COUNTY GOVERNMENT OF BARINGO
DEPARTMENT OF AGRICULTURE AND LIVESTOCK

Kenya Climate Smart Agriculture Project (KCSAP)
Project Coordinating Unit – BARINGO
P.O. Box 4-30400 KABARNET

PROPOSED CONSTRUCTION CHEBORUSWO BORE HOLE PROJECT IN MARIGAT WARD BARINGO SOUTH SUB-COUNTY

TENDER NO:
BCG/TNR/KCSAP/ 892677/2021-2022

ISSUED DATE ON: 27th September 2021

CLOSING DATE: 14th October 2021

SEPTEMBER 2021

Summary Description

SBD for Procurement of Small Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section includes of provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section includes the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section includes the forms which are to be completed by the Bidder and submitted as part of his Bid

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to this process.

PART 2 – WORKS REQUIREMENTS

Section VII. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works Requirements shall also include the environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – *CONDITIONS OF* CONTRACT *AND CONTRACT FORMS*

Section VIII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX. Particular Conditions of Contract (PCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

Section X. Contract Forms

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

Attachment: Invitation for Bids

An "Invitation for Bids" form is provided at the end of the Bidding Documents for information.

BCG/TNR/KCSAP/ 892677/2021-2022

Project: KENYA CLIMATE SMART AGRICULTURE PROJECT (KCSAP).

Employer: BARINGO COUNTY GOVERNMENT

Country: KENYA Issued date on:

ISSUED DATE ON: 27th September 2021

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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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**.
	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) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
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**	The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, 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.
	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.
	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. 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. **(Date and Venue of pre bid meeting)**
	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 (English)**. 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**	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. 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. 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.
	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. 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 prices[1] 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 reasonable[2], 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.

[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."

	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.
18. Period of Validity of Bids	18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

	18.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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 deadline of the extended validity period. 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.
	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.
	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 validity period of the bid, or beyond any period of extension 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, Social, Health and Safety (ESHS) 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, Social, Health and Safety (ESHS) Performance Security.
	The bid security may be forfeited or the Bid Securing Declaration executed: (a) if a Bidder withdraws its bid during the period of 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, Social, Health and Safety (ESHS) 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.
	If a bid security is **not required in the BDS**, and (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, 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, Social, Health and Safety (ESHS) 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.
	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. 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.
	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	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	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.
	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 may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).
31. **Correction of Arithmetical Errors**	Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis: (a) only for add measurement 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 bidders[3] shall not apply.
34. Subcontractors	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. 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. 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.
	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 Quantities[4] for add measurement contracts, but including Day work[5] items, where priced competitively; (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 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**	Prior to the expiration of the period of 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, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ESHS 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, Social, Health and Safety (ESHS) 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 number of the Invitation for Bids is : *MOALF/KCSAP/BRG/OT /01/2020-2021* The Employer is: *COUNTY GOVERNMENT OF BARINGO COUNTY*
ITB 1.1	The name of the bidding process is: ***open tender*** The identification number of the bidding process is: *MOALF/KCSAP/ BRG/OT /01/2020-2021* The number and identification of lots comprising this bidding process is: *N/A*
ITB 2.1	The Borrower is: GOVERNMENT OF KENYA
ITB 2.1	The name of the Project is: *KENYA CLIMATE SMART AGRICULTURE PROJECT*
ITB 2.1	Loan or Financing Agreement amount: N/A
ITB 4.1	Maximum number of members in the Joint Venture shall be: *N/A*
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 **clarification purposes** only, the Employer's

	address is: box 220 Iten Attention: ***project coordinator (KCSAP)*** Street Address: ***p.o box 4-30400 KABANET (BARINGO COUNTY) tel no: 0720 324 231*** City: ***BARINGO COUNTY*** ZIP Code: ***30400*** Country: ***Kenya*** Telephone:***0720 324 231*** Facsimile number: ***N/A*** Electronic mail address: N/A Requests for clarification should be received by the Employer no later than: 6th October.
ITB 7.1	Web page: ***www.BARINGO county.go.ke***
ITB 7.4	A Pre-Bid meeting ***shall not take place due to covid-19*** Place: County project coordinator office at BARINGO COUNTY A pre-site visit be conducted by the Employer ***"shall be" on 1st and 6th October 2021 at 12 :00noon and to be done on the project site, on the same day*** the contractors will be issued with site-visit certificate after the site inspection

