



NORTHERN WATER WORKS DEVELOPMENT AGENCY

Bidding Document for Procurement of Works for Equipping of Exploratory Boreholes Project - Lot 1- Sarman Tarbaj Water Supply project (Volume I - Bidding Document)

Employer: NORTHERN WATER WORKS DEVELOPMENT AGENCY

Project: WATER AND SANITATION DEVELOPMENT PROJECT

Contract title: Equipping of Exploratory Boreholes Project - Lot 1- Sarman Tarbaj Water Supply Project

Country: KENYA

Credit No. 60300

RFB No: KE-NWWDA-541055-CW-RFB

Issued on: 14TH APRIL ,2026

REPUBLIC OF KENYA

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures	3
Section 1 - Instructions to Bidders.....	4
Section II - Bid Data Sheet (BDS).....	29
Section III - Evaluation and Qualification Criteria.....	35
Section IV - Bidding Forms.....	52
Section V - Eligible Countries.....	97
PART 2 – Works Requirements	109
Section VII - Works Requirements.....	110
PART 3 – Conditions of Contract and Contract Forms	137
Section VIII. General Conditions of Contract.....	138
Section IX. Particular Conditions of Contract.....	183
Section X - Contract Forms.....	188



1
THE WORLD BANK
IBRD • IDA

REQUEST FOR BIDS (RFB)

Country: Kenya

Project: WATER AND SANITATION DEVELOPMENT PROJECT

Credit No.: IDA-60300

Ref: KE-NWWDA-541055-CW-RFB

**RFB Title: Equipping of Exploratory Boreholes Project-Lot 1-
Sarman - Tarbaj Water Supply**

County

Contract No. KE. KE-NWWDA-541055-CW-RFB

1. The **Northern Water Works Development Agency** *has received* financing from the World Bank toward the cost of the **Water and Sanitation Development Project**, and intends to apply part of the proceeds toward payments under the contract for **Equipping of Exploratory Boreholes Project-Lot 1- Sarman - Tarbaj Water Supply, Contract No. KE-NWWDA-541055-CW-RFB.**
2. The **Northern Water Works Development Agency** now invites sealed bids from eligible bidders for **Equipping of Exploratory Boreholes Project-Lot 1- Sarman - Tarbaj Water Supply, Contract No. KE-NWWDA-541055-CW-RFB**, as detailed below: , , 160/140 OD, PN10-16, and associated civil works
 - Borehole Equipping with Solar.
 - HDPE Rising Main 40KM , 160/140 OD, PN10-16, and associated civil works
3. Bidding will be conducted through the National Competitive Bidding procurement using a Request for Bids as specified in the World Bank's "Procurement Regulations" for IPF Borrower and is open to all eligible Bidders as defined in the procurement Regulations.

4. Interested eligible Bidders may obtain further information from Northern Water Works Development Agency, Procurement office (A3 Ground floor), email info@nwwda.go.ke and inspect the bidding documents during office hours 00900 to 1600 hours at the address given below
5. The bidding document in English may be downloaded free of charge from our website www.nwwda.go.ke or www.tenders.go.ke - Public Procurement Information Portal Addendum/Clarifications will also be posted in the NWWDA website immediately they become available
6. Bids must be delivered to the address below on or before the **12th May 2026 at 11.00 am**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below at **Conference Room, at 11.30 am on 12th May 2026**.
7. All Bids shall be accompanied by a Bid Security (Unconditional Bank guarantee) of **Kshs. 2,000,000.00** (Two Million only)
8. The address referred to above is:

**Chief Executive Officer
Northern Water Works Development Agency
Maji House, Kismayu Road
P.O. Box 495 – 70100
GARISSA, KENYA
Fax: +254-46-2103598
Info@nwwda.go.ke**

Website: www.nwwda.go.ke

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Clauses

A.	General.....	6
1.	Scope of Bid.....	6
2.	Source of Funds	7
3.	Corrupt and Fraudulent Practices.....	7
4.	Eligible Bidders	7
5.	Eligible Materials, Equipment and Services.....	10
B.	Contents of Bidding Document.....	10
6.	Sections of Bidding Document	10
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	11
8.	Amendment of Bidding Document.....	12
C.	Preparation of Bids.....	12
9.	Cost of Bidding.....	12
10.	Language of Bid.....	12
11.	Documents Comprising the Bid.....	13
12.	Letter of Bid and Schedules	13
13.	Alternative Bids	13
14.	Bid Prices and Discounts	14
15.	Currencies of Bid and Payment	15
16.	Documents Comprising the Technical Proposal.....	15
17.	Documents Establishing the Qualifications of the Bidder.....	15
18.	Period of Validity of Bids.....	16
19.	Bid Security	16
20.	Format and Signing of Bid.....	18
D.	Submission and Opening of Bids.....	18
21.	Sealing and Marking of Bids	19
22.	Deadline for Submission of Bids	19
23.	Late Bids	19
24.	Withdrawal, Substitution, and Modification of Bids	19
25.	Bid Opening.....	20
E.	Evaluation and Comparison of Bids	21
26.	Confidentiality	21

27.	Clarification of Bids.....	21
28.	Deviations, Reservations, and Omissions.....	22
29.	Determination of Responsiveness.....	22
30.	Nonconformities, Errors, and Omissions.....	23
31.	Correction of Arithmetical Errors.....	23
32.	Conversion to Single Currency.....	24
33.	Margin of Preference.....	24
34.	Subcontractors.....	24
35.	Evaluation of Bids.....	24
36.	Comparison of Bids.....	25
37.	Qualification of the Bidder.....	25
38.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	26
F.	Award of Contract.....	26
39.	Award Criteria.....	26
40.	Notification of Award.....	26
41.	Signing of Contract.....	28
42.	Performance Security.....	28
43.	Adjudicator.....	28

Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) “day” means calendar day; and
 - (d) “**ES**” means environmental and social (including Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH));
 - (e) “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

“**Sexual Exploitation**” is defined as 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;

“**Sexual Abuse**” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (f) “**Sexual Harassment**” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;
 - (g) “**Contractor’s Personnel**” is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

- (h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of 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 bidding 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.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders 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 bidding process, if the Bidder:
- (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 bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
 - (h) 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;
 - (i) has a close business or family relationship with a professional staff of the Borrower (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 bidding

documents or specifications 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 Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. 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.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank 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 Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing 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 Bidding Documents 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 clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of 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 for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 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.

- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, 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 Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding 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.
- 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 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate

translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 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.

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer

may require the Bidder to justify its proposed indices and weightings.

- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices¹ and the total bid price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer'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 are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.2 If a margin of preference applies as specified in accordance with ITB 33.1, 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 33.1.

¹ In lump sum contracts, delete "rates and prices and the."

² For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

**18. Period of
Validity of Bids**

- 18.1 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 nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiry of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 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**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 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:
- (a) an unconditional guarantee issued by a bank or 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 **specified in the BDS.**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the bid validity, or beyond any extended date if requested under ITB 18.2.

- 19.4 If a bid security or 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.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 42.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 19.7 The bid security may be forfeited:
- (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 extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42.
- 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 constituted into a legally-enforceable JV, at the time of bidding,

the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, and

- (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: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. 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 initialed by the person signing the bid.

20.3 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.

20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (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:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, 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 corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding 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. 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. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts

and alternative bids; 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 and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. 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.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 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 given a reasonable time for a response. 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. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the

correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 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.

**28. Deviations,
Reservations,
and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of
Responsiveness**

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may

not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 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. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be 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 bids, the Employer shall use its best estimate.

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) 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) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders³ shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
- 34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;

³ 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 are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

⁵ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment for nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);
- 35.3 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.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
- 35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 37.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention 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 Employer will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding 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.

F. Award of Contract

- 39. Award Criteria** 39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
 - (ii) bid prices as read out at Bid Opening;
 - (iii) name and evaluated prices of each Bid that was evaluated;

- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification 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 conditions of contract, subject to ITB 35.5, using for that purpose 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 institution located in the Employer's Country.
- 42.2 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 to sign the Contract Agreement 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 next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The Employer is: NORTHERN WATER WORKS DEVELOPMENT AGENCY
	The identification number of the bidding process is: KE-NWWDA-541055-CW-RFB Equipping of Exploratory Boreholes Project - Lot 1- Sarman Tarbaj Water Supply Project The number and identification of lots comprising this bidding process is: Not Applicable
ITB 2.1	The Borrower is: Government of Kenya (GoK) Loan or Financing Agreement amount: US\$300 Million The name of the Project is: Water and Sanitation Development Project (WSDP).
ITB 4.1	Maximum number of members in the JV shall be: <i>N/A</i>
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .

B. Bidding Documents

ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: The Chief Executive Officer, Northern Water Works Development Agency Maji House – Kismayu Road P.O. Box 495-70100, Garissa, KENYA Telephone:+254-46-2103598 Electronic mail address: info@nwwda.go.ke Requests for clarification should be received by the Employer no later than: 30TH April 2026
ITB 7.4	A Pre-Bid meeting " <i>shall not</i> " take place.

	<p>If a Pre-Bid meeting will take place, it will be at the following date, time and place: <i>N/A</i></p> <p>Time: N/A</p> <p>Place: N/A</p> <p>A site visit conducted by the Employer <i>shall not be</i> organized.</p>
--	---

C. Preparation of Bids

<p>ITB 10.1</p>	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
<p>ITB 11.1 (b)</p>	<p>The following schedules shall be submitted with the bid:</p> <p><i>The priced Bill of Quantities</i></p>
<p>ITB 11.1 (h)</p>	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <ol style="list-style-type: none"> 1) Schedule of Proposed Personnel (see Technical Proposal Forms); 2) Schedule of Equipment to be used in the Contract (see Technical Proposal Forms); 3) Site Organization Chart; 4) Method Statement; 5) Mobilization Schedule; 6) Construction Schedule – should be presented as a Gantt Chart 7) Work commitments 8) Code of Conduct for Contractor’s Personnel (ES); The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’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 9) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks; The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:

	<p>a) Environmental and Social Risks and Impacts identified in the Project's Environmental and Social Impact Assessment (ESIA);</p> <p>b) Sexual Exploitation, and Abuse/Sexual Harassment (SEA/SH) risks; and</p> <p>Construction Traffic risks</p>
ITB 13.1	Alternative bids <i>Alternative bids shall NOT be permitted.</i>
ITB 13.2	Alternative times for completion shall NOT be permitted.).
ITB 13.4	Alternative technical solutions shall NOT be permitted.
ITB 14.5	The prices quoted by the Bidder shall NOT be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: Kenya Shillings (KES).
ITB 18.1	<i>The Bid shall be valid until: 9th September 2026.</i>
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): _____ N/A
ITB 19.1	<p>A Bid Security shall be required valid 28 days beyond the validity period and in form of unconditional on-demand bank guarantee issued by a reputable bank from an eligible Country.</p> <p>A Bid-Securing Declaration shall not be required.</p> <p>The amount and currency of the bid security shall be: KES 2,000,000 (Kenya Shillings Two Million Shillings Only)</p>
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 20.1	In addition to the original of the bid, the number of copies is One (1)
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney No authorization to sign the bid on behalf of the Bidder is required if the signing person is the Managing Director, Chief Executive or Proprietor of the bidding firm. If, however, the signatory of the bid is a person holding a lesser position in the firm, submission of a written confirmation of authorization is mandatory; and</p>

	<p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution</p>
--	---

D. Submission and Opening of Bids

<p>ITB 22.1</p>	<p>Bidders <i>shall not have</i> the option of submitting their bids electronically. If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <i>N/A</i></p>
<p>ITB 22.1</p>	<p>For <u>bid submission purposes</u> only, the Employer's address is: Northern Water Works Development Agency Maji House - Kismayu Road, P.O Box 495- 70100, GARISSA-KENYA info@nwwda.go.ke</p> <p>The deadline for bid submission is: Date: 12th May 2026 Time: 11.00a.m</p> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
<p>ITB 25.1</p>	<p>The bid opening shall take place at: Street Address: Maji house Kisimayu Road Garissa Floor/ Room number: First Floor, Conference Room City: GARISSA Postal Code: 70,100 Country: KENYA Date: Thursday, <u>Tuesday, 12th May 2026</u> Time: 1130 HRS LOCAL TIME</p>

ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initialed by Three (3) representatives of the Employer conducting Bid opening.
-----------------	--

E. Evaluation and Comparison of Bids

ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Kenya Shillings.</p> <p>The source of exchange rate shall be: Central Bank of Kenya Selling Rate. The date for the exchange rate shall be: The Date of Bid opening. The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure that follows:</p> <p>Bidders quote entirely in local currency For comparison of bids, the Bid Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Day work 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 33.1	A margin of preference <i>shall not apply.</i>
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 20 % of the total contract amount or 20 % of the volume of work.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>

F. Award of Contract

ITB 43.1	<p>The Adjudicator shall be appointed by the Chartered Institute of Arbitrators (Kenya Branch), acting as the Appointing Authority, in the event that the Parties fail to reach agreement on the appointment.</p> <p>The hourly fee of the Adjudicator shall be determined and agreed upon between the Parties at the time of appointment.</p> <p>The biographical details of the Adjudicator shall be provided upon appointment.</p>
----------	---

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and postqualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- -For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- -Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

Table of Criteria

1.	Margin of Preference -N/A.....	37
	(b) After bids have been received and reviewed by the Borrower, responsive bids shall be classified into the following groups:	37
	(i) Group A: bids offered by domestic contractors eligible for the preference.....	37
	(ii) Group B: bids offered by other contractors.	37
2.	Evaluation	37
2.1	Adequacy of Technical Proposal	37
2.2	Multiple Contracts- N/A	38
2.3	Alternative Completion Times.....	40
2.4	Technical Alternatives	40
2.5	Specialized Subcontractors	40
3.	Qualification	41
5	Key Personnel	50
6.	Equipment.....	51

1. Margin of Preference -N/A

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as:

A margin of preference of 7.5% (seven and one-half percent) shall be granted to domestic contractors, in accordance with, and subject to, the following provisions:

Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.

(b) After bids have been received and reviewed by the Borrower, responsive bids shall be classified into the following groups:

- (i) Group A: bids offered by domestic contractors eligible for the preference.
- (ii) Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective bid price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected

2. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and

material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts- N/A

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

(i) N contracts, each of minimum value V;

Or

Option 2:

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$.

(b) For multiple Contracts

Option 1:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

Option 2:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1,N2,N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc.

Or

Option 3:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

---etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

---etc, or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ ---but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ ----.

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

2.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

2.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

3. Qualification

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.6	Legal Registration	The Bidder shall be a legally registered entity.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Certificate of Incorporation/Registration
1.7	Company Ownership	The Bidder shall provide a current CR12 (or equivalent) issued within six (6) months prior to the date of bid submission.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	CR12 and copies of Directors' Identification Documents

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
1.8	Contractor Registration	The Bidder shall be registered with the National Construction Authority (NCA) under Category 4 or higher (or equivalent).	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Valid NCA Registration Certificate
1.9	Tax Compliance	The Bidder shall possess a valid Tax Compliance Certificate issued by the relevant authority.	Must meet requirement	Must meet requirement	Must meet requirement		
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor default since 1st January, 2020	Must meet requirement ^{1 and 2}	Must meet requirements	Must meet requirement ⁷	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

⁶ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁷ This requirement also applies to contracts executed by the Bidder as JV member.

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1st January, 2020	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years. ⁹	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

⁸ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁹ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder 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 as <u>Kshs. 40,000,000.00 (Forty Million Shillings Only)</u> for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works	Must meet requirement	Must meet requirement	N/A	N/A	

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		currently in progress and for future contract commitments.					
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's Country, other financial statements acceptable to the Employer, for the last Five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of <u>Kshs 100,000,000.00 (Kenya Shillings Hundred Million Only)</u> calculated as total certified payments received for contracts in progress and/or completed within the last <u>Five (5) years</u> .	Must meet requirement	Must meet requirement	Must meet <u>50</u> %, of the requirement	Must meet <u>75</u> %, of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <u>FIVE (5) years</u> , starting <u>1st January, 2020</u>	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

c			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
4.2 (b)		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January, 2020 and Application submission deadline, a minimum construction experience in the following key activities successfully completed¹⁰:</p> <p>Attached copies of letter of notification of Award, Signed Contract and completion certificate</p> <p>Due diligence will be done unauthentic documents will lead to disqualification</p>	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹¹ <i>At least one member shall demonstrate experience in installation of HDPE pipelines of diameter 100 mm and above with a minimum cumulative length of 20 km.</i>	Form EXP – 4.2 (b)
4.2 (c)	Specific Experience in managing ES aspects	<p>For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January, 2020 and Application submission deadline, At least 1 number of contract(s) of a similar nature</p>	<i>At least one member shall demonstrate experience in installation of HDPE pipelines of diameter 100 mm and above with a minimum</i>	Must meet requirements	Must meet the following requirements: N/A	Must meet the following requirements: <i>At least one member shall demonstrate experience in installation of HDPE pipelines</i>	Form EXP – 4.2 (c)

¹⁰ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

c			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		<p>executed within Kenya, , that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kshs.100,000,000 (Kenya Shillings One Hundred million).¹²</p> <ul style="list-style-type: none"> • installation of HDPE pipelines of diameter 100 mm and above, with a minimum cumulative length of 20 km; • Installation of at least two (2) pump sets (submersible and/or booster) including associated mechanical works; • Installation of control panels and switchgear for pump 	<i>cumulative length of 20 km.</i>			<i>of diameter 100 mm and above with a minimum cumulative length of 20 km.</i>	

¹² The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

c			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		<p>operation (minimum one complete system);</p> <ul style="list-style-type: none"> • Installation of at least one (1) solar-powered water pumping system with a minimum capacity of 30 kW; • Installation of at least one (1) diesel generator (genset) system for backup power; • Construction of at least one (1) pump house; • Execution of hydrostatic pressure testing and commissioning of water conveyance systems at last 20km in total of diameter 100mm and above. 					

c			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each member	At least one member	
		<ul style="list-style-type: none"> • experience in managing ES risks and impacts in the following aspects: a) <i>Waste Disposal</i> b) <i>HIV/AIDS Awareness</i> c) <i>Noise Pollution</i> d) <i>Drugs Abuse Awareness</i> 					

5 Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specifications.

