaces used or affected by the works to equal or better, in all respects, than their original condition</p> <p>10.4.2 During the progress of the Works the Bidder shall be responsible to maintain any facilities or access routes that remain in use by the public during construction, ensuring they are kept reasonably free from all unnecessary obstruction and in a reasonable working state.</p> <p>10.4.3 Except as otherwise stated in the Taking-Over Certificate, a certificate for a Section or Part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.</p>
Sub-Clause 13.3 Variation procedure	<p>Sub-Clause 13.3.1 (a) is replaced with the following:</p> <p>"(a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Bidder and sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data."</p>
Sub-Clause 13.4 Provisional Sums	<p>The following is inserted as the penultimate paragraph:</p> <p>"The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Employer shall be required with respect to the work of the DAAB. The Bidder shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of</p>

	such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.”
Sub-Clause 13.6 Adjustments for Changes in Laws	The following is added at the end of the Sub-Clause: “Notwithstanding the foregoing, the Bidder shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7.1 [Adjustments for Changes in Cost].”
Sub-Clause 13.7 Adjustments for Changes in Cost	The first paragraph stating as: “ If there are no schedule(s) of cost indexation in the Particular Conditions, this Sub-Clause shall not apply.” is replaced with: “If there are no schedule(s) of cost indexation in the Appendix to the Contract Agreement, this Sub-Clause shall not apply.”
Sub-Clause 14.2 Advance Payment	In Sub-Clause 14.2, the second sentence is modified as follows: “The amount of the advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions in which it is to be paid shall be as stated in the Contract Data.” In Sub-Clause 14.2.2: “14 days” is replaced with: “the period stated in the Contract Data”. the phrase in 14.2.2“(a) the Employer has received both the Performance Security, and the Advance Payment Guarantee,” is modified as follows: “(a) the Employer has received both the Performance Security, and, if applicable, an ES Performance Security, in accordance with Sub-Clause 4.2, and the Advance Payment Guarantee,” The following is added at the end of the Sub-Clause 14.2.3(b): “, provided that the advance payment shall be completely repaid prior to the time when 75 percent (75%) of the Accepted Contract Amount less Provisional Sums is paid.”
Sub-Clause 14.3 Application for Interim Payment	The following is inserted at the end of (vi) after: <i>[Agreement or Determination]</i> : “any reimbursement due to the Bidder under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”

Sub-Clause 15.1 Notice to Correct	<p>The following is then added as (d)</p> <p>“(d) specify the time within which the Bidder shall respond to the Notice to Correct.”</p> <p>In the third para, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
Sub-Clause 15.2 Termination for Bidder’s Default	<p>In Sub-Clause 15.2.1, sub-paragraph (h) is replaced with the following:</p> <p>“(h) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”</p>
Sub-Clause 17.7 Use of Employer’s Accommodation/Facilities	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Bidder shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Bidder until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Bidder is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Bidder shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.”</p>
Sub-Clause 18.1 Exceptional Events	<p>Sub-paragraph (c) is substituted with:</p> <p>“(c) riot, commotion, disorder or sabotage by persons other than the Bidder’s Personnel and other employees of the Bidder and Subcontractors;”</p>
Sub-Clause 18.4 Consequences of an Exceptional Event	<p>The following added at the end of Sub-Clause 18.4(b) after deleting the “.”:</p> <p>“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be Provided by the Bidder].”</p>
Sub-Clause 18.5 Optional Termination	<p>In sub-paragraph (c), “and necessarily” is inserted after “reasonably”.</p>
Sub-Clause 19.2	<p>The second paragraph of Sub-Clause 19.2.5 [Injury to employees] is replaced with: “The Employer shall also be</p>

Insurance to be provided by the Bidder	indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Bidder or any other of the Bidder's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."
Sub-Clause 20.1 Claims	In a): "any additional payment" is replaced with "payment".
Sub-Clause 20.2 Claims for Payment and/or EOT	The first paragraph is replaced with: "If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:"
Sub-Clause 21.2 Failure to Appoint DAAB Member(s)	For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]" is replaced with: "within 42 days from the date the Contract is signed by both Parties"
Sub-Clause 21.6 Arbitration	In the first paragraph, "unless otherwise agreed by both Parties:" is deleted and replaced with: " The Parties agree:"