C. Preparation of Bids

ITB 10.1	The language of the bid is: ***English*** All correspondence exchange shall be in ***English***

	language.
ITB 11.1 (b)	The following schedules shall be submitted with the bid: ***as per section IV***
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its Bid: ***N/A*** **Code of Conduct (ESHS)** The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works' Requirements, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]* In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct upon contract award. **Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks** The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and

	Safety (ESHS) risks. • ***Mandatory*** The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. *Environmental and Social Impact Assessment (ESIA)*
ITB 13.1	Alternative bids ***shall not be*** permitted.
ITB 13.2	Alternative times for completion ***may be*** permitted.
ITB 13.4	Alternative technical solutions may be permitted for parts of the Works:
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: ***KES***
ITB 18.1	The bid validity period shall be in **120 days**.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): ***N/A***
ITB 19.1	A Bid Security ***of 2% shall be required of the total quoted sum.***
ITB 19.3	Other types of acceptable securities:

(d)	_____ *Not applicable*
ITB 19.9	***The following provision should be included and the required corresponding information inserted only if a bid security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9. Otherwise omit.*** If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of years. *N/A*
ITB 20.1	In addition to the original of the bid, the number of copies is: ***one copy***
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***approve of the power of attorney***

D. Submission and Opening of Bids

ITB 22.1	Bidders ***shall submit hard copies to a tender box situated at County government of BARINGO Headquarter Treasury building. And address to county project coordinator – KCSAP box 4-30400 Kabarnet***
ITB 22.1	For **bid submission purposes** only, the Employer's address is: ***box 4-30400 Kabarnet*** Attention: county project coordinator Kenya climate smart project Street Address: BARINGO COUNTY Floor/Room number: County Treasury Building City: BARINGO COUNTY ZIP Code: 30400 Country: Kenya **The deadline for bid submission is:** Date: 14th October 2021 Time: as indicated in IFMIS
ITB 25.1	The bid opening shall take place at: ***county treasury hall on 14th October 2021 at time indicated in IFMIS*** Street Address: BARINGO COUNTY Floor/Room number: ***County treasury hall*** City: BARINGO COUNTY Date: 14th October 2021 Time: as indicated in IFMIS

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

E. Evaluation and Comparison of Bids

ITB 32.1	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: ***KES*** N/A
ITB 33.1	A margin of preference ***shall not apply***.
ITB 34.1	At this time the Employer to execute certain specific parts of the Works by sub-contractors selected in advance .applicable
ITB 34.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is:_____% *of the total contract amount or*____% *of the volume of work*_____. *applicable* 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 sub-contracted failing which such sub-contractors will not be permitted to participate.

	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. N/A

F. Award of Contract

ITB 42.1 and 42.2	**[Delete the following if not applicable]**
ITB 43.1	The Adjudicator proposed by the Employer is**:** ***Engineers Association.*** The hourly fee for this proposed Adjudicator shall be: ***market rate*** The biographical data of the proposed Adjudicator is as follows:

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 post-qualification 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 KSHs 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 – rates should be in kshs

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

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1. Margin of Preference

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:

(a) 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) – ϵ the following criteria shall apply:

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).

Multiple Contracts

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 x 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 x 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 x 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 x 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 x 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 x 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 x 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 x V1 + N2 x V2 + N3 x V3 +---.

Alternative Completion Times

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

Technical Alternatives

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

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:

Evaluation Criteria

1. **PRELIMINARY EVALUATION**

S/No.	Evaluation Criteria	B1	B2	B3	B4	B5	B6
1.	Certificate of incorporation/ Registration						
2.	Certificate of site visit Attendance						
3.	Serialized bid document in all pages (Numerical 1,2,3….)						
4.	Valid Tax compliance Certificate						
5.	A valid NCA 6 Certificate for						

	a. NCA 6 certificate for building works b. NCA 6 Certificate for electrical works						
7.	Valid Practicing license from National construction Authority(NCA)						
8.	A valid business permit for the year 2021						
9.	Current certified copy of bank statement of balance not less than Ksh 10 million.						
10.	Current Copy of CR 12 printed within the last six months						
11.	Dully filled, signed and stamped **LETTER OF BID**						
12.	Self-declaration that shall not be involved in corrupt practices						
13.	Declaration that the bidder is not debarred						
14.	Bid bond shall be in form of bank guarantee or insurance companies of Kshs. 379,000						
15.	Completeness of the BQ						
16	Dully filled form of tender						
17	Dully filled and stamped Confidential Business Questionnaire						
	Responsiveness (R or NR)						