The Bidder shall provide details of the 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 relevant Forms in Section IV, Bidding Forms. (attach CV and certificates)

S/NO	Position	Qualifications	Total Work Experience (Years)	In Similar Works Experience (Years)
1	Project Manager (1 Nr.)	Bsc. Civil Engineering or Construction Management from a recognized Institution. Professional Registration with EBK or equivalent	15	10
2	Site Agent (1Nr.)	B.Sc. Civil Engineering Professional Engineer registered with the Engineer's Board of Kenya or equivalent	10	5
3	Assistant Site Agent (1Nr.)	BSc. Civil Engineering (Grad. Engineer EBK and IEK)/ Higher Diploma in Building and civil Engineering	5	2
4	Foremen (1Nr.)	Diploma in Building Construction	10	5
5	Sociologist (1Nr.)	BA Sociology / Social Work/ Community Development	5	3
6	Site HSE Officer (1Nr.)	BSc. Environmental Studies or equivalent Registered with DOSHS	5	3
7	Gender/GBV/ SEA Officer (1Nr.)	Bachelors in Gender studies, Development Studies /relevant Social Sciences discipline from a recognized Institution.	5	3

6. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1.	Excavators (1.0–1.5 m ³ bucket capacity, for trenching)	2 No.
2.	Tipper Trucks (10–20 tons capacity)	4 No.
3.	Water Bowser (≥10,000 litres capacity)	1 No.
4.	Vibratory Roller / Plate Compactor	1 No.
5.	HDPE Butt Fusion Welding Machine (up to 160 mm diameter)	3 No.
6.	Electrofusion Welding Machine	1 No.
7.	Hydrostatic Pressure Testing Pump	1 No.
8.	Generator (100 kVA, 415V)	1 No.
9.	Crane / Lifting Equipment (5–20 tons capacity)	1 No.
10.	Borehole Pump Installation Equipment (lifting tripod/chain block, installation tools)	1 Set
11.	Concrete Mixer (0.3–0.5 m ³ capacity)	1 No.
12.	Solar Installation Equipment (mounting systems & specialized tools)	1 Lot
13.	Electrical & Control Installation Testing Equipment (Multimeter, Megger, etc.)	1 Set
14.	Survey Equipment (Total Station / GPS Level)	1 Set

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.(Proof of ownership)

• **(Log book or lease/hire agreements must be attached specifying the registration or serial numbers)**

(The leased/hired equipment validity period should exceed at least one year from the date submission)

Section IV - Bidding Forms

Table of Forms

Letter of Bid	53
Schedules	56
Bill of Quantities	56
Schedule(s) of Adjustment Data.....	53
Form of Bid Security (Bank Guarantee)	54
Form of Bid Security (Bid Bond)	56
Form of Bid-Securing Declaration	58
Technical Proposal	59
Technical Proposal Forms	59
Form PER -1	60
Form PER-2:.....	62
Equipment	64
Site Organization	65
Method Statement.....	66
Mobilization Schedule.....	67
Construction Schedule.....	68
ES Management Strategies and Implementation Plans	69
Code of Conduct for Contractor’s Personnel (ES) Form	70
Bidder’s Qualification	75
Form ELI -1.1: Bidder Information Form	76
Form ELI -1.2: Information Form for JV Bidders	77
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History	78
Form CON – 3:Environmental and Social	81
Form CON – 4 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration	83
Form CCC: Current Contract Commitments / Works in Progress	85
Form FIN – 3.1: Financial Situation and Performance	86
Form FIN - 3.2: Average Annual Construction Turnover.....	88
Form FIN - 3.3: Financial Resources	89
Form EXP - 4.1: General Construction Experience	90
Form EXP - 4.2(a): Specific Construction and Contract Management Experience.....	91
Form EXP - 4.2(b): Construction Experience in Key Activities	93
Form EXP - 4.2(c): Specific Experience in Managing ES aspects	96

Letter of Bid

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

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

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

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

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

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

To: *[insert complete name of Employer]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- (e) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (f) The total price of our Bid, excluding any discounts offered in item (f) below is:

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

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

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

- (g) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (h) Our bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) If our bid is accepted, we commit to obtain a performance security *[and an Environmental, and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the Bidding Documents;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (k) We, along with any of our subcontractors, suppliers, consultants, 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 a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

¹ Bidder to use as appropriate

-
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Schedules

Bill of Quantities

Item No.	Description	Unit	Quantity	Rate (KES)	Amount (KES)
BILL NO. 1: PRELIMINARY AND GENERAL ITEMS					
A1 – CONTRACTUAL REQUIREMENTS					
<i>contractor to quote for costs related obtaining, maintaining and complying</i>					
1A11	Performance Security	sum	1		
1A12.1	Contractors' All Risks (CAR) Insurance	sum	1		
1A12.2	Third Party Liability Insurance	sum	1		
A2 – SPECIFIED REQUIREMENTS (ENGINEER'S FACILITIES & SERVICES)					
Attendance and Facilities to the Engineer					
Attendance to the Resident Engineer and staff, including salaries, allowances and support services (PROVISIONAL)					
1A21		Prov sum	1	500,000	500,000
1A22	Accommodation for Resident Engineer and staff	sum	1	500,000	500,000
1A23	Provision and establishment of Resident Engineer's office, including utilities and fittings (reverts to Employer)	sum	1	500,000	500,000
1A24	Survey equipment for the Engineer (RTK GPS). The equipment to revert to the Employer at the end of the contract	sum	1	1,000,000	1,000,000
1A24	Office equipment-. The equipment to revert to the Employer at the end of the contract	sum	1	1,000,000	1,000,000
1A25	Establishment of Engineer's site offices	sum	1	300,000	300,000
Engineer's Transport – Capital Items (Ownership to Employer)					
1A26	Hire of project vehicle 2400CC four wheel drive double Cab	Months	5	250,000	1,250,000
Engineer's Transport – Operation & Support					
1A29	Fuel, servicing and routine maintenance of Engineer's vehicles	month	5	150,000	750,000
1A30	Drivers and support staff for Engineer's transport and logistics	month	5	80,000	400,000

1A31	<i>Testing – Specified Requirements (PROVISIONAL)</i> Testing of works (pressure tests, watertightness, commissioning) as directed by the Engineer	Prov sum	1	500,000	500,000
1A32	Testing of materials (concrete, pipes, steel, masonry) as directed by the Engineer	Prov sum	1	200,000	200,000
	<i>Percentage Adjustment on A2 Provisional Items</i>				
1A33	Percentage adjustment on A2 Provisional Sums (attendance and testing)	%	4,980,000	10	498,000
	A3 – METHOD-RELATED CHARGES (FIXED) – CONTRACTOR				
1A34	Mobilisation of Contractor’s staff, plant, equipment and facilities to site	sum	1	300,000	300,000
1A35	Establishment of Contractor’s camp including offices, stores, sanitation facilities, mess/canteen, water and power supply	sum	1		
1A36	Fencing, hoardings and security for Contractor’s camp and working areas	sum	1		
1A37.1	Compliance with all applicable laws, regulations and statutory requirements (labour, H&S, environment)	sum	1		
	Safeguards				
1A3.7.2	Allow for the construction phase Environmental and Social Management Plan (C-ESMP) implementation and monitoring in accordance with the ESIA	Item	1		
1A3.7.3	Allow for provision of labor influx mitigation measures including sexual exploitation and abuse (SEA)/gender-based violence (GBV) awareness and sensitization training. This in accordance with the ESMP of the project.	Item	1		
1A39	Demobilisation of Contractor’s staff, plant and equipment on completion	sum	1		

	A4 – METHOD-RELATED CHARGES (TIME-RELATED) – CONTRACTOR				
1A41	Site supervision and management over the contract period	month	6		
1A42	Site administration and labour teams	month	6		
1A43	Traffic management, diversions and regulation	month	6		
	A5 – TEMPORARY WORKS (METHOD-RELATED)				
1A52	Temporary pumping, dewatering and drainage	sum	1		
1A53	Temporary works for boreholes, pump houses, masonry tanks and solar installations (formwork, scaffolding, pits, hardstandings)	sum	1		
	Total for P and G to Contract summary Page				

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
	SARMAN-TARBAJ STAGE 1 – Sarman BH - Dambas BS (30 kW motor, 40 kWp PV)				
2M931	Multistage submersible borehole pump, duty 165m TDH, 29.0 m ³ /hr, complete with motor	Nr	1		
2N951	Solar pump VFD/inverter, 30 kW	Nr	1		
2N952	Solar photovoltaic panels including fixings (40 kWp)	Watts	40,000		
2N953	Solar array support structure, including foundations	Item	1		
2N954	DC protection & isolators	Nr	1		
2N957	Motor feeder cable (assumed 30 m)	m	30		
2N959	Surge arresters	Nr	2		
2N920	Earthing system	Item	1		
2N921	Electromagnetic flow meter	Nr	1		
2J931	NRV and isolation valve	Set	1		
2J932	Pressure gauge	Nr	1		
2J933	Control interlock / level interface at Dambas BS	Set	1		
2N982	Installation, testing and commissioning	Item	1		
2N923	Hybrid battery inverter (≥30 kW)	Nr	1		
2N924	Lithium battery modules 48V, 300Ah (≈140 kWh total)	Nr	10		
2N925	Battery DC protection system complete	Item	1		
2N926	Battery rack/cabinet with enclosure	Item	1		
2N927	Battery earthing, bonding & surge protection	Item	1		
2N928	Integration, testing and commissioning of solar-battery system	Item	1		
2N929	AC protection panel complete with MCCBs, isolators, contactors and protection devices	Nr	1		
2N930	Energy meter (kWh meter) for pump system complete	Nr	1		
2N931A	Monitoring and data logging system for solar, battery and pump operation complete with display and communication interface	Item	1		
2N932A	Battery ventilation / thermal management system complete	Item	1		
2N933A	Fire protection system for battery installation including extinguishers, signage and safety provisions	Item	1		
	Sub-Total – Sarman-Tarbij Stage 1				

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
	SARMAN–TARBAJ STAGE 2 – Booster (22 kW motor, 30 kWp PV)				
2M941	Centrifugal booster pump, duty 141 m TDH, 29.0 m ³ /hr, complete with motor	Nr	1		
2N971	Solar pump VFD/inverter, 22 kW	Nr	1		
2N972	Solar photovoltaic panels including fixings (30 kWp)	Watts	30,000		
2N973	Solar array support structure, including foundations	Item	1		
2N974	DC protection & isolators	Nr	1		
2N972A	Motor feeder cable (assumed 30 m)	m	30		
2N978	Surge arresters	Nr	2		
2N979	Earthing system	Item	1		
2J941	NRV and isolation valves	Set	1		
2J942	Pressure gauge	Nr	1		
2J943	Tank level sensors and interface	Set	1		
2N982B	Installation, testing and commissioning	Item	1		
2N973B	Hybrid battery inverter (≥22 kW)	Nr	1		
2N974B	Lithium battery modules 48V, 300Ah (≈100 kWh total)	Nr	8		
2N975	Battery DC protection system complete	Item	1		
2N976	Battery rack/cabinet with enclosure	Item	1		
2N977	Battery earthing, bonding & surge protection	Item	1		
2N978B	Integration, testing and commissioning of solar-battery system	Item	1		
2N979A	AC protection panel complete with MCCBs, isolators, contactors and protection devices	Nr	1		
2N980	Energy meter (kWh meter) for pump system complete	Nr	1		
2N981A	Monitoring and data logging system for solar, battery and booster pump operation complete	Item	1		
2N982A	Battery ventilation / thermal management system complete	Item	1		
2N983A	Fire protection system for battery installation including extinguishers, signage and safety provisions	Item	1		
	Sub-Total – Sarman–Tarbaj Stage 2				

SARMAN SITE 1 – Point Source Borehole Power Source and E/M WORKS (1.5 kW motor, 2 kWp PV)					
2M951	Submersible borehole pump, 1.5 kW class	Nr	1		
2N991	Solar pump VFD/inverter, 1.5 kW	Nr	1		
2N992	Solar photovoltaic panels including fixings (2 kWp)	Watts	2,000		
2N993	Solar array support structure, including foundations	Item	1		
2N998	Earthing system	Item	1		
2J951	Isolation valve and pressure gauge	Set	1		
2N999	Installation, testing and commissioning	Item	1		
Hybrid Power Ancillaries					
2N1001	Diesel generator set 5 kVA, suitable for hybrid operation with 1.5 kW borehole pump, complete with canopy, control panel, fuel tank and all accessories	Nr	1		
2N1002	Hybrid solar-generator changeover / control unit, complete with protections and wiring	Nr	1		
2N1003	Power cable from generator to control panel including glands, lugs and installation (assumed 20 m)	m	20		
2N1004	Earthing and protection for generator installation complete	Item	1		
2N1005	Concrete base for generator including excavation and concrete	Item	1		
2N1006	Integration, testing and commissioning of hybrid solar-generator pumping system	Item	1		
Sub-Total – Sarman Site 1					

ELECTRO-MECHANICAL WORKS SUMMARY					
2.1	Sarman Borehole Electro mechanical works				
2.2	Dambas Booster Station Electro mechanical works				
2.3	Sarman 1 Point source borehole (1.5 kW motor, 2 kWp PV)				
SUB TOTAL – ELECTRO-MECHANICAL WORKS C/F TO BILL SUMMARY					

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
	Chlorination Equipment				
2N943	Constant-head gravity dosing unit complete with 20 L HDPE header tank, float valve, calibrated orifice plate, transparent feed tube, anti-siphon break and all mounting hardware, for dosing sodium hypochlorite into elevated steel tank inlet pipe or inside elevated tank to provide mixing and contact time	Nr	1		
2N944	Injection assembly complete including injection quill / dosing tee DN25×DN12, isolation valve, non-return valve, tubing and fittings for installation on elevated tank inlet pipe	Set	1		
2N945	Sample tap DN15 on elevated tank outlet pipe downstream of contact zone for residual chlorine monitoring	Nr	1		
2N946	Sodium hypochlorite day tank 20 L HDPE UV-resistant with scale, vented cap and outlet valve	Nr	1		
2N947	Sodium hypochlorite storage jerrycans 25 L HDPE for chemical storage (3-month supply)	Nr	11		
2N948	Lockable ventilated chemical storage cabinet complete with shelving and plinth	Nr	1		
2N949	Chemical spill containment bund complete sized to 110 % of largest container	Nr	1		
2N950	Chemical dosing line DN12 complete with clips, supports and fittings from day tank to elevated tank injection point	m	5		
2N951	Isolation valves DN12 for dosing line	Nr	2		
2N952	Flexible connection hose DN12 complete with clamps	Nr	2		
2N953	Dosing calibration column / cylinder complete	Nr	1		
2N954	Residual chlorine field test kit complete (DPD method)	Nr	1		
2N955	Spare reagent tablets for chlorine test kit	Pack	1		
2N956	pH test kit complete	Nr	1		
2N957	Turbidity tube complete	Nr	1		
2N958	Water sampling bottles pack	Pack	1		
2N959	Chlorination log book complete	Nr	1		
2N960	Chemical handling and safety set including gloves, goggles, apron, eyewash, signage and first aid kit	Set	1		
2N961	Emergency pot chlorination set complete including pot, pebbles and HTH	Set	1		
2N962	Installation, testing and commissioning of chlorination system including injection at elevated tank inlet and calibration to achieve 0.3–0.5 mg/L residual chlorine	Item	1		
2N963	Operator training on chlorination operation, testing and safety	Item	1		
2N964	Spare parts set for chlorination system	Set	1		
2N965	Sodium hypochlorite supply for Year 1	L	1080		
2N966	Spare DPD reagent tablets	Pack	2		
	Sub-Total FOR chlorination for One Tank				
	Sub-Total for 2No. chlorination units		2		

AUTOMATION OF 3NO SCHEMES

Item	Description	Unit	Qty	Rate (KES)	Amount (KES)
AUTOMATION – SARMAN SITE 1					
2X301	Float level switches for elevated tank high/low level control	nr	2		
2X302	Control cable 2C x 1.5 mm ² between panel and tank	m	50		
2X303	Adjustable pressure switch IP65 on pump discharge	nr	1		
2X304	Instrument cable pressure signal to panel	m	55		
2X305	Instrument cable flow signal to panel	m	55		
2X306	Borehole dry-run probe / level sensor set	set	1		
2X307	Borehole sensor cable	m	110		
2X308	Dry-run / phase failure relay	nr	1		
2X309	Control relays	nr	2		
2X310	IP65 junction box	nr	1		
2X311	Internal panel wiring	item	1		
2X312	Testing & commissioning	item	1		
Sub-Total – Sarman Site 1					
AUTOMATION – SARMAN–TARBAJ BOREHOLE STATION					
2X401	Pressure switch on borehole discharge	nr	1		
2X402	Instrument cable pressure signal	m	22		
2X403	Instrument cable flow signal	m	22		
2X404	Dry-run / phase protection relay	nr	1		
2X405	Control relays	nr	2		
2X406	Borehole wellhead termination box	nr	1		
2X407	Internal panel wiring	item	1		
2X408	Testing & commissioning	item	1		
AUTOMATION – SARMAN–TARBAJ BOREHOLE STATION					

AUTOMATION – DAMBAS BOOSTER STATION					
2X421	Float switches for sump high/low level	nr	2		
2X422	Control cable sump to panel	m	12		
2X423	Pressure switch booster discharge	nr	1		
2X424	Instrument cable pressure signal	m	22		
2X425	Instrument cable flow signal	m	22		
2X426	Low-level / phase protection relay	nr	1		
2X427	Control relays	nr	2		
2X428	IP65 junction box	nr	1		
2X429	Internal panel wiring	item	1		
2X430	Testing & commissioning	item	1		
Sub-Total – DAMBAS BOOSTER STATION					
SUB TOTAL FOR AUTOMATION ALL 3NO SITES					

	BILL SUMMARY Sub Total – Electro -Mechanical Works Sub-Total for 2No. chlorination units Automation of 3no sites Sub-Total – FOR E/M Plus chlorination and Automation C/F TO CONTRACT SUMMARY				
--	--	--	--	--	--

Item No	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
	3.1 Saraman Tarbaj Rising main				
	CLASS A – GENERAL / PROVISIONAL ITEMS				
3.1A421	Pressure testing of rising mains	m	39,100		
3.1A422	Disinfection and flushing of rising mains	m	39,100		
3.1A423	Provisional for additional excavation in hard material and backfilling with approved borrowed material, as directed by the Engineer	m ³	1,000		
	CLASS F – IN-SITU CONCRETE				
3.1F113.3	In-situ concrete Grade C25 for thrust blocks	m ³	120		
	CLASS G – CONCRETE ANCILLARIES				
3.1G211.3	Formwork to thrust blocks, plane vertical	m ²	480		
3.1G5214	Reinforcement bars for thrust blocks	kg	6,500		
	CLASS I – PIPEWORK (HDPE PIPES)				
	Provision, delivery, laying and jointing of HDPE pipes laid in trenches not exceeding 1.5 m deep, including excavation, bedding, backfilling, compaction, disposal of surplus material and all incidental works complete.				
3.1I711.3	HDPE PN16 pipe, 160 mm OD	m	6,000		
3.1I711.4	HDPE PN12.5 pipe, 160 mm OD	m	7,100		
3.1I711.5	HDPE PN12.5 pipe, 140 mm OD	m	7,100		
3.1I711.6	HDPE PN10 pipe, 140 mm OD	m	19,000		
	CLASS J – PIPEWORK: VALVES AND FITTINGS				
3.1J81.1	150mm Dia Hand-operated gate valve, complete	nr	8		
	Single Air Valve Assembly (Intermediate Locations)				
3.1J86.1	Supply, install, test and commission single combination air valve assembly on 160 mm or 140 mm diameter HDPE main pipeline, comprising one combination air valve with large orifice 50 mm and small orifice 2.0 mm, installed on a suitably sized riser from the main, complete with isolating valve, fittings, short pipework, thrust restraint, and all incidental works, at locations shown on the drawings.	nr	8		