Appendix- General Conditions of DAAB Agreement	
1. Definitions	In Sub-Clause 1.7 a(i):” authorized representative of the Bidder or of the Employer” is replaced with: “Bidder’s Representative and “Employer Representative”
2. General provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	<p>Sub-Clause 3.3 is deleted and replaced with the following: “When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:</p> <ul style="list-style-type: none"> (a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; (b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; (c) has received formal training as an adjudicator from an internationally recognized organization; (d) has experience and/or is knowledgeable in the type of work which the Bidder is to carry out under the Contract; (e) has experience in the interpretation of construction and/or engineering contract documents; (f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and (g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”
7. Confidentiality	In 7.3: “or” is deleted after sub-paragraph (b). In sub-paragraph (c), “.” Is replaced with: “; or” and sub-paragraph
9. Fees and Expenses	In Sub-Clause 9.1 c): “business class or equivalent” is replaced with: “in less than first class”
	In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.
Annex- DAAB Procedural Rules	
Rule 3.3	In 3.3 (b), “140 days” is replaced with: “180 days”.

Particular Conditions

Part C- Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/ Bidders), Consultants, Bidders and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering in to a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under sub section (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;

- b) Shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- i) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows: “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- a) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the

procuring entity or the tenderer or the Bidder, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- b) Rejects a BID for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- d) Requires that a clause be included in Tender documents and Request for BID documents requiring (i) Tenderers (applicants/Bidders), Consultants, Bidders, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- e) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/BIDs a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - (i) *work permits: number required, number received, actions taken for those not received;*
 - (ii) *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - (i) *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - (ii) *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed*

- (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
- (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
- (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Bidder's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
- (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
 - k. *Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - (i) Worker grievances;
 - (ii) Community grievances
 - l. *Traffic, road safety and vehicles/equipment:*
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
 - m. *Environmental mitigations and issues (what has been done):*
 - (i) dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
-

- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

SECTION X - CONTRACT FORMS

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent simultaneously to each Bidder that submitted a BID, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where BID is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

BID No: *[insert BID reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your BID, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bidder]</i>
Total combined score:	<i>[insert the total combined score of the successful Bidder]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a BID, the BID price as read out and evaluated, technical and combined scores.]*

Name of Bidder	Engineering Score	Technical Score	BID price	Evaluated BID Cost (if applicable)	Combined Score
<i>[insert name]</i>	<i>[insert Engineering score]</i>	<i>[insert Technical score]</i>	<i>[insert BID price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Engineering score]</i>	<i>[insert Technical score]</i>	<i>[insert BID price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Engineering score]</i>	<i>[insert Technical score]</i>	<i>[insert BID price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Engineering score]</i>	<i>[insert Technical score]</i>	<i>[insert BID price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Engineering score]</i>	<i>[insert Technical score]</i>	<i>[insert BID price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your BID was unsuccessful *[Delete if the combined score already reveals the reason]*

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your BID. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a BID in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

BID No.: [insert number of BID process]

Request for BID No.: [insert identification]

To: [insert complete name of Employer]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first),			

<i>nationality, country of residence]</i>			
---	--	--	--

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

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 a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the BID shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the BID Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Bidder]*

This is to notify you that your BID dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Lumpsum EPC Contract Amount Kenya Shilling *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, and (ii) the additional information on beneficial ownership in accordance with ITB 53.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the BID document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Bidder”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Bidder, and has accepted a BID by the Bidder for the execution and completion of these Works on EPC basis and the remedying of any defects therein,

The Employer and the Bidder agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of BID
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Employer’s Requirements
 - (g) the completed Schedules
 - (h) the BID of the Bidder, and
 - (i) any other documents forming part of the Contract including, but not limited to:
 - i. Code of Conduct for Bidder’s Personnel (ES).
 - ii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
 3. In consideration of the payments to be made by the Employer to the Bidder as specified in this Agreement, the Bidder hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other
-

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Bidder)

Appendix 1: Schedule of Payments

Appendix 2: Schedule of Cost Indexation *[as applicable]*

Appendix 3: Schedule of Performance Standards *[as applicable]*

Appendix 4: Schedule of Performance Damages *[as applicable]*

Appendix 1 – Schedule of Payments

[Note: Schedule of Payments may be in one of the following forms:

- a. an amount, or percentage of the estimated final Contract Price, for each month (or other period) during the Time for Completion (but this can prove unreasonable if the Bidder's progress differs significantly from the expectation on which the Schedule was based); or
- b. amounts based on the actual progress achieved by the Bidder in executing the Works, which necessitates careful definition of the payment milestones (but disagreements may arise when the work required for a payment milestone is nearly achieved but the balance of the work, albeit minor, cannot be completed until some months later)

Accordingly, as brought out in GC 14.4, the instalments quoted in the Schedule of Payments shall be treated as the estimated contract values, and the Employer's Representative may proceed to agree or determine revised instalments, and the revised instalments shall take account of the extent to which progress differs from that on which the Schedule of Payments was based.