These requirements are compulsory and mandatory. Any bidder who fails to meet any of the above requirements shall be disqualified at this stage

2. Technical Evaluation Criteria

S/No.	Evaluation Criteria	Evaluation Attribute	Weighting Score	Maximum Score
1.	Experience of the bidders in construction of water works	No. of years in water works construction (Attach certificate of completion)	5 proof and above = 10 Marks Others prorated at No. of years x10 Marks/5 years	10 Marks
		No. of business done in construction of water works (Attach LSOs/Completion Certificates)	5 businesses and above = 20 Marks Others prorated at No. of business x20 Marks/5 Businesses	20 Marks
		Magnitude of businesses done in projects similar in nature to this project in the year 2018, 2019 and 2020	20 Million and above = 20 Marks Others prorated at Value of businesses x20 Marks/20Million	20 Marks
2.	Financial capacity	Financial capacity in form of liquid assets – Minimum Ksh 20 million	Proof of 2 year audited accounts = 20 marks	20Marks
3.	Staff Qualification	Technical staff Water Engineer (attach Certificates and Cvs) Key personnel – 1 No. Contract manager with at least HND certificate in Engineering	Degree and above = 10 Marks Others prorated at No degree x0/degree	30 Marks

		(Civil, Agriculture, Water) having five (5) years general experience and three (3) years specific experience in water works; -1 No. Site Engineer with at least ND and 3 years' experience in engineering work. -1 No. Survey Technician possessing a diploma certificate with 3 years' experience. -1 No. foremen with 3 years' experience		
4.	Equipment Holding	3) Equipments (Owned or Hired) – - 1 No. tipper lorry - 1No. Pick up - 1 No. concrete mixer - - Survey equipment (Total station/quick set level) Evidence – Log books/ certified hire agreements	For each equipment listed = 5 marks	20 Marks
				120 Marks

Bidders who score 75% and above shall proceed to the financial stage

3. Financial evaluation

The evaluation committee shall conduct price comparison of the bidders and shall make recommendation for award to the lowest evaluated bidder.

4. Due diligence

Due diligence will be done before recommendation for award

5. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

- *Tenderer's Eligibility-Confidential Business Questionnaire.*
- *Certificate of Independent Tender Determination.*
- *Self-Declaration of the Tenderer.*

Date of this Tender submission: [*insert date (as day, month and year) of Tender submission*] **Request for Tender No.:** [*insert identification*] **Name and description of Tender** *[Insert as per ITT)* **Alternative No.:** [*insert identification No if this is a Tender for an alternative*]

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

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings [*[Amount in figures]* _____Kenya Shillings *[amount in words]*_____

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

   _____

   The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence theWorks as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.

3. We agree to adhere by this tender until_____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute abinding Contract between us. We further understand that you are

not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:

i) *No reservations:* We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 8;

ii) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

iii) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

(iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

(v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

(vi) **Option1,** incase of one lot: Total price is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*]; Or

Option2, in case of multiple lots:

a) *Total price of each lot* [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and

b) *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*];

vii) Discounts: The discounts offered and the methodology for their application are:

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

ix) 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*];

x) *Tender Validity Period:* Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1(as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

xii) *One Tender Per Tender:* We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) *Suspension and Debarment:* We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) *State-owned enterprise or institution:* [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT 3.7*];

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

Name of Recipient	Address	Reason	Amount

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

xvi) *Binding Contract:* We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

xvii) *Not Bound to Accept:* We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other. Tender that you may receive;

xviii) *Fraud and Corruption:* We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

xix) *Collusive practices:* We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

c) Self-Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

Date signed_____day of_____,_____

Notes
** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer*
*** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender,*

TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

i) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

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

Name in full_____Age_____
Nationality_____Country of Origin_____
Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(iv) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

Certification

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

Full Name_____ Title or Designation_____

_____ _____

(Signature) *(Date)*

B. *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION*

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit theTender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) theTenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date_____

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

SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... *(insert name of the Company)* who is a Bidder in respect of Tender No. ..... for ..... *(insert tender title/description)* for ..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/PrincipalOfficer/Director of ..... *(insert name of the Company)* who is a Bidder in respect of Tender No. ..... for ..... *(insert tender title/description)* for ..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement toany member of the Board, Management, Staff and/or employees and/or agents of..... *(name of the procuring entity)*

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

....

..... (Title)

(Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/Company/Firm*)
.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....
E-mail.....
Name of the Firm/Company.....
Date.....