Item No	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
	Double Combination Air Valve Assembly on 160/140 mm Main				
3.1J86.2	Supply, install, test and commission double combination air valve assembly at local high points on 160 mm or 140 mm diameter HDPE main pipeline, comprising two combination air valves, each fitted with large orifice 50 mm and small orifice 2.0 mm, mounted on twin risers or a common manifold from the main, complete with individual isolating valves to each air valve, fittings, short pipework, thrust restraint, and all incidental works.	nr	42		
3.1I711.11	HDPE bends, 160 mm OD	nr	100		
3.1I711.12	HDPE tees (equal/reducing), 160 mm OD	nr	345		
	Washouts				
3.1I72.1	Complete wash out assembly on 160/140mm dia main with 100mm diameter drain	nr	6		
3.1I72.2	Complete wash out assembly on 160/140mm dia main with 100mm diameter drain	nr	6		
	CLASS K – PIPEWORK ANCILLARIES				
3.1K111.1	Valve chambers (for valves/air valves/drain assemblies), complete	nr	80		
3.1K82.1	Pipeline marker posts	nr	250		
	Subtotal Sarman to Bill 3.1 To Bill Summary				

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
BILL 5- WATER KIOSKS					
CLASS E – EARTHWORKS					
5E333.1	Excavate for strip foundations, depth ≤ 0.25 m	m ³	2		
5E323.2	Extra over excavation in rock	m ³	0.1		
5E421.1	Backfill with excavated material	m ³	1.08		
5E451.1	Disposal of surplus excavated material	m ³	1.62		
CLASS F – IN-SITU CONCRETE					
5F711	Concrete blinding C15/20, 50 mm thick	m ²	2		
5F521	Concrete C25/30 strip foundations	m ³	2.16		
5F522	Concrete C25/30 floor slab	m ³	1.35		
5F523	Concrete C25/30 roof slab	m ³	1.35		
5F524	Concrete C25/30 beams	m ³	0.9		
5F525	Concrete C25/30 columns	m ³	0.48		
CLASS G – CONCRETE ANCILLARIES (REINFORCEMENT)					
5G524.1	12 mm HY bars in strip foundations	kg	86		
5G901	Welded fabric A193 in floor slab	m ²	9		
5G524.2	12 mm HY bars in roof slab	kg	450		
5G524.3	12 mm HY bars in beams	kg	140		
5G524.4	12 mm HY bars in columns	kg	80		
5G522.1	8 mm HY bars, stirrups/ties	kg	50		
CLASS I – FORMWORK					
5I112	Formwork to sides of strip foundations	m ²	1.8		
5I451.1	Formwork to soffit of floor slab	m ²	1.8		
5I451.2	Formwork to soffit of roof slab	m ²	9		
5I452	Formwork to sides of beams	m ²	7.2		
5I453	Formwork to sides of columns	m ²	9.6		
CLASS U – MASONRY (consistent with Tank BOQ)					

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
5U351	200 mm thick concrete block walling	m ²	54		
	CLASS Z – FINISHES & WATERPROOFING				
5Z712	Damp-proof membrane under floor slab	m ²	11		
5Z512	15 mm cement plaster to walls	m ²	45		
5Z515	15 mm cement plaster screed to floor slab	m ²	4.6		
5Z516	Red oxide polish to floor	m ²	11		
5Z515	Emulsion paint to walls	m ²	42		
	CLASS Z – FIXTURES				
5Z511	2100 × 900 mm steel casement door	No	1		
5Z512	900 × 900 mm steel casement window	No	2		
	CLASS X – PIPEWORK (INTERNAL GROUPING)				
5X111	50 mm dia GI pipe	m	1		
5X112	50 mm dia GI tee	No	1		
5X113	50 mm dia GI union	No	1		
5X114	50 mm dia GI reducing bush	No	1		
5X121	25 mm dia GI nipple	No	1		
5X122	25 mm dia gate valve	No	1		
5X123	25 mm dia GI union	No	1		
5X124	25 mm dia GI Class 'B' pipe	m	6		
5X125	25 mm dia GI 90° bend M-F	No	4		
5X131	20 mm dia GI nipples	No	9		
5X132	20 mm dia GI unions	No	5		
5X133	20 mm dia GI sockets	No	4		
5X134	20 mm dia GI tees	No	4		
5X135	20 mm dia gate valves	No	4		
5X136	20 mm dia GI plug	No	1		
5X137	20 mm dia GI Class 'B' pipe	m	12		

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
5X135	20 mm dia GI 90° elbows F-F	No	4		
5X211	63 mm dia distribution pipeline (20 m long)	m	20		
	CLASS Z – MISCELLANEOUS (VENDING SYSTEM)				0
5Z901	10,000 L PVC tank on roof slab	Item	1		
5Z902	RC kiosk counter (1700 × 500 × 700 mm)	Item	1		
5Z903	RC slab in pit soak (1000 × 1000 × 200 mm)	Item	1		
5Z904	Water vending machine (RO, UV, payment)	Item	0		
5Z905	Mains water installation kit (NRV, PRV, water block)	No	1		
5Z906	15 mm isolating ball valve	No	1		
5Z907	Electrical outlet setup	No	1		
5Z908	25 mm FNPT wastewater drain connection	No	0		
5Z909	Initial filter set (RO system)	Set	0		
5Z910	Signage for vending machine	No	1		
	TOTAL FOR 1 NO. WATER KIOSK				
	TOTAL FOR 2 NO. WATER KIOSKS		2		

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
BILL 6- CATTLE TROUGHS					
Class E – Earthworks					
6E111	Excavation in any material, including maintaining and supporting sides, keeping free from water, mud, and fallen materials by bailing, pumping, or otherwise, depth not exceeding 0.25 m	m ³	21.7		
6E112	Excavation in any material for pit, depth 0.0–1.5 m	m ³	21.7		
6E211	Remove surplus excavated material from site	m ³	21.7		
6E311	Supply, fill, and ram 300 mm thick approved hardcore	m ³	2		
Class F – In-Situ Concrete					
6F111	Mass concrete Class 15 for strip foundations	m ³	0.8		
6F211	Reinforced concrete Class 20/20 to BS 8110 for 100 mm thick floor slab	m ³	1.3		
Class G – Concrete Ancillaries					
6G111	10 mm diameter reinforcement bars, 150 mm c/c in floor slab	t	0.011		
6G211	Timber shuttering provided to sides of floor slab	m ²	30		
Class K – Miscellaneous Metalwork					
6K111	Wire mesh reinforcement (A142) to floor slab	m ²	12.1		
Class I – Pipework – Pipes					
6I111	50 mm diameter GI Class B pipe	m	50		
Class J – Pipework – Fittings and Valves					
6J111	50 mm diameter GI barrel nipples	nr	6		
6J112	50 mm diameter GI sockets	nr	4		
6J113	50 mm diameter GI unions	nr	3		
6J114	50 mm diameter GI gate valves	nr	2		
6J115	50 mm diameter GI ball valve	nr	1		
6J116	50 mm diameter GI elbows	nr	4		

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
6N111	Class N – Miscellaneous Work (Wall Construction) 225 mm thick building stones / rubble / interlocking soil blocks walling in cement and sand mortar (1:3)	m ²	13.2		
6S111	Class S – Surface Finishes, Beds and Backings 13 mm thick cement and sand (1:3) render to masonry walling	m ²	13.2		
6S112	25 mm thick cement and sand (1:3) floor finish	m ²	11		
	Subtotal for One (1 Nr) Cattle Trough				
	Total for 4No. Cattle Troughs	Nr	4		

		Unit	Qty	Rate	Amount
	BILL NO. 7 - FENCING OF BOREHOLE SITES (3Nr)				
	<i>Provide all material below and construct a 12 gauge chainlink fence restrained with barbed wire and with a double leaf Gate to details in the drawing reference number NWWDA/WSDP/003</i>				
	<i>Concrete Posts to be made from class 20 concrete according to BS 8110</i>				
7I1.01	Specified concrete fence post	nr	40		
7I1.02	Bracing posts	nr	24		
7I1.03	Chain link fencing	m	300		
7I1.04	4 strands of Restraining barbed wire	m	400		
7I1.05	Concrete Gate posts	nr	2		
7I1.06	4 m wide double leaf gate	nr	1		
	Sub Total for Fencing of one site				
	Total for Fencing of 3Nr sites	Nr	3		

Item	Description	Unit	Qty	Rate (KES)	Amount (KES)
A. EARTHWORKS					
8E555	Excavate in loose sand to formation for pad foundations	m ³	8		
8E541	Backfill and compact around foundations	m ³	4		
8E542	Dispose surplus excavated material	m ³	4		
B. CONCRETE WORKS					
8F711	Plain concrete blinding, Class 15, 50 mm thick	m ³	0.4		
8F825	Reinforced concrete Class 25 to pad foundations	m ³	2.5		
8F825	Reinforced concrete Class 25 to plinths / pedestals	m ³	0.4		
C. REINFORCEMENT & FORMWORK					
8H111	High-yield reinforcement steel, cut, bent and fixed	kg	600		
87G211	Formwork to sides of pad foundations and pedestals	m ²	6		
D. STRUCTURAL STEEL WORKS (TANK SUPPORT)					
8M821	Holding-down bolts and anchor assemblies for steel tower	item	1		
8M711	Structural steel girder tower, 6 m high , including bracing, checker plate platform supporting the plastic tank , ladder, handrails, erection and protective painting	kg	2,000		
E. WATER STORAGE TANK					
8P611	10 m ³ plastic (HDPE) elevated water tank installed on checker-plate platform, complete with cover, vents, access and accessories	item	1		
F. HDPE PIPEWORK (Ø75 PN 12.5)					
8P621.1	HDPE Ø75 PN 12.5 inlet pipework complete with fittings, jointing and supports	item	1		
8P621.8	HDPE Ø75 PN 12.5 outlet pipework complete with fittings, jointing and supports	item	1		
8P621.8	HDPE Ø75 PN 12.5 overflow pipework complete with mosquito screen and discharge	item	1		

Item	Description	Unit	Qty	Rate (KES)	Amount (KES)
8P621.6	HDPE Ø75 PN 12.5 scour / drain pipework complete with fittings	item	1		
8P621.9	Pipe supports, clamps and brackets to tower	item	1		
	G. VALVES (DN65 / 2½") – HDPE INTERFACE				
8P621.2	Inlet isolating valve DN65 (2½") complete with HDPE adaptors	No.	1		
8P621.4	Outlet isolating valve DN65 (2½") complete with HDPE adaptors	No.	1		
8P621.7	Scour valve DN65 (2½") complete with adaptors	No.	1		
8P621.8	Non-return valve DN65 (2½") complete with adaptors	No.	1		
	H. ANCILLARY WORKS				
8E911	Valve chamber, overflow apron and soakaway	item	1		
8Z991	Testing, disinfection, commissioning and O&M manuals	item	1		
	SUB-TOTAL for 1 No. 10 m³ Plastic Elevated Tank (Pad Foundations)				

Item	Description	Unit	Qty	Rate (KShs)	Amount (KShs)
GENERATING SET SHELTER					
CLASS E: EARTHWORKS					
9E333.1	Excavation, depth ≤ 0.25 m	m ³	2		
9E942.1	Granular filling, 150 mm thick	m ³	2		
CLASS F: IN-SITU CONCRETE					
9F822	Concrete C25/30, floor slab	m ³	2		
9F823	Concrete C25/30, roof slab	m ³	5.25		
9F824	Concrete C25/30, beams	m ³	1		
9F825	Concrete C25/30, columns	m ³	0.96		
CLASS G: CONCRETE ANCILLARIES – REINFORCEMENT					
9G901	Welded fabric A193 in floor slab	m ²	9		
9G524.1	12 mm HY bars, roof slab	kg	450		
9G524.2	12 mm HY bars, beams	kg	200		
9G524.3	12 mm HY bars, columns	kg	60		
9G522.1	8 mm HY bars, stirrups/ties	kg	50		
CLASS I: FORMWORK					
9I112	Formwork to floor slab edges	m ²	2		
9I481.1	Formwork to soffit of roof slab	m ²	10		
9I482	Formwork to sides of beams	m ²	9		
9I483	Formwork to sides of columns	m ²	12		
CLASS U: BRICKWORK / BLOCKWORK / MASONRY					
9U351	Brick/block walling, 230 mm thick	m ²	110		
CLASS Z: FINISHES, FIXTURES & PAINTING					
9Z812	Internal plaster to walls, 15 mm thick	m ²	30		
9Z815	Floor screed, 40 mm thick	m ²	12		
9Z818	Emulsion paint to internal walls, 2 coats	m ²	100		
9Z819	Weatherproof paint to external walls	m ²	70		
9Z511	Steel door, double leaf ($\approx 1.2 \times 2.1$ m)	No	1		
9Z512	Steel window, louvered / grilled ($\approx 1.2 \times 1.2$ m)	No	2		
9Z855	Bituminous waterproofing to roof	m ²	180		
CLASS M: STRUCTURAL METALWORK					
9R111	Gravel access road, 4 m wide, 200 mm thick	m ²	400		
CLASS Z: METAL PAINTING					
9Z821	Painting of steel pipe supports two coats	m ²	45		
Sub-Total for 1 No. Pump House					

S/Nr	Description	Amount (Ksh)
1	Preliminary and General Items	
2	Electro mechanical works for Boreholes and a Booster Station. Chlorination, plus Automation	
3	Rising Mains	
4	Distribution Mains	
5	Water Kiosks 2No	
6	Cattle troughs	
7	Fence	
8	10m3 Plastic Tank on platform	
9	Pump House	
	Sub Total	
	Add 16% VAT	
	Add 5% Contingencies	
	Grand Total	

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

Schedule(s) of Adjustment Data

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local 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

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's 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]

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier

of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

[signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*¹⁴ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

¹⁴ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Technical Proposal

Technical Proposal Forms

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

Form PER -1

Key Personnel Schedule

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

Key Personnel

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

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

Form PER-2: Resume and Declaration Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name:</td> <td style="width: 50%; padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Telephone:</td> <td style="width: 50%; padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
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) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

Type of Equipment*	
Equipment Information	Name of manufacturer, Model and power rating
	Capacity* Year of manufacture*
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

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

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

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

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

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

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

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

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

Others

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <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 4.3. <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 Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <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 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
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 nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
----------------------	----------------------------	---	------------------------

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

ICB No. and title: *[insert ICB 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			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and 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. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>

		Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</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, currency, 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. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

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

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

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

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

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

<p>SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria</p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</p>
<p>[If (d) or (e) above are applicable, provide the following information:]</p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 80px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p>

<p>Brief summary of evidence provided: _____ _____</p> <p>Contact Information: (Tel, email, name of contact person): _____ _____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) [attach details as appropriate].</p>

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

2. Sources of Finance

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

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

2. Financial documents

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

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

Attached are copies of financial statements¹⁵ for the _____ years required above; and complying with the requirements

¹⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

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

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD 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 specified in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
 Date: _____

Joint Venture Member's Name _____
 ICB No. and title: _____
 Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁶ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
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				

¹⁶ If applicable.

Employer's Name:	
Address: Telephone/fax number E-mail:	

	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	

2. Activity No. Two

3.

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

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

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

Bidder's Name: _____
 Date: _____
 Bidder's JV Member Name: _____
 RFB No. and title: _____
 Page _____ of _____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

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

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In reference to ITB 4.7, 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 bidding process:

Under ITB 4.7 (a) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.7 (b) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁷ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, 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;¹⁸
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁹
 - (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;²⁰
 - (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;²¹

¹⁷ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁸ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁹ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²⁰ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²¹ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,²² including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²³ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

²² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²³ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 – Works Requirements

Section VII - Works Requirements

Table of Contents

Specifications	111
The Technical Specifications are provided in Volume II:.....	111
Technical Specifications and form part of the Bidding Documents.....	111
The Contractor shall comply fully with these Specifications when executing the Works.	111
Environmental and Social Requirements	112
Key Personnel.....	113
Drawings	114
Supplementary Information	136

Specifications

The Technical Specifications are provided in Volume II:

Technical Specifications and form part of the Bidding Documents.

The Contractor shall comply fully with these Specifications when executing the Works.

Environmental and Social Requirements

The ESIA/ESMP is provided in **Volume III: ESIA/ESMP** and forms part of the Bidding Documents.

The Contractor shall comply with all environmental and social requirements contained in this volume.

Key Personnel

2. The Contractor shall provide the Key Personnel specified under **Item 5 – Key Personnel in Section III (Evaluation and Qualification Criteria)**, namely:
 - Project Manager
 - Site Agent
 - Assistant Site Agent
 - Foreman
 - Sociologist
 - Site Health, Safety and Environment (HSE) Officer
 - Gender/GBV/SEA Officer
3. Such personnel shall meet the minimum qualifications and experience requirements set out under Item 5 of Section III and as proposed in the Bid.
4. The Contractor shall not replace any Key Personnel without prior approval of the Engineer. Any replacement shall have qualifications and experience equal to or better than those of the personnel originally proposed in the Bid.

Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Project Title:

EXPLORATORY BOREHOLES HOST COMMUNITIES WATER SUPPLY PROJECT

VOLUME III - III

BOOK OF DRAWINGS

SARMAN - TARBAJ RISING MAIN

Client



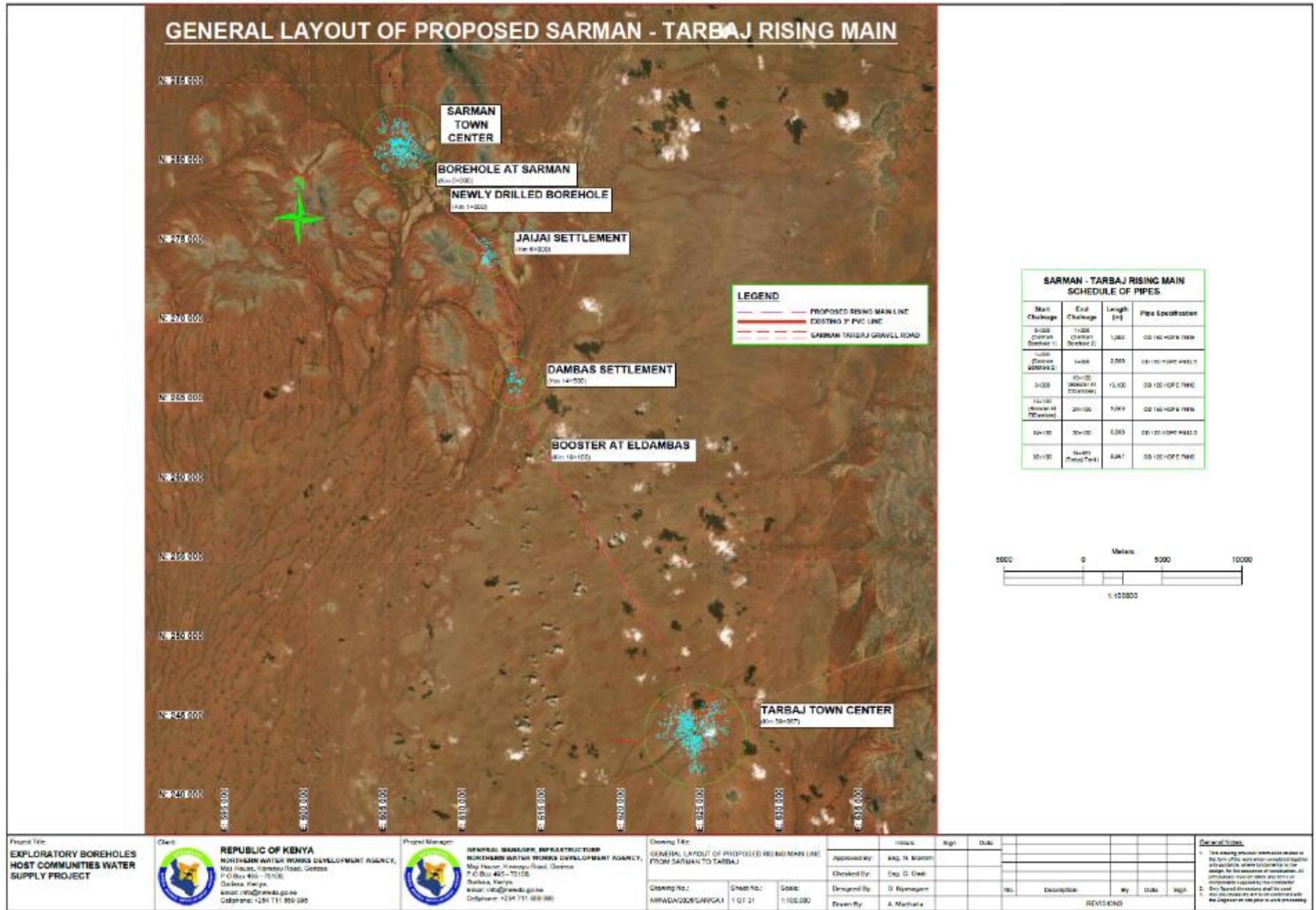
REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Maji House, Kismayu Road, Garissa
P.O Box 495 - 70100,
Garissa, Kenya.
Email: info@nwwda.go.ke
Cellphone: +254 711 559 995

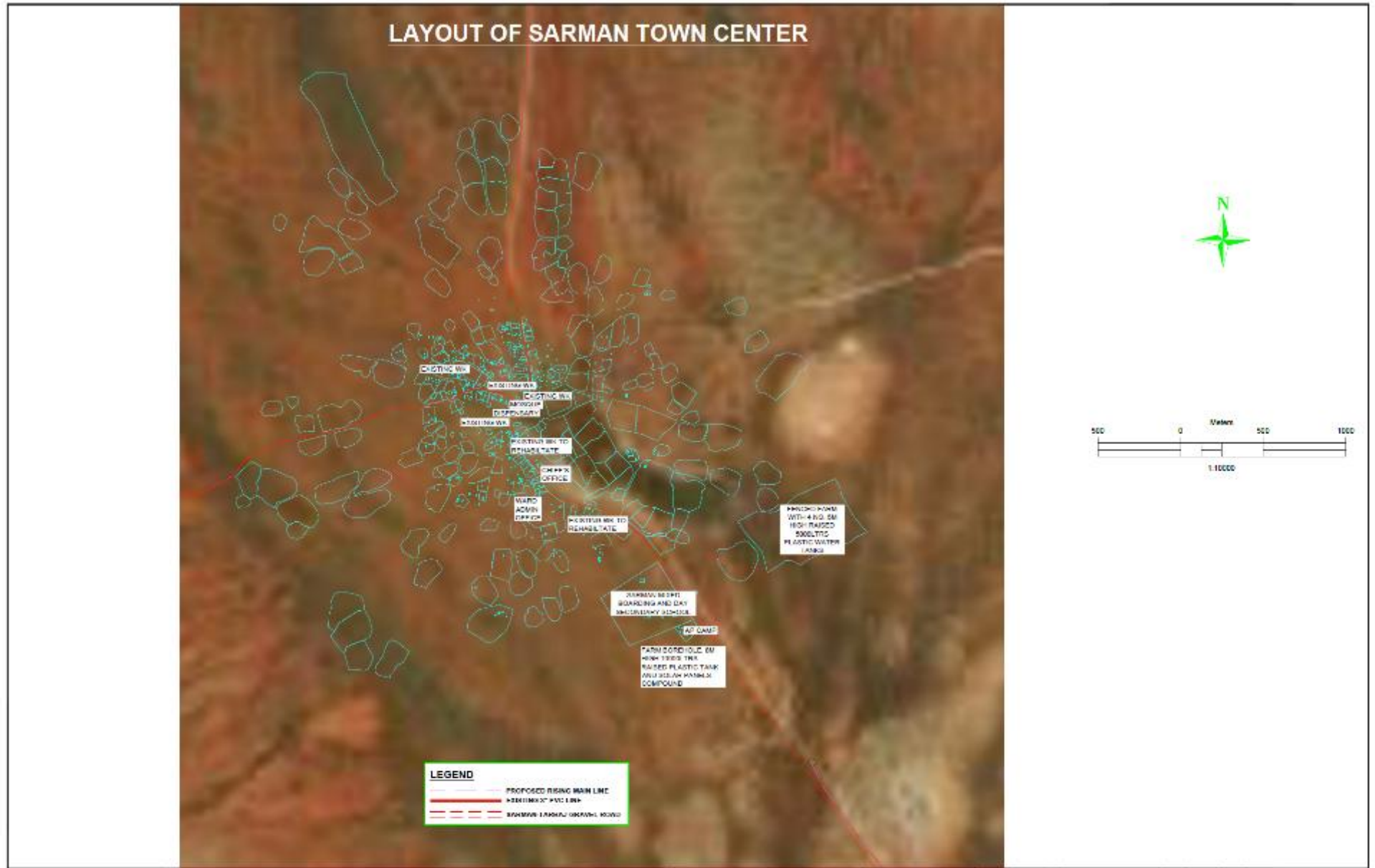
Project Manager:



GENERAL MANAGER, INFRASTRUCTURE
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Maji House, Kismayu Road, Garissa
P.O Box 495 - 70100,
Garissa, Kenya.
Email: info@nwwda.go.ke
Cellphone: +254 711 559 995

JANUARY 2026





Project Title:
EXPLORATORY BOREHOLES
HOST COMMUNITIES WATER
SUPPLY PROJECT

Client:

REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY
Map House, Nairobi, Kenya
P.O. Box 462 - 70102
Nairobi, Kenya
Email: info@nwwda.go.ke
Tel: +254 711 883 888

Project Manager:

GENERAL MANAGER, INFRASTRUCTURE
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Map House, Nairobi, Kenya
P.O. Box 462, 70102,
Nairobi, Kenya
Email: info@nwwda.go.ke
Telephone: +254 711 883 888

Drawing Title:
GENERAL LAYOUT OF SARMAN TOWN CENTER

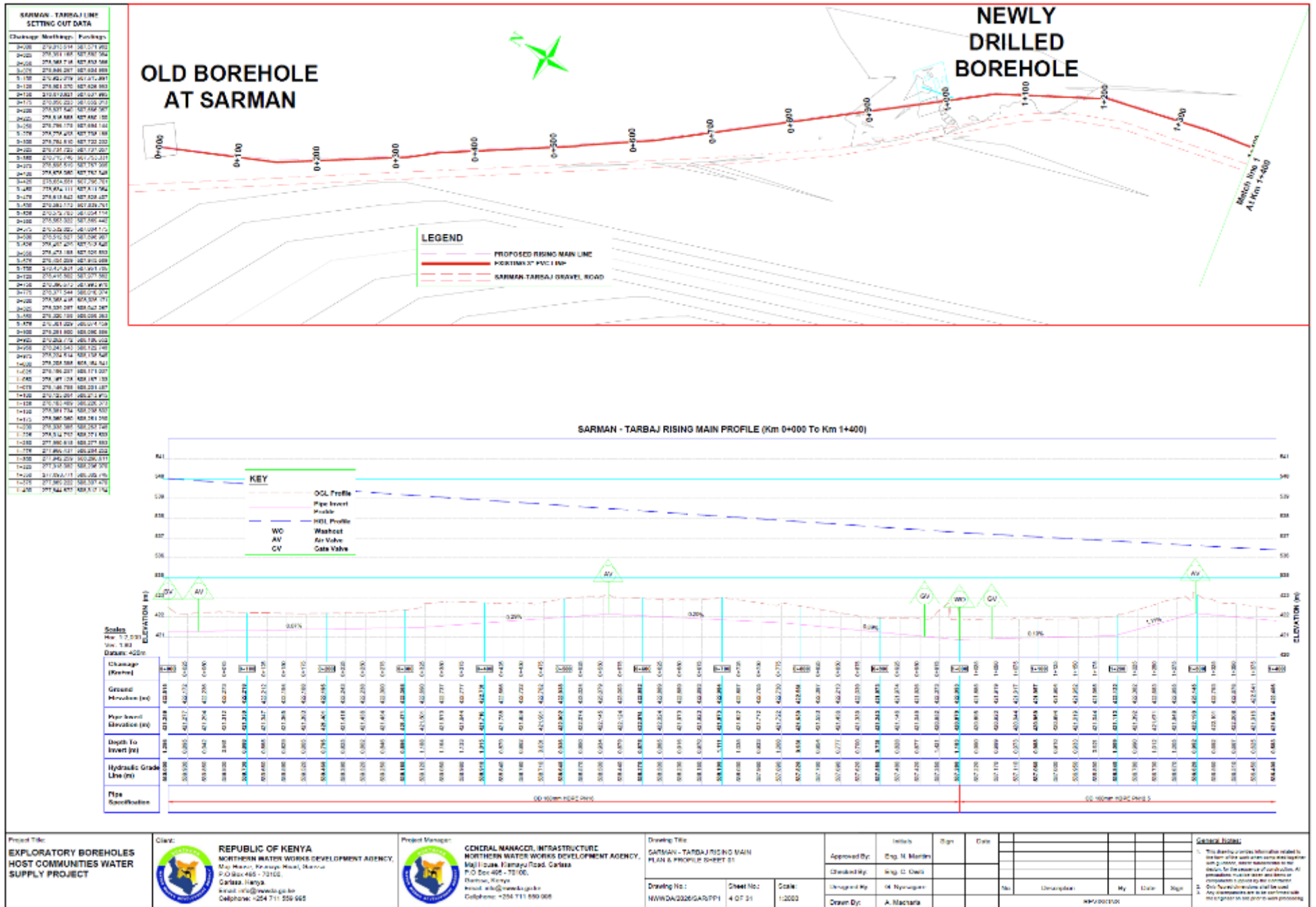
Drawing No: RW07/WATER/BOREH/07
Sheet No: 7 OF 31
Scale: 1:10,000

Initials	Sign	Date
Approved By: Eng. M. Mutitu		
Checked By: Eng. C. Ochi		
Designed By: G. Hysagale		
Drawn By: A. Muthara		

No.	Description	By	Date	Sign
REVISIONS				

Approval Note:

- This drawing is for information only and is not to be used for construction purposes. It is subject to change without notice. The client is responsible for the accuracy of the data provided. The contractor is responsible for the accuracy of the construction. Any discrepancy shall be referred to the client.



Project Title:
EXPLORATORY BOREHOLES
HOST COMMUNITIES WATER
SUPPLY PROJECT

Client:

REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Map. House, Parklands Road, Nairobi
P.O. Box 465 - 70162,
Nairobi, Kenya
Email: info@nwwda.go.ke
Telephone: +254 711 326 965

Project Manager:

GENERAL MANAGER, INFRASTRUCTURE
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Map. House, Parklands Road, Nairobi
P.O. Box 465 - 70162,
Nairobi, Kenya
Email: info@nwwda.go.ke
Telephone: +254 711 880 968

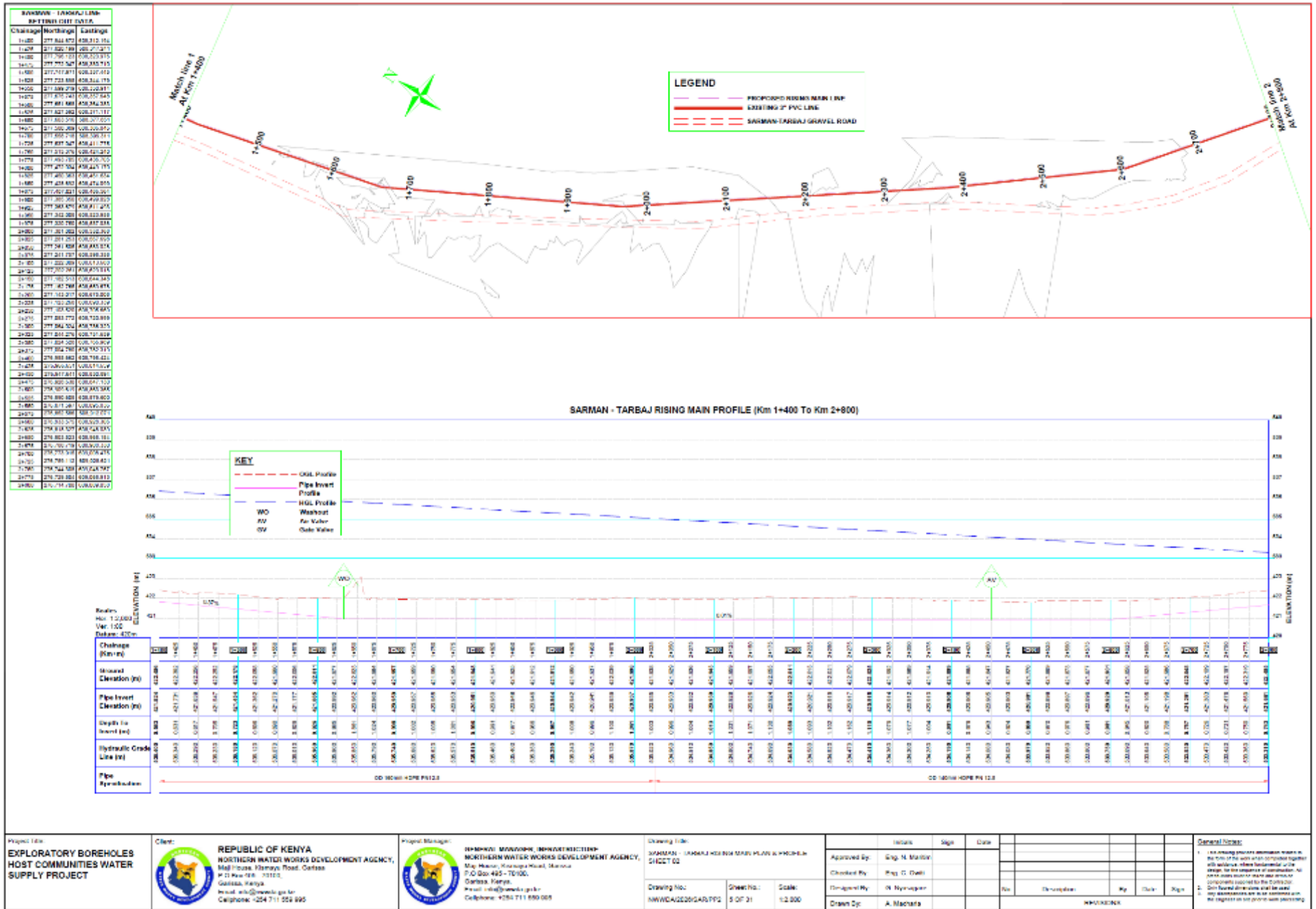
Drawing Title:
SARMAN - TARBAJ RISING MAIN
PLAN & PROFILE SHEET 01

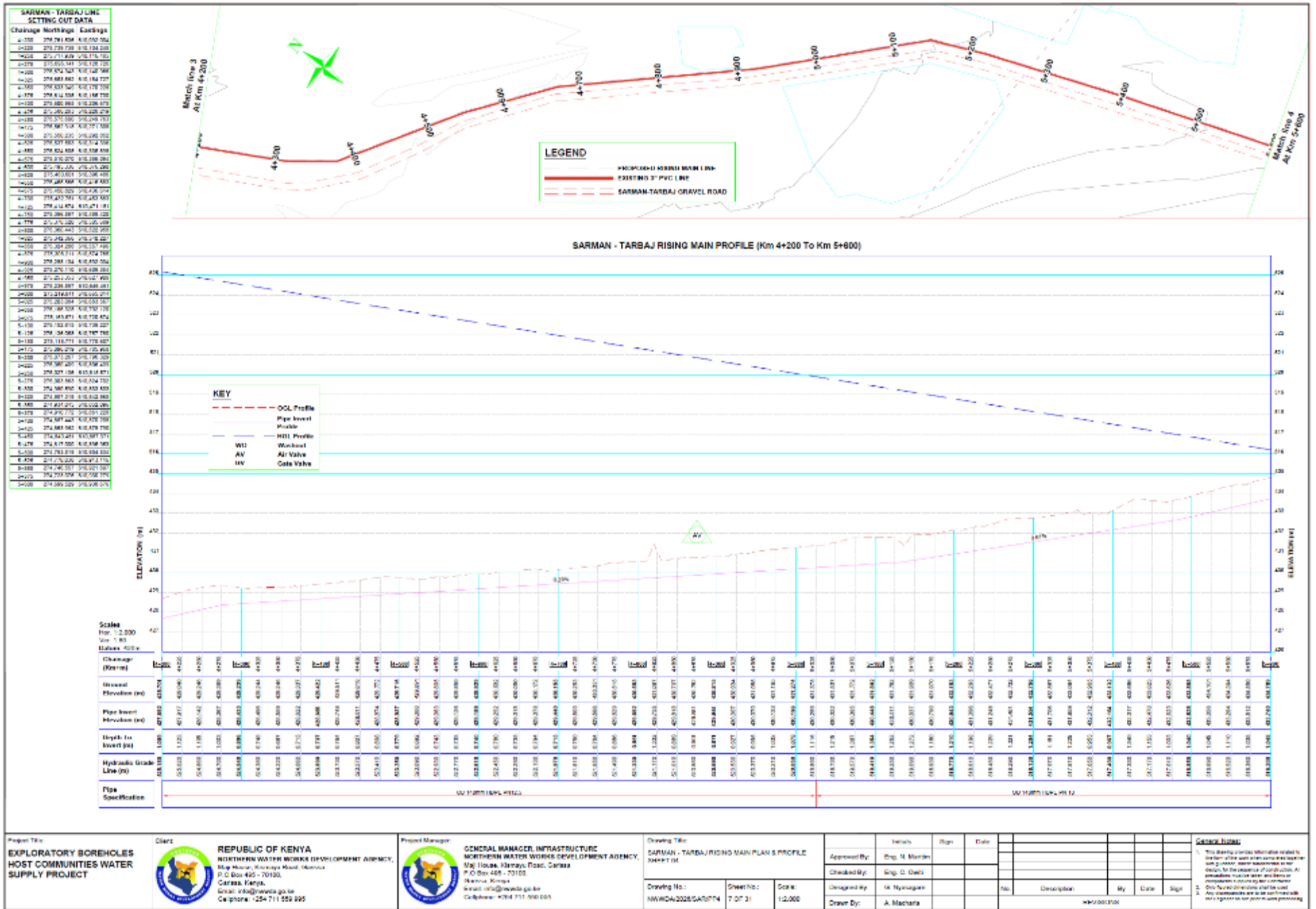
Drawing No.: NWWD/2022/GAR/PP1
Sheet No.: 4 OF 31
Scale: 1:2000

Approved By:	Eng. N. Mutinda	Sign:		Date:	
Checked By:	Eng. G. Ochi	Sign:		Date:	
Designed By:	M. Nyamugari	Sign:		Date:	
Drawn By:	A. Macharia	Sign:		Date:	

General Notes:

- This drawing contains information related to the project and shall be used for reference only. It is not to be used for construction purposes. All dimensions must be in accordance with the contract documents unless otherwise stated.
- Any dimensions shown on the drawing shall be in accordance with the contract documents unless otherwise stated.