Alternatively, if the Works consist of only a few different types of operations, a simple measurement approach for interim valuations may be appropriate]

Procedures for payment

[If payments against the Contract are to be made in instalments pursuant to GC Sub-Clause 14.4 then the Employer shall include a table of instalments here. If not already stated in the PC, this section should include:

- *Table of Instalments*
 - *Currencies of payment*
 - *Payment of taxes and duties*
 - *Procedures for certification of amounts due*
 - *Documentation to be provided etc.]*
-

Appendix 2 – Schedule of Cost Indexation

[Include the finalized Schedule of Cost Indexation for the Contract]

Appendix 3 - Schedule of Performance Guarantees¹

General: This Schedule of Performance Guarantees shows the guarantees required by the Employer for performance of the Works and/ or any part of the Works (as the case may be) in terms of the specified performance criteria, and stating (a) the applicable Performance Damages payable in the event of failure to attain any of the guaranteed performance(s); and (b) the minimum acceptable performance criteria.

Examples:

1. Capacity Standard (s)

No	Item	Unit	Minimum Capacity

Allowable Exclusions (if any):

(i) *[list]*

2. Reliability Standards (unscheduled interruptions/downtime)

No	Item	Unit	Value

Allowable Exclusions (if any):

(i) *[list – e.g. interruptions caused by third parties]*

3. Productivity Standards (production norms)

No	Item	Unit	Minimum Rate

Allowable Exclusions (if any):

(i) *[list – e.g. [x%] failure rate permitted per Month]*

¹ The Employer should review and modify this Appendix to suit the specific requirement of the Works being procured.

4. Quality Standards

No	Parameter	Unit	Value / Limit

Allowable Exclusions (if any):

(i) *[list- e.g. up to [] percent failure permitted per Month]*

5. Monitoring and testing standards

No	Parameter	Type of test	Frequency of testing

Allowable exclusions (if any):

(ii) *[list]*

6. Energy efficiency standards (short/ medium/ long term)

No	Efficiency item	Unit	Limit Value (maximum permitted average energy use during evaluation period)	Efficiency evaluation period
	<i>[may include multiple efficiency standards]</i>	<i>[e.g. KwHr per unit of output]</i>		

Allowable exclusions (if any):

(i) *[list]*

Appendix 4 - Schedule of Performance Damages²

The Bidder shall pay to the Employer performance damages as³ specified below.

Performance Damages for Delay and Interruptions

Ref:	Item	Unit <i>[e.g. amount per day, per incident etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>

Performance Damages for failure to meet Performance Standards

Ref:	Item	Unit <i>[e.g. amount per day, per incident, per unit etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>	Exclusions (if any)
				<i>[e.g. first failure in Calendar Month]</i>

The performance damages above shall be in addition to any fines that may be imposed on the Bidder by the courts for breach of the terms of the applicable permits, licenses or consents.

² The Employer should review and modify this Appendix to suit the specific requirement of the Works being procured.

³ Insert currency and amount

Performance Security

Option 1: (Demand Guarantee)

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s)]

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

Option 2: Performance Bond

By this Bond _____ as Principal (hereinafter called “the Bidder”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Bidder and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Bidder has entered into a written Agreement with the Employer dated the _____ day of _____, 20 _____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Bidder shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Bidder shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (4) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest
- (5) Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Bidder under the Contract, less the amount properly paid by Employer to Bidder; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Bidder has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s Bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of ____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Tender Name: Engineering, Procurement, Construction and Financing of Athi Dam Inclusive of Associated Irrigation Water Conveyance System Project, Kitui and Tana-River County, NIA/T/186/2024-2025. National Irrigation Authority, Republic of Kenya

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

RETENTION MONEY 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 Bidder, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money]*, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a 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 an amount of _____ *[insert amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.*

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

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at 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 hereby excluded.

[signature(s)]

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

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*