(Company Seal/Rubber Stamp where applicable)
Witness

Name.....

Sign.....
Date.....

5 Key Personnel

[*Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1			
2			
Suitable experts in the following specializations			
3	[*Environmental*]	e.g. degree in relevant environmental	e.g. [*years*] in similar work environments

		field	
4	[*Health and Safety*]		
5	[*Social*]		e.g. [*years*] of monitoring and managing risks related to GBV/ SEA
6	[*add others as appropriate*]		

6. Equipment

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

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

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

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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]*
Tender 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) We offer to execute in conformity with the Bidding Documents the following Works:..... *[insert a brief description of the Works]*;

(e) The total price of our Bid, excluding any discounts offered in item (f) below is:

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

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

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]***;N/A

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

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

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

(g) Our bid shall be valid for a period of **[*specify the number of calendar days*]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, **Delete if not applicable***] in accordance with the Bidding Documents;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(j) 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;

(k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[6]

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

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

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

[6] *Bidder to use as appropriate*

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

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

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

Name of the Bidder*.....*[insert complete name of person signing the Bid]*

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

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

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

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

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

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

Schedules

Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

(a) *to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*

(b) *when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

(a) *A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*

(b) *Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.

CHEBORUSWO BOREHOLE WATER PROJECT BILL OF QUANTITIES
MARIGAT WARD, BARINGO SOUTH SUB-COUNTY, BARINGO COUNTY

PROJECT	CHEBORUSWO BH WATER PROJECT BoQ				Page 1
TITLE	PRELIMINERIES & GENERAL				BILL No. 1
ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE (Ksh.)	AMOUNT (Ksh.)
1 .0	**BILL No. 1 – PRELIMINERIES & GENERAL**				
	The rates are inclusive of handling charges, levies, taxes mobilization and demobilization				
1.1.	**Signboards**				
	Allow for a prime cost sum of Ksh. 50,000 for provision, erection and maintenance of signboard as directed by Engineer	No.	2	50,000	100,000
1.2	**Supervision of works by Engineer**				
	Provide prime cost for Ksh.500,000 for, supervision to be expended as directed by Engineer to include checking levels, airtime, progress reports, photographs, publicity and community mobilization and sensitization	Item	1	500,00	500,000
1.3	**Environmental and Social Management Plan (ESMP)**				
	This shall consist of the following activities to be undertaken before, during & after the construction of the proposed water facility: 1.Minimize ground water pollution, spillage of hazardous wastes, dust emissions, solid & liquid waste generation, vegetation & soil erosion, accidents & health safety, HIV/AIDS & STDs,Solid liquid waste,water borne diseases,Livestock diseases,Management,Social evils/Vandalism,Gender base violence,Spread of Covid 19,change of setllement patterns,Sexual exploitation and abuse and work related Accidents during operations and maintenance phase				_____
	TOTAL CARRIED TO SUMMARY– BILL No.1				**450,000**

PROJECT	CHEBORUSWO BH BoQ	Page 2
TITLE	CHEBORUSWO BH WATER PROJECT BoQs	BILL No. 1

ITEM No.	ITEM DESCRIPTION	UNIT	QTY	RATE (Ksh.)	AMOUNT (Ksh.)
1.3.2	Allow for a sum of Ksh. 1,050,000 for supervision by relevant departments officers to ensure that recommendations in the Environmental and Social Impact Management Plan are adhered to. This same shall include: NEMA, WRA, Lands,Livestock,Water,Public Health,Administration, Environment etc.	Item	1	1,050,000	1,050,000
1.4	**Community/Staff Sensitization/Training**				
1.4.1	Allow a sum of Ksh. 250,000 for community sensitization and training on water management as shall be directed by the project supervisor/ manager	Item	1	250,000	250,000
1.5	Add percentage on items 1.2, 1.3.2 and 1.4 above for overheads and profits	%	24	1,650,000	396,000
1.6	**Contigency**				
1.6.1	Contigency fee to be directed by the Engineer	item	1	200,000	200,000
	Total Carried to Summary				**1,896,000**

	Summary - Prelimineries				
	Page 1				**450,000**
	Page 2				**1,896,000**
	TOTAL CARRIED TO SUMMARY– BILL No.1				**2,346,000**

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 3**
TITLE	**CHEBORUSWO BH WATER PROJECT**				**Bill No. 2**
ITEM No.2	**ITEM DESCRIPTION**	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
2 0	**BILL No. 2 – CHEBORUSWO BH EQUIPPING**				
2.1	**Borehole Equipping, Pump house & Fencing**				
2.1.0	**Pump- Set**				