Project Title:
**EXPLORATORY BOREHOLES
HOST COMMUNITIES WATER
SUPPLY PROJECT**

REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Moghe Road, Kitale Road, Naivasha
Carissa, Kenya.
Email: info@nwwda.go.ke
Cell phone: +254 711 325 995

**GENERAL MANAGER, INFRASTRUCTURE
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Moghe Road, Kitale Road, Naivasha,
P.O. Box 468 - 70103,
Naivasha, Kenya
Email: info@nwwda.go.ke
Cell phone: +254 711 360 003**

Drawing Title:
SARMAN - TARBALJ RISING MAIN PLAN & PROFILE
SMPPT 04

Drawing No.:
NW/WD/2025/SAR/PT4

Sheet No.:
7 of 31

Scale:
1:2,000

Approval By: **Eng. M. Mariani**

Checked By: **Eng. C. Odiit**

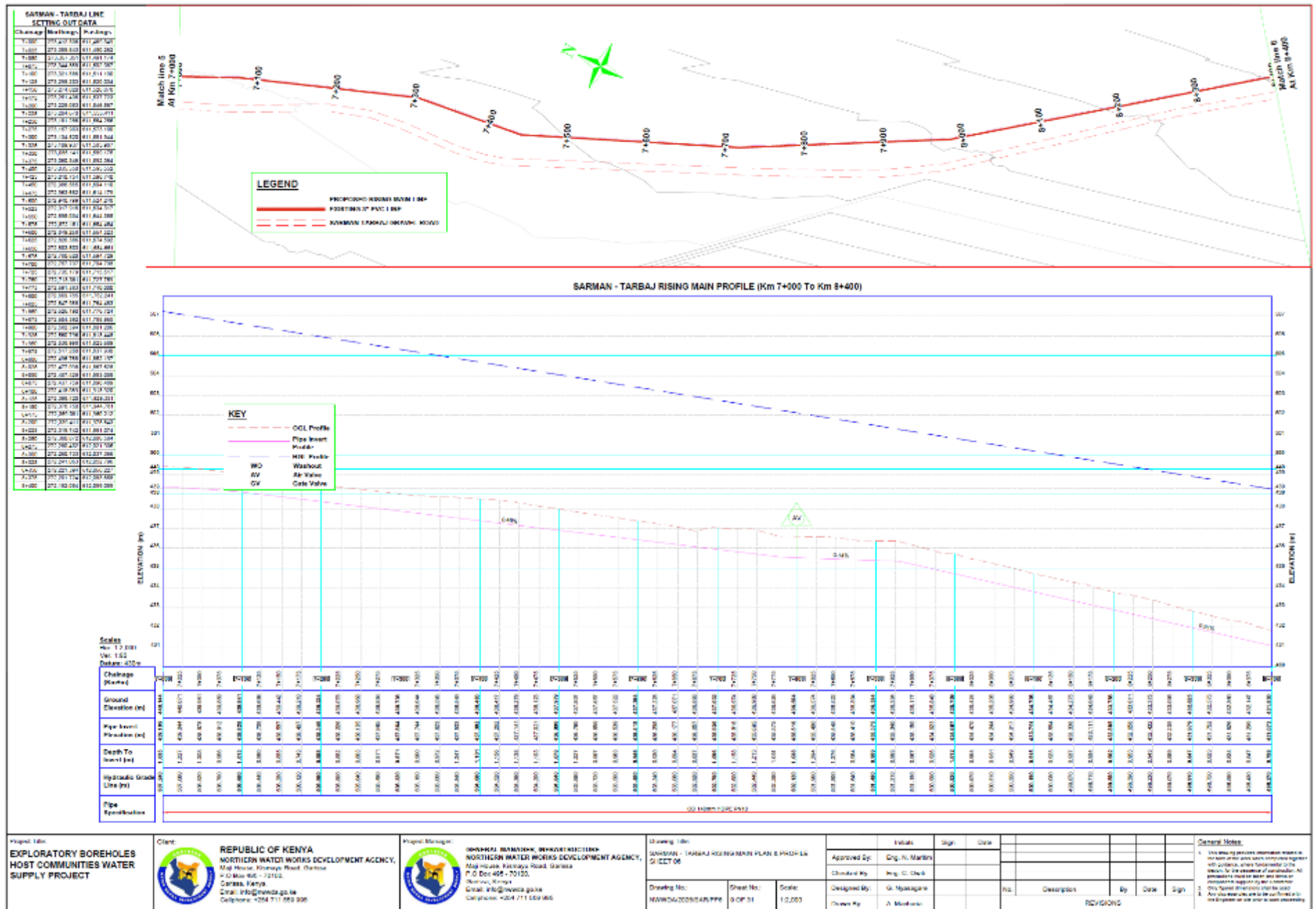
Designed By: **M. Nyangira**

Drawn By: **A. Macharia**

No.	Description	My	Date	Sign

General Notes

- This drawing provides information related to the project. All the works shown on this drawing are subject to the design, for the purpose of construction. Any amendments to the design shall be made by the design team and the client. Any discrepancies are to be clarified with the design team prior to construction.



Project Title:
**EXPLORATORY BOREHOLES
HOST COMMUNITIES WATER
SUPPLY PROJECT**

Client:
**REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Maji Mwanji, Kitale Road, Garissa
Garissa, Kenya
Email: info@nwwda.go.ke
Telephone: +254 711 582 395**

Project Manager:
**GEORGINA WAMBUI, (BPHW) DIRECTOR,
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Maji Mwanji, Kitale Road, Garissa
P.O. Box 405 - 70100,
Garissa, Kenya
Email: g.wambui@nwwda.go.ke
Cellphone: +254 711 589 965**

Drawing Title:
**SARMAN - TARBAL RISING MAIN PLAN & PROFILE
SHEET 06**

Drawing No: **NWRDA/2023/04/P/PPF**

Sheet No: **0 OF 31**

Scale: **1:2,000**

Checked By: **Eng. R. Mariani**

Approved By: **Eng. C. Chacha**

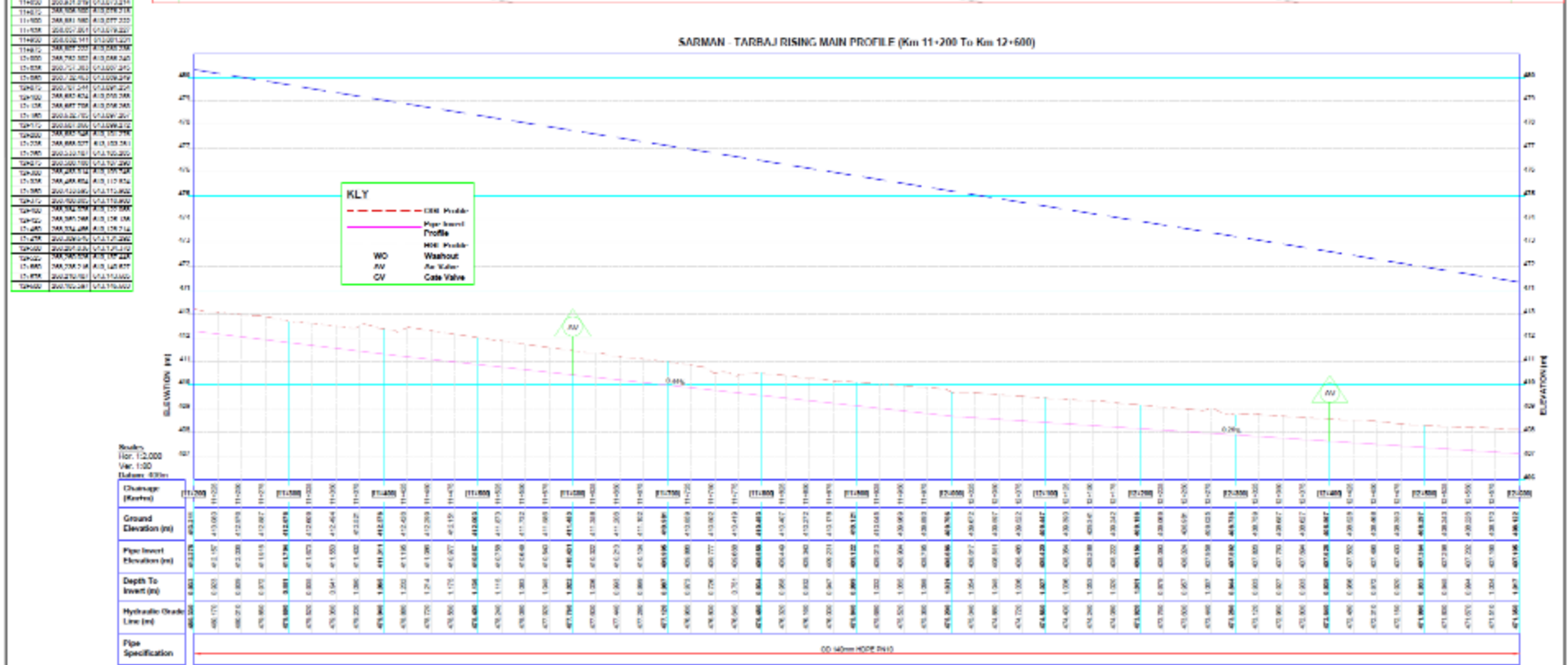
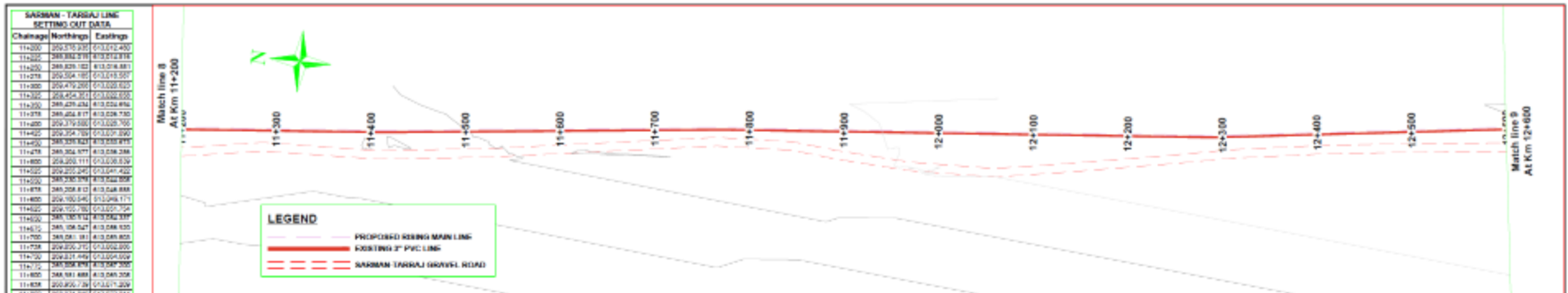
Designed By: **G. Nyagoga**

Drawn By: **A. Mburu**

Initials	Sign	Date

General Notes:

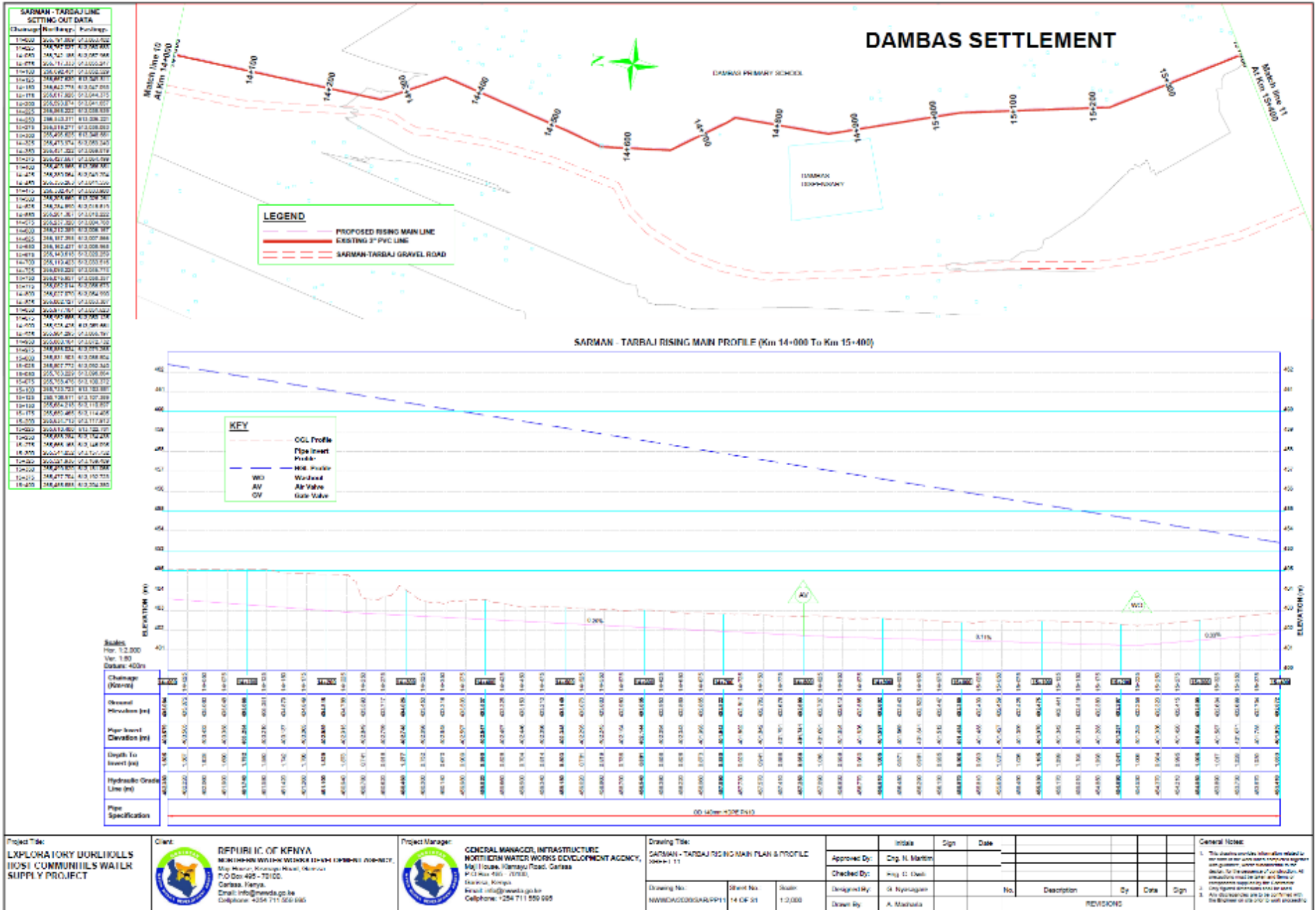
1. Use drawing persons information stated in the bottom of the sheet which comply with project with conditions, where the project is for the execution of construction. All measurements are in meters unless otherwise specified in millimeters.
2. Any other notes are to be written in the bottom of the sheet.
3. Any other notes are to be written in the bottom of the sheet.



Project Title: EXPLORATORY BOREHOLES HOST COMMUNITIES WATER SUPPLY PROJECT	Client: REPUBLIC OF KENYA NORTHERN WATER DEVELOPMENT AGENCY, Maj House, Kamajuu Road, Garissa P.O Box 495 - 70100, Garissa, Kenya Email: info@nwaeda.go.ke Telephone: +254 711 559 665	Project Manager: GENERAL MANAGER, INFRASTRUCTURE NORTHERN WATER DEVELOPMENT AGENCY, Maj House, Kamajuu Road, Garissa P.O Box 495 - 70100, Garissa, Kenya Email: info@nwaeda.go.ke Telephone: +254 711 559 665	Drawing Title: SARMAN - TARBAJI RISING MAIN PLAN & PROFILE SHEET 09		Initials: _____ Sign: _____ Date: _____
			Drawing No.: NWDA/2025/GARPP9	Sheet No.: 12 OF 31	Scale: 1:2,000

General Notes:

- The drawing provides information in respect to the form of the work when combined together with guidelines, where appropriate to be sought, for the issuance of construction, as applicable, to be used by the Contractor.
- Only figures/dimensions shall be used.
- Any discrepancies shall be corrected with the Engineer in the order of work proceeding.