2.1.1	Supply and install solar driven submersible hybrid pump-set capable of delivering 9m^3/hr. of water against a total head of 200 m. Provide hybrid system pump-set for use of Electric power to be used in case of low solar power.	No.	1		
2.1.2	Supply and install 7.5kw hybrid controller to enable the pump-set to utilize both solar and electric power	No.	1		
2.1.2	Supply and install suitable solar inverter	No.	1		
2.1.3	Supply and install dayliff 270w polycrystalline module or equivalent	No.	36		
2.1.4	Supply and install suitable Disconnect Switch	No.	2		
2.1.5	Supply and install suitable dayliff combiner box	No.	1		
2.1.6	Supply materials and construct 4m high mild steel solar support structure (Drawing will be provided)	No.	1		
2.1.7	Supply and install 50mm dayliff 50 drop pipes (3m length)	No.	44		
2.1.8	Supply and install/fix any other necessary solar pump-set accessories	Item	1		
2.2.0	**Pump House and office/store (3x3)**				
1	Provide materials and construct a pump house/Control panel Housing and store/office of dimensions 3mx3. The pump house is to be constructed with approved masonry stone walls, gable roofed with pre-painted 2.8 gauge G. iron Sheets,fixed with steel door,Shelves and window as directed	No.	1		
	Total Carried to Summary				

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 4**
TITLE	**CHEBORUSWO BH WATER PROJECT BoQ**				**Bill No. 2**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
2.3.0	**Borehole Fencing - Perimeter 80m**				

2.3.1	Excavate for, provide and erect chain-link fence 2.4m high comprising concrete posts set 0.9m below ground level with concrete class 15 (1:4:8) surround, concrete posts at 3.0m centres with 500mm long cranks at top, 12½ gauge chain-link fence, 4No. plain wire strands threaded through holes in posts, 4No. strands of 12½ gauge barbed wire tied to cranked fence and weave to form mesh, concrete strutting posts and intervals as appropriate and as shall be directed by the engineer. The rate to include for all the necessary excavation and disposal.	M	60		
2.3.2	Provide and install double gate of 4m wide X 2.4m high fabricated from dia. 50mm hollow section black pipes (gauge 16) and 25mmx25mm square tubes cut and welded to form a mesh 150mmX150mm. Rate to include for 2No. 80x80 gauge 16 rectangular hollow section M.S. Gate posts and also to include for painting the gate with oxide primer and two coats of blue gloss paint	No.	1		
	Total Carried to Summary				

	Summary - Borehole Equipping				
	Page 2				
	Page 3				
	Total - CHEBORUSWO BH Equipping				

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 5**
TITLE	**BILL No.3 - PIPEWORK**				**Bill No. 3**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
3. 0	**Pipe Work**				
	Pumping & Distribution Pipes				

	Prices to include: all necessary pipe fittings, supply, delivery, excavation trenching, laying pipe cutting & threading where necessary				
3.1	**Pipes:**				
	Provide lay and test the following main gravity and distribution pipes: Note that pipes are to be supplied complete with sockets and other necessary pipe fittings				
1	Socketed GS DN 80 mm class “B” pipe - Rising main	M	660		
	Distribution Pipes				
2	Socketed GS DN 50 (2") mm class “B” pipe	M	1,920		
4	Socketed GS DN 40 (1'½) mm class “B” pipe	M	1,140		
4	Socketed GS DN 25 mm class “B” pipe line stand pipes and cattle troughs connection	M	150		
5	50mm(1'½') ø HDPE 10-Bar (100m Roll) pipe	M	5,000		
6	32 mm(1") ø HDPE 10-Bar (100m Roll) pipe	M	700		
3. 2	**Pipe Fittings:**				
	Provide, fix/install and test the following pipe fittings, as directed by supervisor.				
1	80mm dia. Equal Tee	No.	4		
2	50mm dia. Equal Tee	No.	8		
3	40mm dia. Equal Tee	No.	6		
4	25mm ø Equal Tee	No.	6		
5	80mm ø Gate Valve Pegler	No.	2		
6	50mm ø Gate Valve Pegler	No.	2		
7	40mm ø Gate Valve Pegler	No.	2		
8	25mm ø Gate Valve Pegler	No.	2		
9	80mm ø Hex. Nipple	No.	4		
10	50mm ø Hex. Nipple	No.	2		
11	40mm ø Hex. Nipple	No.	2		
10	25mm ø Hex Nipple	No.	8		
	Total Carried to Summary				