Project Title:
EXPLORATORY DORKILLS
HOST COMMUNITIES WATER
SUPPLY PROJECT

Client:
RIFURU I.C. OF KFNVA
Mak (P.O. Box) W1111-1111 W1111-1111 (P.O. Box) W1111-1111
P.O. Box 495 - 73100,
Caracas, Venezuela.
Email: info@rifuru.gov.ve
Telephone: +584 711 550 645

Project Manager:
GENERAL MANAGER, INFRASTRUCTURE
NORTH COAST WATERWORKS DEVELOPMENT AGENCY,
M/I (Local, Marajay Road, Caracas
Marajay, Venezuela
Email: info@nwwda.gov.ve
Telephone: +584 711 550 665

Drawing Title:
SARMAN - TARBAL RISING MAIN PLAN & PROFILE
04-04-11

Drawing No: NWWDAG0203SARPP11
Sheet No: 14 OF 31
Scale: 1:2,000

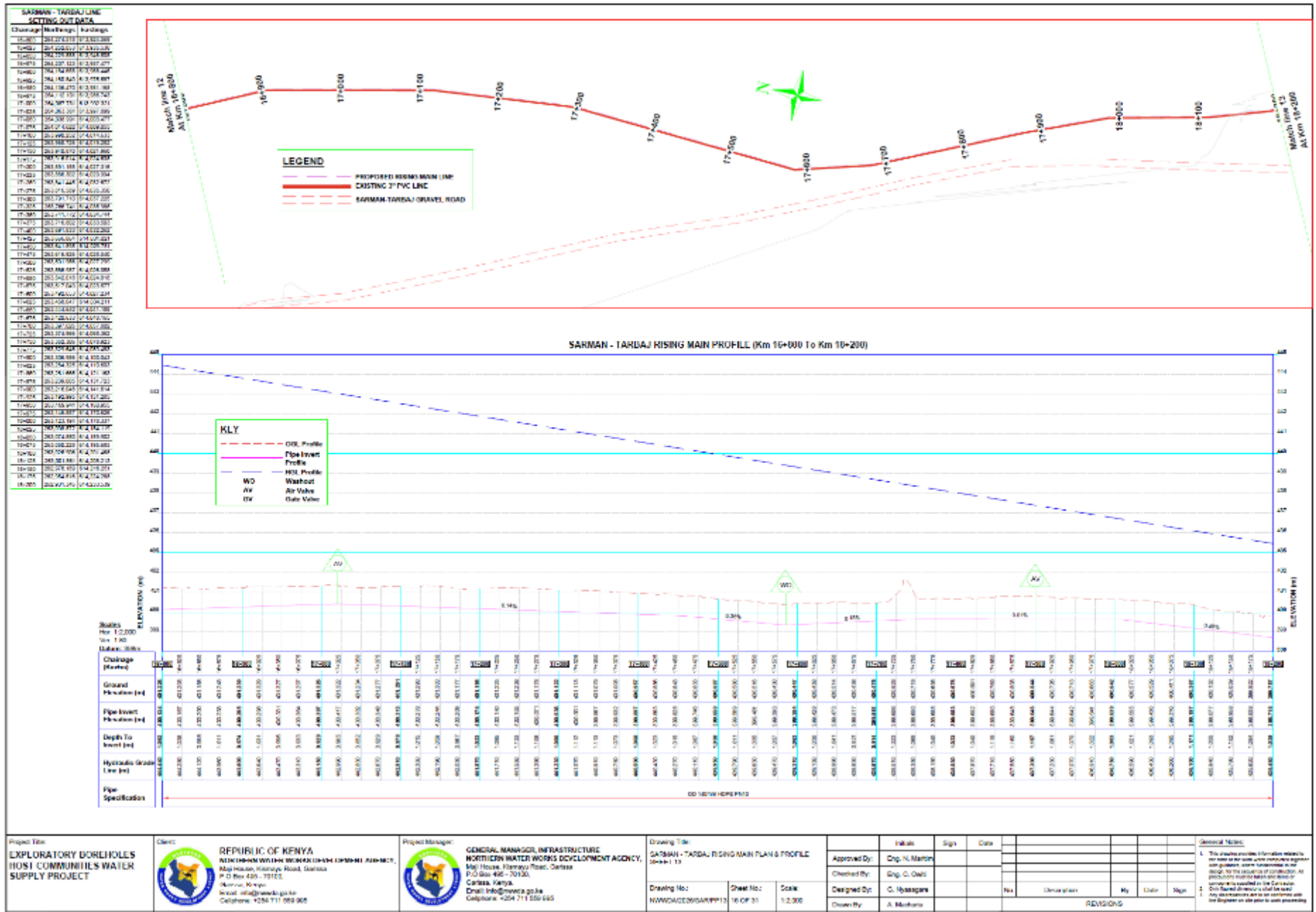
Approved By:	Initial	Sign	Date
Eng. H. Martin			
Checked By:	Eng. G. Dashi		
Designed By:	St. Nyanagan		
Drawn By:	A. Machado		

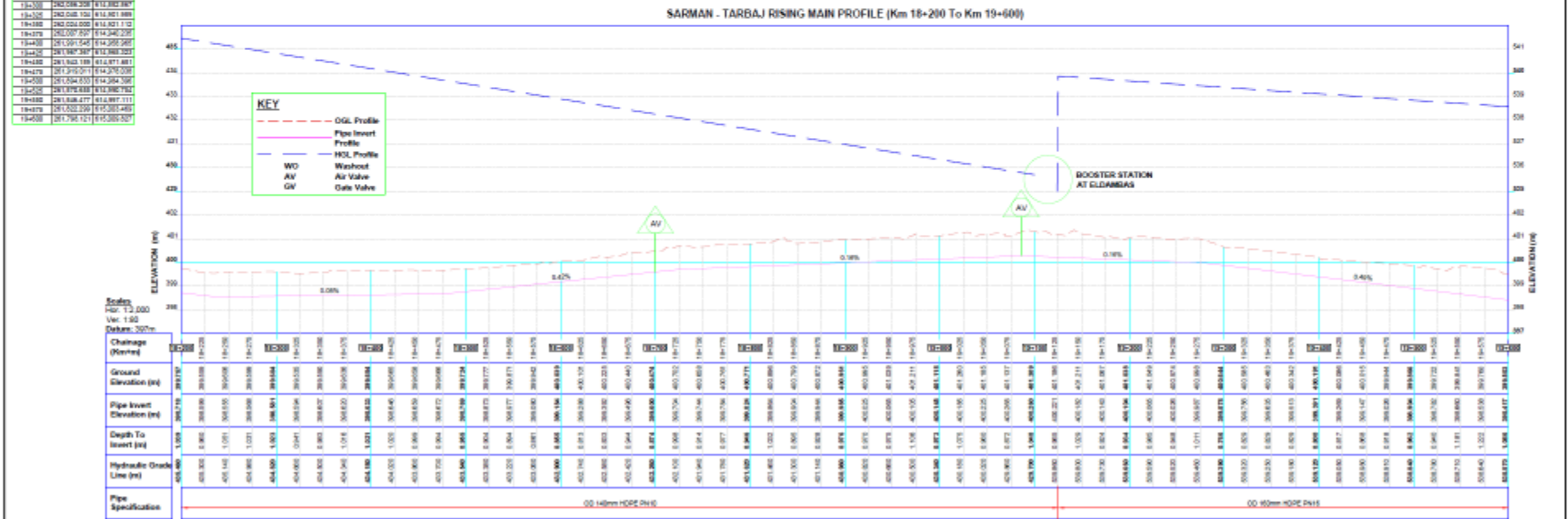
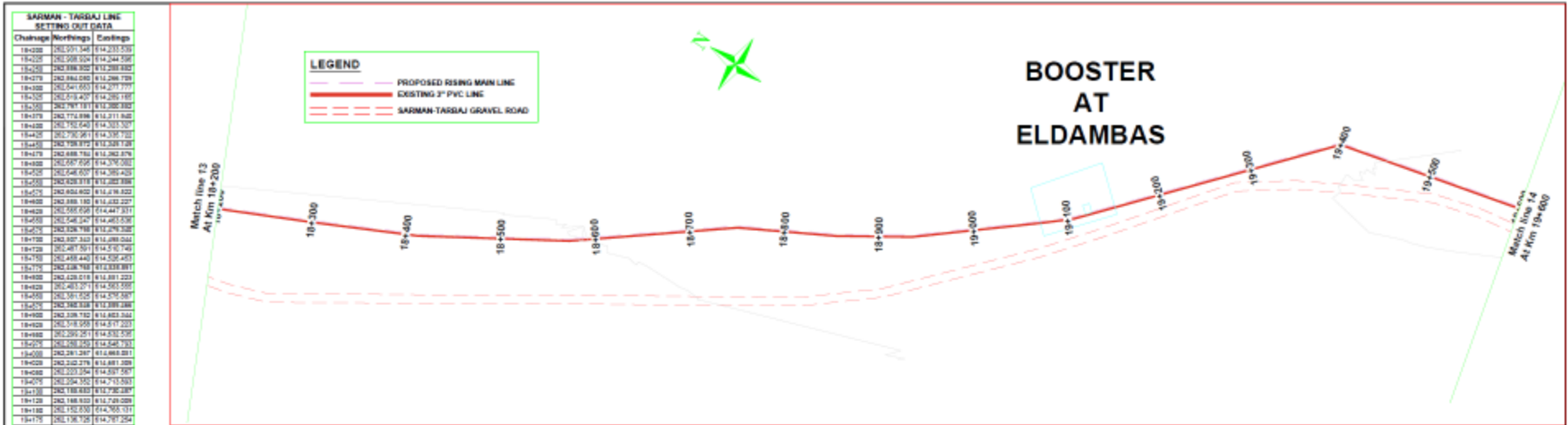
General Note:

- This drawing is for information only and is not to be used for construction purposes unless otherwise stated.
- For the purpose of this drawing, all dimensions shall be in meters unless otherwise stated.
- All dimensions are to be confirmed on the field or on the work.

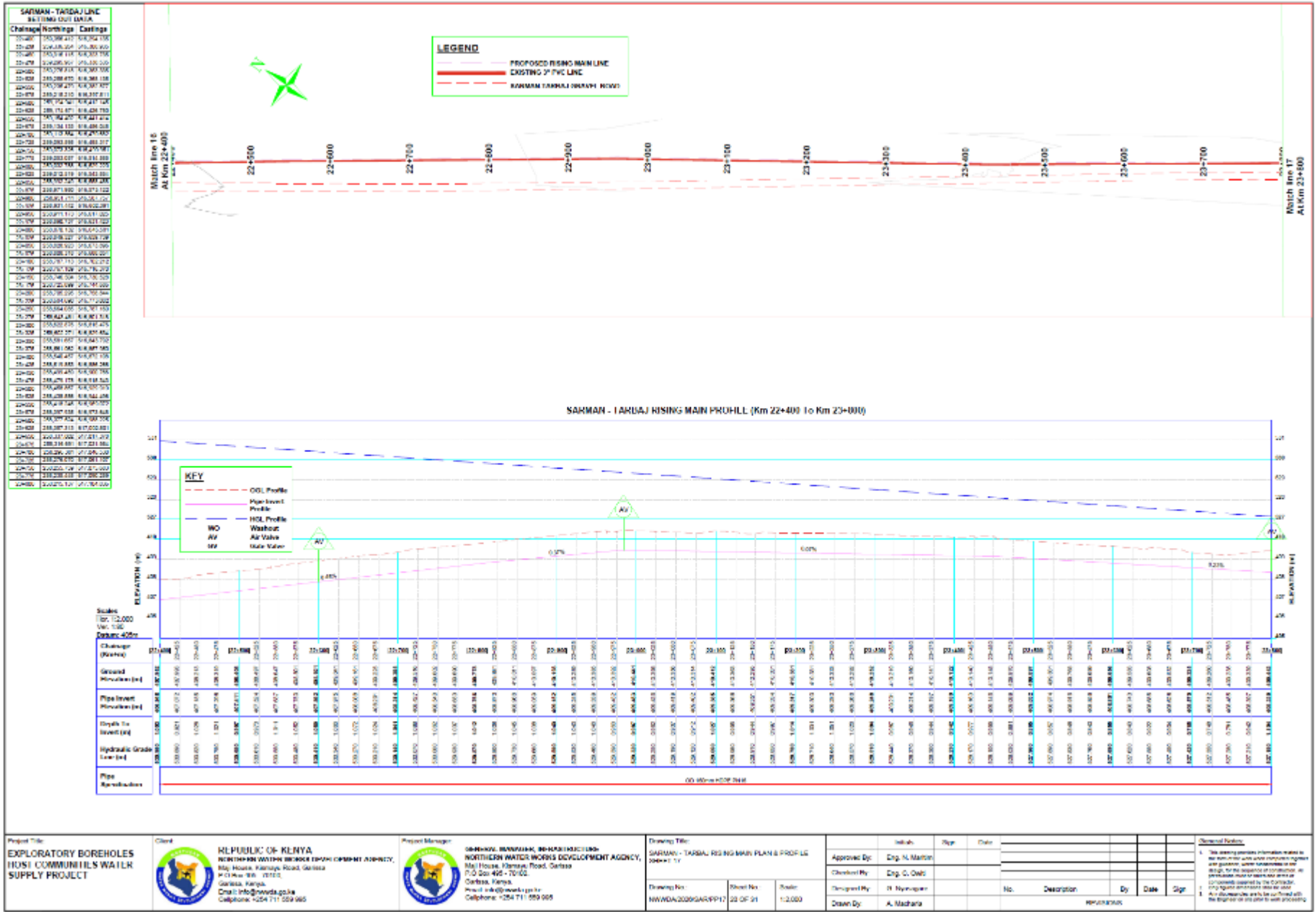
REVISIONS

No.	Description	By	Date	Sign

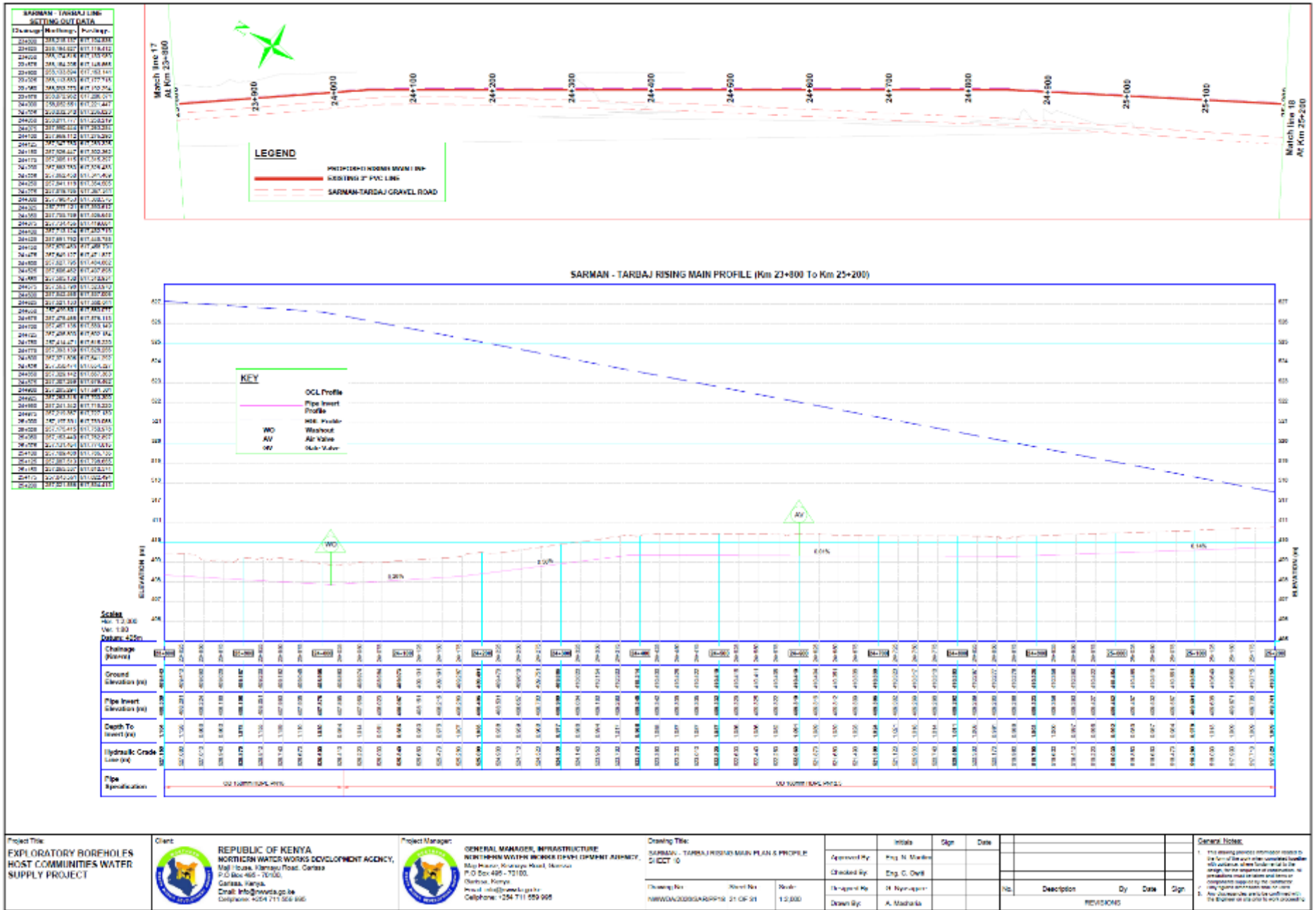




Project Title: EXPLORATORY BOREHOLES HOST COMMUNITIES WATER SUPPLY PROJECT	Client: REPUBLIC OF KENYA NORTHERN WATER WORKS DEVELOPMENT AGENCY, Maj House, Kileleshwa Road, Garissa P.O. Box 465 – 70100, Garissa, Kenya. Email: info@nwwda.go.ke Telephone: +254 711 559 906	Project Manager: GENERAL MANAGER, INFRASTRUCTURE NORTHERN WATER WORKS DEVELOPMENT AGENCY, Maj House, Kileleshwa Road, Garissa P.O. Box 465 – 70100, Garissa, Kenya. Email: info@nwwda.go.ke Telephone: +254 711 559 906	Drawing Title: SARMAN - TARBALJ RISING MAIN PLAN & PROFILE SHEET 14		Initials: _____ Sign: _____ Date: _____	General Notes: 1. This drawing provides information related to the form of the work which complies together with quantities, which conforming to the design for the purpose of construction. All modifications must be done and items or components submitted to the CONTRACTOR for approval. All items must be checked with the Engineer on site prior to work proceeding.
			Drawing No.: M/WWD/0209/SAR/PP/14 Sheet No.: 17 OF 31 Scale: 1:2,000	Approved By: Eng. N. Martin Checked By: Eng. C. Ochi Designed By: O. Nyangira Drawn By: A. Muthara	No. _____ Description _____ By _____ Date _____ Sign _____	



Project Title: EXPLORATORY BOREHOLES HOST COMMUNITIES WATER SUPPLY PROJECT	Client: REPUBLIC OF KENYA NORTHERN RIVER BRIDGE ENGINEERING AGENCY, Moi House, Kilgus Road, Garissa P.O. Box 399, 70102, Garissa, Kenya Email: info@nrbwa.gov.ke Telephone: +254 711 229 965	Project Manager: DR. HON. BERNARD K. B. MACHARIA NORTHERN WATER WORKS DEVELOPMENT AGENCY, Moi House, Kilgus Road, Garissa P.O. Box 492 - 70102, Garissa, Kenya Email: info@nwwda.gov.ke Telephone: +254 711 559 065	Drawing Title: SARMAN - TARDAJ RISING MAIN PLAN & PROFILE Sheet: 11	Initials: _____ Sign: _____ Date: _____	Approval Notes: 1. The drawing contains information related to the design process and shall not be used for any other purpose without the written consent of the Engineer. The Engineer shall not be held responsible for any errors or omissions in the drawing. The Engineer shall not be held responsible for any damage or injury caused by the use of the drawing. The Engineer shall not be held responsible for any delay in the completion of the project.														
			Drawing No: NWWD/2009/SAR/RP/11	Sheet No: 22 OF 31		Scale: 1:1,000	Approved By: Eng. N. Martin Checked By: Eng. C. Ombi Drawn By: R. Nyiragan Design By: A. Macharia	<table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>By</th> <th>Date</th> <th>Sign</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Description	By	Date	Sign						
No.	Description	By	Date	Sign															



Project Title:
EXPLORATORY BORINGHOLES
FOR COMMUNITIES WATER
SUPPLY PROJECT

Client:
REPUBLIC OF KENYA
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Mail: Quana, Kampala Road, Garissa
P.O. Box 495 - 70100,
Garissa, Kenya.
Email: info@nwwda.go.ke
Telephone: +254 711 558 905

Project Manager:
GENERAL MANAGER, INFRASTRUCTURE
NORTHERN WATER WORKS DEVELOPMENT AGENCY,
Mail: Quana, Kampala Road, Kampala
P.O. Box 495 - 70100,
Garissa, Kenya.
Email: info@nwwda.go.ke
Telephone: +254 711 558 905

Drawing Title:
SARMAN - TARBAJ RISING MAIN PLAN & PROFILE
SHEET 10

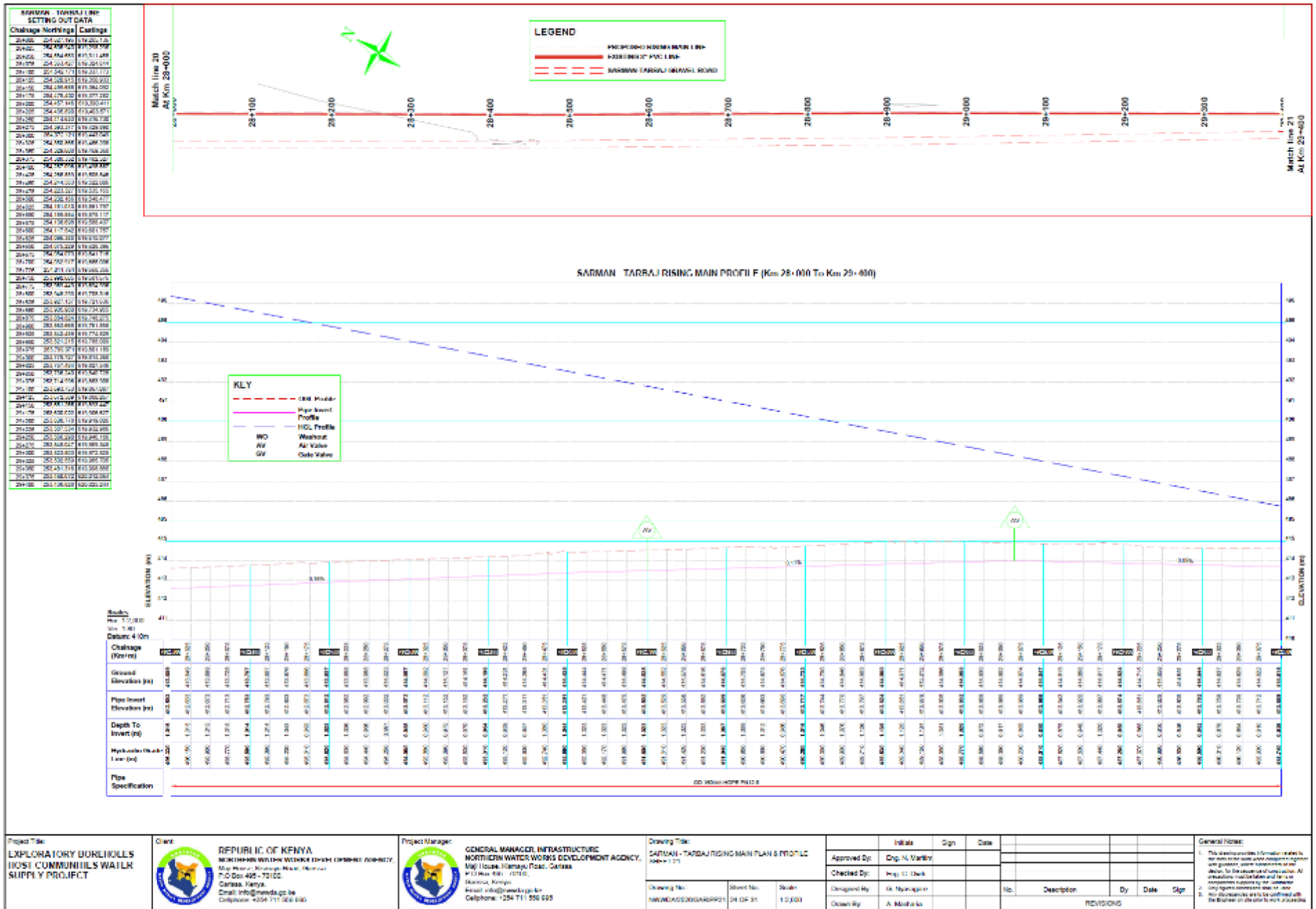
Drawing No: NWRWDA/2020/SAR/TAR/10
Revised No: 01
Scale: 1:2,000

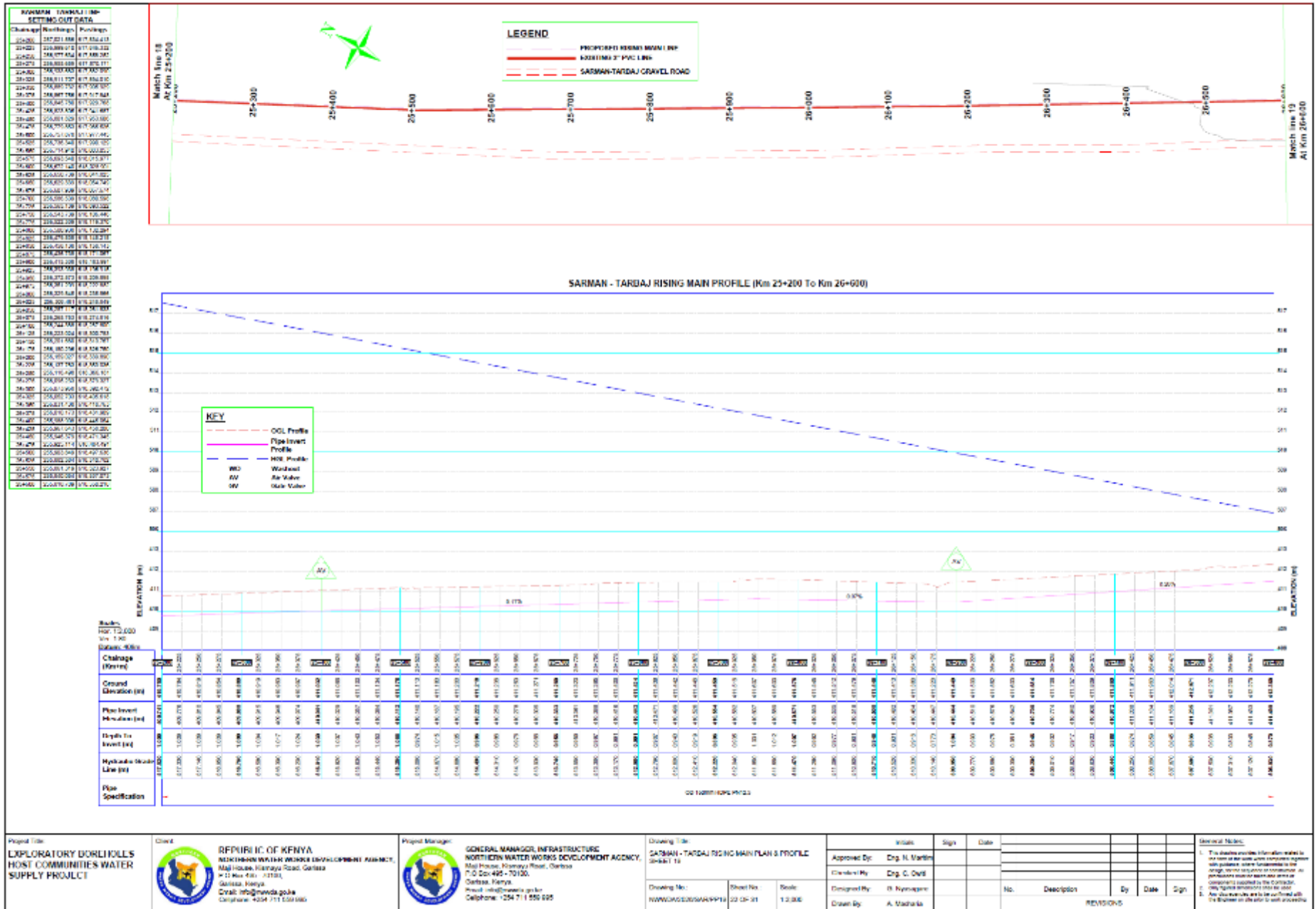
Initials	Sign	Date
Approved By: Eng. M. Mwangi		
Checked By: Eng. C. Othman		
Designed By: M. Nyanjogu		
Drawn By: A. Mwachira		

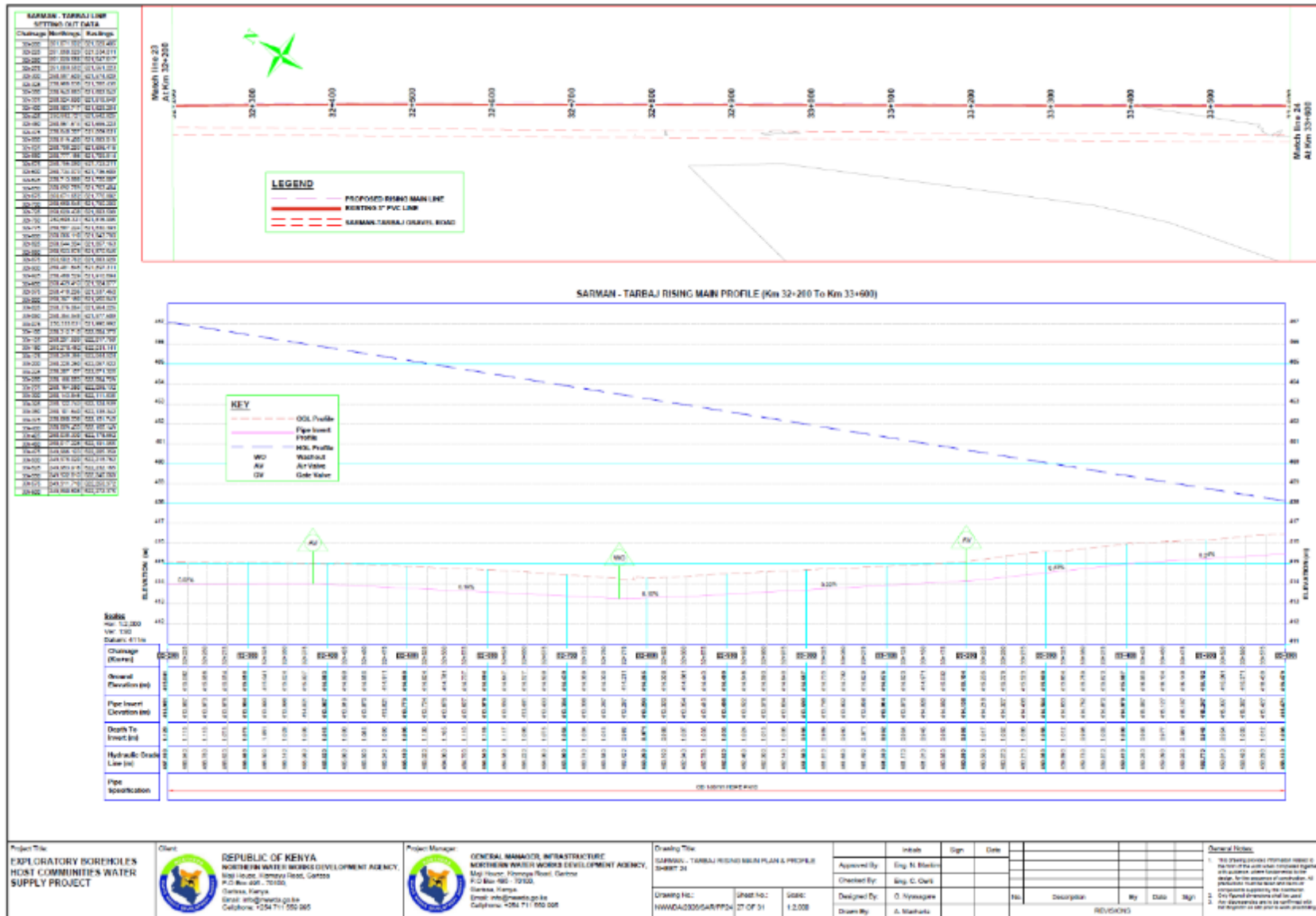
No.	Description	Dy	Date	Sign
	REVISIONS			

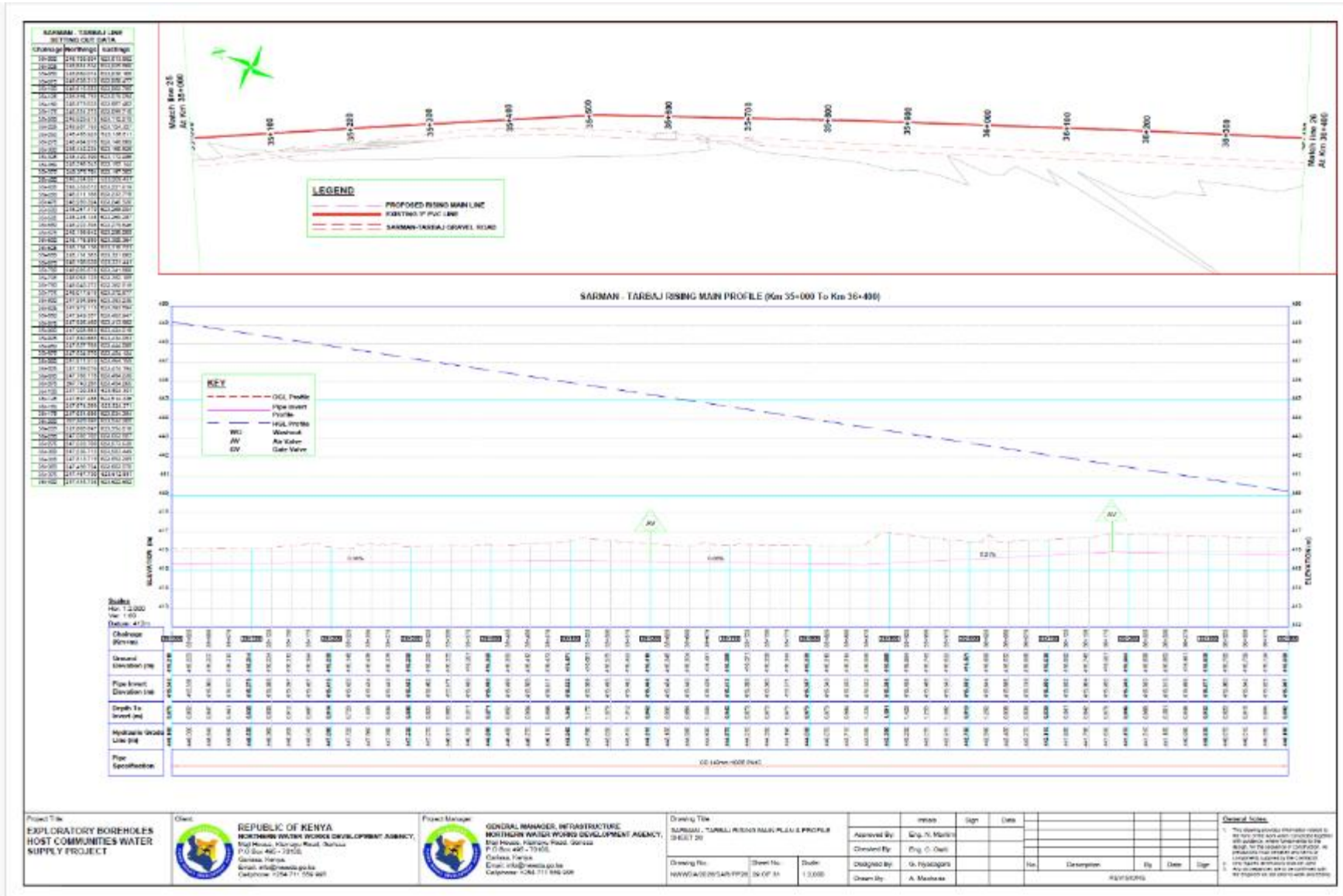
General Notes:

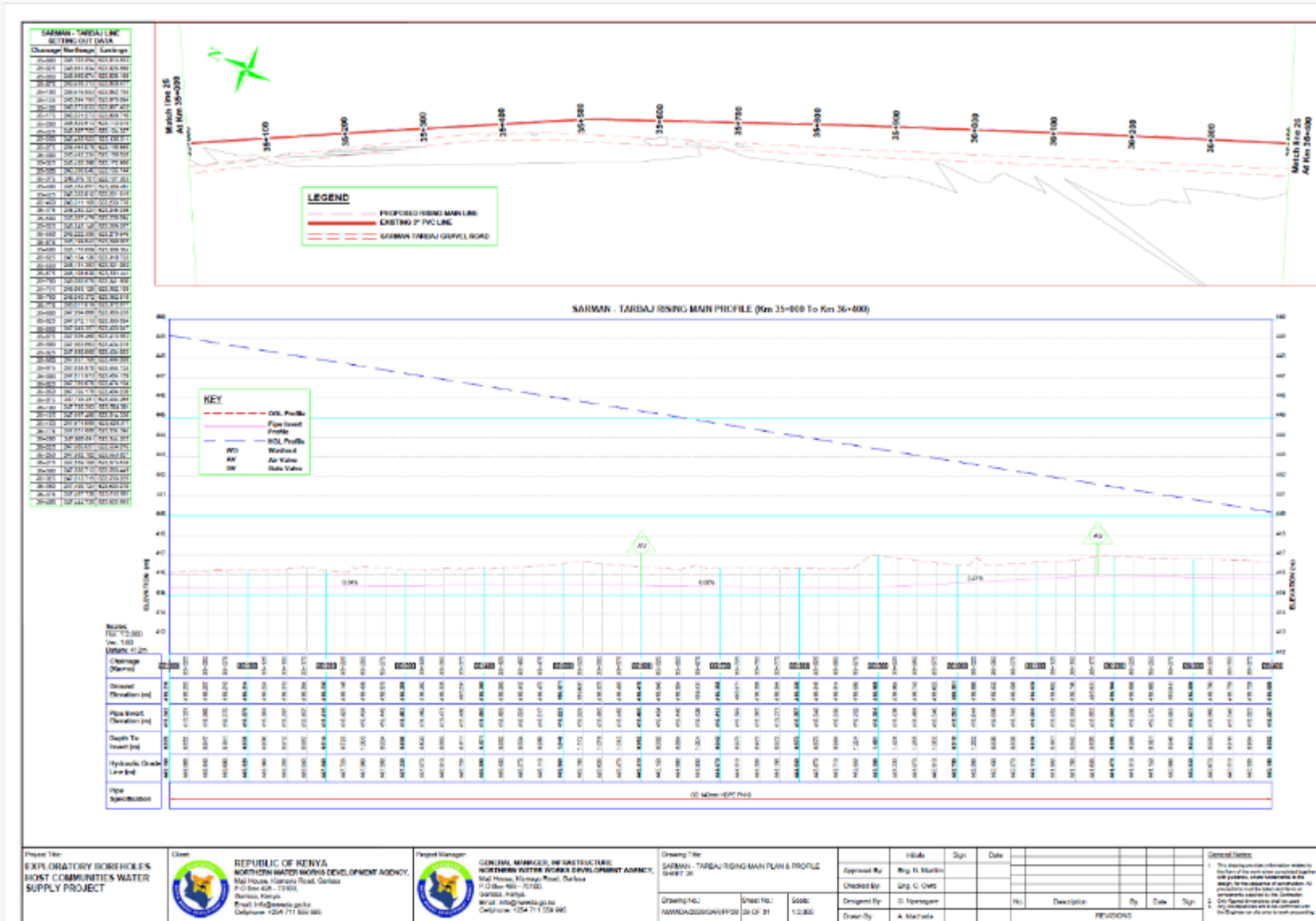
- This drawing provides information required for the construction of the project and is to be used in conjunction with the Bill of Materials (BOM) and the Bill of Materials (BOM) for the project.
- Any dimensions and/or quantities shown on this drawing are to be confirmed by the Engineer on site prior to construction.











Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

Table of Clauses

1.	Definitions.....	141
2.	Interpretation.....	144
3.	Language and Law	145
4.	Project Manager’s Decisions	145
5.	Delegation	145
6.	Communications	145
7.	Subcontracting	145
8.	Other Contractors.....	146
9.	Personnel and Equipment	147
10.	Employer’s and Contractor’s Risks	152
11.	Employer’s Risks	152
12.	Contractor’s Risks.....	153
13.	Insurance	153
14.	Site Data.....	154
15.	Contractor to Construct the Works	154
16.	The Works to Be Completed by the Intended Completion Date	154
17.	Approval by the Project Manager	155
18.	Health, Safety and Protection of the Environment	155
19.	Archaeological and Geological Findings.....	156
20.	Possession of the Site.....	156
21.	Access to the Site.....	156
22.	Instructions, Inspections and Audits.....	157
23.	Appointment of the Adjudicator	157
24.	Procedure for Disputes.....	158
25.	Fraud and Corruption.....	158
26.	Code of Conduct	158
27.	Security of the Site.....	159
B. Time Control.....		159
28.	Program.....	159
29.	Extension of the Intended Completion Date.....	161
30.	Acceleration	161
31.	Delays Ordered by the Project Manager.....	161
32.	Management Meetings.....	161
33.	Early Warning.....	162
C. Quality Control		162
34.	Identifying Defects.....	162
35.	Tests	162
36.	Correction of Defects	162
37.	Uncorrected Defects.....	163
D. Cost Control.....		163

38.	Contract Price.....	163
39.	Changes in the Contract Price.....	163
40.	Variations.....	163
41.	Cash Flow Forecasts.....	164
42.	Payment Certificates.....	164
43.	Payments.....	165
44.	Compensation Events.....	166
45.	Tax 167	
46.	Currencies.....	167
47.	Price Adjustment.....	167
48.	Retention.....	168
49.	Liquidated Damages.....	168
50.	Bonus 169	
51.	Advance Payment.....	169
52.	Securities.....	169
53.	Dayworks.....	170
54.	Cost of Repairs.....	170
E. Finishing the Contract.....		170
55.	Completion.....	170
56.	Taking Over.....	170
57.	Final Account.....	170
58.	Operating and Maintenance Manuals.....	171
59.	Termination.....	171
60.	Payment upon Termination.....	172
61.	Property.....	172
62.	Release from Performance.....	172
63.	Suspension of Bank Loan or Credit.....	173

General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The “**Activity Schedule**” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The “**Adjudicator**” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 44 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) “**Days**” are calendar days; months are calendar months.
- (m) “**Dayworks**” are varied work inputs subject to payment on a time basis for the Contractor’s employees and

- Equipment, in addition to payments for associated Materials and Plant.
- (n) A **“Defect”** is any part of the Works not completed in accordance with the Contract.
 - (o) The **“Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (p) The **“Defects Liability Period”** is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
 - (q) **“Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (r) The **“Employer”** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
 - (s) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
 - (t) **“In writing”** or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (u) The **“Initial Contract Price”** is the Contract Price listed in the Employer’s Letter of Acceptance.
 - (v) The **“Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (w) **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (x) **“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (y) The **“Project Manager”** is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

- (z) **“PCC”** means Particular Conditions of Contract.
- (aa) The **“Site”** is the area **defined as such in the PCC**.
- (bb) **“Site Investigation Reports”** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **“Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **“Start Date”** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **“Variation”** is an instruction given by the Project Manager which varies the Works.
- (hh) The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
- (ii) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specifications.
- (kk) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
- (ll) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
“Sexual Exploitation” is defined as 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;

“**Sexual Abuse**” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (mm) “**Sexual Harassment**” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
- (nn) “**Employer’s Personnel**” refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,

- (h) Bill of Quantities,²⁴ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager’s Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in GCC Sub-Clause 26.1 of the General Conditions of Contract.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with

²⁴ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

**8. Other
Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (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;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor 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 Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

9.3 Labor

- 9.3.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Employer's country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

- 9.3.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- 9.3.3 The Contractor may bring into the Employer's country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.3.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.3.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.3.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

- 9.3.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.3.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specifications at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.3.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.3.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.3.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Employer's 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 Contractor's Personnel.
- 9.3.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.3.13 *Funeral Arrangements.* The Contractor 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.
- 9.3.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring 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.

9.3.15 *Child Labor.* The Contractor, 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).

The Contractor, 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.

The Contractor 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 Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

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:

- (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
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.3.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor 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 project Manager.

9.3.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor'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.

9.3.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor'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.

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 Contractor 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 GCC Sub-Clause 9.3.15).

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, 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.

The Contractor'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 the grievance mechanism easily accessible to all Contractor's Personnel.

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.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

9.3.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

As stated in the Specifications or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

**10. Employer's
and
Contractor's
Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's
Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of:
 - (i) the Works until the Works are taken over by the Employer; and
 - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
 - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- 18.3 Protection of the environment
- The Contractor shall take all necessary measures to:
- (a) protect the environment (both on and off the Site); and

- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager

19. Archaeological and Geological Findings

19.1 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 Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor'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 Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them..

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 1.16 (e) of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 26. Code of Conduct**
- 26.1 The Contractor shall have a Code of Conduct for the Contractor’s Personnel.
- The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Contractor’s Personnel and seeking to obtain that person’s signature

acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor 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 Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

27. Security of the Site

27.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

The Contractor 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 Contractor'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 Specification.

The Contractor 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.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.

B. Time Control

28. Program

28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the

Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

- 28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B
- 28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's,

its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

29. Extension of the Intended Completion Date

29.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

29.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. Acceleration

30.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

30.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

31. Delays Ordered by the Project Manager

31.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

32. Management Meetings

32.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

32.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 33. Early Warning**
- 33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 33.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 34. Identifying Defects**
- 34.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 35. Tests**
- 35.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 36. Correction of Defects**
- 36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

- 37. Uncorrected Defects** 37.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 38. Contract Price²⁵** 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 39. Changes in the Contract Price²⁶** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 39.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 40. Variations** 40.1 All Variations shall be included in updated Programs²⁷ produced by the Contractor.
- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

²⁵ In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

38.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

²⁶ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

39.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

²⁷ In lump-sum contracts, add “and Activity Schedules” after “Programs.”

- 40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.²⁸
- 41. Cash Flow Forecasts**
- 41.1 When the Program,²⁹ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.³⁰

²⁸ In lump-sum contracts, delete this paragraph.

²⁹ In lump-sum contracts, add "or Activity Schedule" after "Program."

³⁰ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late

payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**44. Compensation
Events**

- 44.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other

constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance

Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”

A_c and B_c are coefficients³¹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

48.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated

³¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in

which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

- 53. Dayworks**
- 53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs**
- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 55. Completion**
- 55.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 56. Taking Over**
- 56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 57. Final Account**
- 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the

amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 58.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 1.16 of Appendix A to the GCC, in competing

for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

59.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

59.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

61. Property

61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before

receiving it and for any work carried out afterwards to which a commitment was made.

**63. Suspension of
Bank Loan or
Credit**

63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice

APPENDIX A

TO GENERAL CONDITIONS

Bank’s Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

- 1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³² In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, 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;³³
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³⁴
 - (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;³⁵

³² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³³ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³⁴ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³⁵ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (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;³⁶
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,³⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated³⁸ sub-contractor,

³⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

³⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

³⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how

consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

APPENDIX B

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 Contractor'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 bowsers, 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 cleanups, 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.

APPENDIX C

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor’s Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Contract reference *[insert contract reference]*
 Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p style="margin-left: 20px;">Name of Employer: _____</p> <p style="margin-left: 20px;">Name of Project: _____</p> <p style="margin-left: 20px;">Contract description: _____</p>

Brief summary of evidence provided: _____ _____
Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above) [<i>attach details as appropriate</i>]. _____ _____ _____

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____,

Section IX. Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: International Development Association (IDA)
GCC 1.1 (r)	The Employer is: Chief Executive Officer, Northern Water Works Development Agency Maji House - Kismayu Road, P.O Box 495- 70100, GARISSA-KENYA.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>Three (3) Months (90days) plus six (6) months defects liability period</i>
GCC 1.1 (y)	The Project Manager is <i>The General Manager</i> Northern Water Works Development Agency
GCC 1.1 (aa)	The Sites are located as below: The Site is located at Sarman, in Tarbaj Sub-County, off the Wajir–Mandera Road. Sarman serves as the source point for the project. The pipeline is approximately 40 km long, forming a rising main that connects Sarman to Tarbaj, and includes electro-mechanical works with an intermediate booster station. Tarbaj is located about 50 km from Wajir Town.
GCC 1.1 (dd)	The Start Date shall be t The Contract Signature Date
GCC 1.1 (hh)	The Works consist of

	<p>A complete solar-powered bulk water conveyance scheme, delivering treated water from Sarman to Tarbaj with supporting service and operational infrastructure.</p> <p>The Works comprise:</p> <ul style="list-style-type: none"> • Development of a solar-powered borehole abstraction system at Sarman, including high-capacity and point-source boreholes. • Construction and equipping of a booster pumping station at Dambas to support transmission. • Installation of approximately 39 km of HDPE rising main (140 mm and 160 mm diameter, PN10–PN16), including all valves, air valves, washouts, fittings, and thrust blocks. • Provision of a hybrid solar–diesel powered borehole system for backup and reliability. • Installation of chlorination systems for water treatment, including dosing, storage, and monitoring equipment. • Implementation of automation and control systems for pump operation, level control, pressure monitoring, and system protection. • Construction of ancillary infrastructure, including: <ul style="list-style-type: none"> ○ 2 No. water kiosks ○ Cattle troughs ○ 10 m³ elevated plastic water storage tank ○ Standard pump house ○ Perimeter fencing <p>Execution of all civil, mechanical, electrical, testing, commissioning, and training works required for a complete and operational system.</p>
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> ▪ <i>Drawings;</i> ▪ <i>Volume II: Technical Specifications;</i> ▪ <i>Volume III: ESIA/ESMP;</i> ▪ <i>Bill of Quantities;</i> ▪ <i>Contractor’s Bid (Technical and Financial Proposals);</i>

	<ul style="list-style-type: none"> ▪ <i>Letter of Acceptance;</i> ▪ <i>Particular Conditions of Contract;</i> ▪ <i>General Conditions of Contract;</i> ▪ <i>Employer’s Requirements (if applicable);</i> ▪ <i>Addenda issued prior to bid submission;</i> ▪ <i>Any other documents listed in the Contract Agreement.</i>
GCC 3.1	<p>The language of the contract is: English</p> <p>The law that applies to the Contract is the law of <i>The Republic of Kenya</i></p>
GCC 5.1	The Project Manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For loss or damage to the Works, Plant and Materials: Equivalent to contract price;</p> <p>(b) For loss or damage to Equipment: KES 10 Million</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract KES 10 Million</p> <p>(d) For personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor’s employees: KES 5 Million</p> <p style="padding-left: 40px;">of other people: Kshs5 million: KES 5 Million</p>
GCC 14.1	Site Data are: The bidder shall rely on the provided contract drawings and physical site inspections and investigations by the bidder.
GCC 20.1	<p>The Site Possession Date(s) shall be:</p> <p>7 days of the Commencement Date</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator:</p> <p>The Kenya Chapter of the Chartered Institute of Arbitrators, P.O Box 50163-00200, Nairobi.</p>
GCC 24.3	<p>Adjudicator’s Remuneration:</p> <p>The Adjudicator’s hourly rate and reimbursable expenses shall be agreed between the Parties and the Adjudicator at the time of appointment.</p>
GCC 24.4	<p>Institution whose arbitration procedures shall be used: The Kenya Chapter of the Chartered Institute of Arbitrators</p> <p>Sub-Clause 25.3 – Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by</p>

	<p>arbitration in accordance with the “Chartered Institute of Arbitrators (Kenya Chapter) Arbitration Rules as at present in force.”</p> <p>The place of arbitration shall be: Nairobi, Kenya</p>
B. Time Control	
GCC 28.1	The Contractor shall submit for approval a Program for the Works within 28 Days from the date of the Letter of Acceptance.
GCC 28.3	The period between Program updates is <i>Monthly</i>
C. Quality Control	
GCC 36.1	The Defects Liability Period is: <i>6 Months (180 Days)</i> .
D. Cost Control	
GCC 46.1	The currency of the Employer’s country is: <i>Kenya Shilling</i>
GCC 47.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply.
GCC 48.1	<p>The proportion of payments retained is: <i>10%</i></p> <p>Limit of Retention: 5% of Accepted Contract Amount (inclusive of VAT)</p>
GCC 49.1	The liquidated damages for the whole of the Works are five (0.05%) of final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.
GCC 50.1	<p>The Bonus for the whole of the Works</p> <p>Not Applicable</p>
GCC 51.1	<p>The Advance Payments shall be:</p> <p>Not Applicable</p>
GCC 52.1	<p>The Performance Security amount is:</p> <p>(a) Performance Security – Bank Guarantee (unconditional and on demand): in the amount(s) of ten (10) percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>

	(b) Performance Security – Performance Bond: N/A
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is 30 days after substantial completion.
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is KES 250, 000/-
GCC 59.2 (g)	The maximum number of days is: 90 days
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 15% (Fifteen Percent)] .

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance	189
Contract Agreement	191
Performance Security (Bank Guarantee)	193
Performance Security (Performance Bond)	195
Environmental and Social(ES) Performance Security	197
Advance Payment Security	199

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*.

This is to notify you that your Bid dated *[insert date]* for execution of the
. . . . *[insert name of the contract and identification number, as given in the PCC]* for the
Accepted Contract Amount of *[insert amount in numbers and words and name of
currency]*, as corrected and modified in accordance with the Instructions to Bidders is
hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental and Social,
Performance Security ***[Delete ES Performance Security if it is not required under the
contract]*** within 28 days in accordance with the Conditions of Contract, using for that
purpose the of the Performance Security Form and the ES Performance Security Form,
***[Delete reference to the ES Performance Security Form if it is not required under the
contract]*** included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the
Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed
by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of
Acceptance to _____ *[insert name of the
Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority
to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
[name of the Employer]. (hereinafter “the Employer”), of the one part, and
[name of the Contractor].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]*. . . .
 .should be executed by the Contractor, and has accepted a Bid by the Contractor for the
 execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor 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 of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;³⁹ and
 - (i) any other document listed in the PCC as forming part of the Contract, but not limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor 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.

³⁹ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

4. The Employer hereby covenants to pay the Contractor 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 *[name of the borrowing country]*. on the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, 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 Sub-Clause 55.1. 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.

Performance Security (Performance Bond)

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, 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 Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Works]* 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 Contractor 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 Contractor 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
- (2) 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 responsive 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 Contractor under the Contract, less the amount properly paid by Employer to Contractor; 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 issue of the Certificate of Completion.

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 Contractor 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 55.1. 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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*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

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.*

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,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 completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of the expected completion date, 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."*

SAMPLE FORMAT:**Invitation for Bids****[COUNTRY]****[NAME OF PROJECT]**

Loan No./Credit No./ Grant No.: _____

Contract Title: _____**Reference No. (as per Procurement Plan):** _____

1. The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds toward payments under the contract⁴⁰ for *[insert title of contract]*⁴¹.
2. The *[insert name of implementing agency]* now invites sealed bids from eligible bidders for *[insert brief description of Works required, including quantities, location, construction period, margin of preference if applicable, etc.]*⁴².
3. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* *[insert correct title and date of applicable Guidelines edition as per legal agreement]* ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.
4. Interested eligible bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding

⁴⁰ Substitute "contracts" where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid."

⁴¹ Insert if applicable: "This contract will be jointly financed by *[insert name of cofinancing agency]*. Bidding process will be governed by the World Bank's rules and procedures."

⁴² A brief description of the type(s) of Works should be provided, including quantities, location of Project, construction period, application of margin of preference and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.

documents during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this invitation]*⁴³.

5. A complete set of bidding documents in *[insert name of language]* may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee⁴⁴ of *[insert amount in Borrower's currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.⁴⁵ The document will be sent by *[insert delivery procedure]*.⁴⁶

6. Bids must be delivered to the address below *[state address at the end of this invitation]*⁴⁷ on or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below *[state address at the end of this invitation]* on *[insert time and date]*.

7. All bids must be accompanied by a *[insert "Bid Security" or "Bid-Securing Declaration," as appropriate]* of *[insert amount and currency in case of a Bid Security]*.

8. The address(es) referred to above is(are): *[insert detailed address(es)]*

[insert name of office, room number]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city, country]

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[insert electronic address if electronic bidding is permitted]*

Web site:

⁴³ The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

⁴⁴ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300 or equivalent is deemed appropriate.

⁴⁵ For example, cashier's check, direct deposit to specified account number, etc.

⁴⁶ The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail.

⁴⁷ Substitute the address for bid submission if it is different from address for inquiry and issuance of bidding documents.