PROJECT	CHEBORUSWO BH WATER PROJECT BoQ				Page 6
TITLE	CHEBORUSWO BH WATER PROJECT				Bill No. 3
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
11	80mm ø GS Bend 90°	No.	4		
11	80mm ø GS Bend 45^{0}	No.	4		
12	80mm ø GS Fabricated long Bend 45^{0}	No.	25		
13	80mm ø GS Fabricated long Bend $22½^{o}$	No.	25		
14	50mm ø GS Bend 90°	No.	3		
15	40mm ø GS Bend 90°	No.	4		
16	25mm ø G. S Bend 90°	No.	4		
17	80mm ø G. S Elbow	No.	4		
18	50mm ø G. S Elbow	No.	4		
19	40mm ø G. S Elbow	No.	4		
20	25mm ø G. S Elbow	No.	4		
21	80mm ø Socket union	No.	3		
22	50mm ø Socket union	No.	3		
23	40mm ø Socket union	No.	3		
24	25mm ø Socket Union	No.	8		
25	50 x 40mm ø Red. Bush	No.	4		
26	50 x 25 mm ø Red. Bush	No.	4		
27	40 x 25 mm ø Red. Bush	No.	4		
28	25 x 20 mm ø Red. Bush	No.	6		
29	80mm ø G.S Plug	No.	2		
30	50mm ø G.S Plug	No.	2		

31	40mm ø G.S Plug	No.	6		
32	25mm ø G. S Plug	No.	8		
33	25mm ø Single Air Valve 1" ø	No.	4		
34	50mm ø PE Connectors	No.	50		
35	32mm ø PE Connectors	No.	7		
36	50mm dia. PE Tees	No.	8		
37	32mm dia. PE Tees	No.	4		
38	50mm dia. PE Adaptors	No.	6		
39	32mm dia. PE Adaptors	No.	5		
40	80mm ø. Non-return Vale	No.	1		
	Note:				
	The price for pipes to include a socket for each pipe				
	Any pipe fittings remaining after construction to remain with the project for operation and maintenance use				
	Total Carried to Summary				

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 7**
TITLE	**BILL No.3 - PIPEWORK**				**Bill No. 3**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
3.3.0	**Excavation and Backfilling**				
	Rates for excavation and backfilling in trench shall include for clear of vegetation, trimming trench bottom and for providing selected bedding and surround materials				
3.3.1	Excavation and backfilling 12.41km pipeline trench in normal material for GS and HDPE pipes DN 63mm,50mm, 40mm, 32mm and to a depth not exceeding 1 m. The trench shall be of size 600mm deep and 450mm wide.	M^3	3,000		
3.4.0	**Pipe Anchorage and Valve Chambers**				
3.4.1	Provide materials and construct Masonry lockable valve chamber of size 1.5 mx1.2 m x1.2 m for Gate and Air valves	No.	6		
3.4.2	Provide materials and construct R.C. anchor blocks/Thrust blocks along the pipeline as directed average $0.1M^3$ per anchorage	No.	40		

3.4.3	Provide 50mm & 40mm GS class "B" pipes, cut or fabricate and use them as pipe anchorage along the pipe line as directed. Include for footing excavations and plain concrete under pipe footing for the anchorage pipes (260m)				
1	DN 50 (2") mm class “B” pipe	No.	8		
2	DN 40 (1½") mm class “B” pipe	No.	8		
	Total Carried to Summary				

	Summary - Pipework				
	Page 5				
	Page 6				
	Page 7				
	Total – Pipework				

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 8**
TITLE	**100 M^3 STORAGE FACILITIES**				**Bill No. 4**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
4. 0	**BILL No. 4 - 100 m^3 Storage Tank**				
1	Excavate over site average 150 mm deep remove vegetable soil and deposit away from site	M^2	66		
2	Excavate foundation base not exceeding 1.5 m in normal soil	M^3	45		
3	Extra over excavation in hard material not exceeding 1.5m deep.	M^3	8.3		
4	Allow for keeping the whole of excavation free from all water	Item	1		
5	Allow for maintaining and upholding the sides of excavations and keeping excavations free from all fallen materials, rubbish, etc.	Item	1		
6	Provide approved hardcore fillings consolidated and rammed in 150 mm thick layers to make up levels under slab base to satisfaction of the Engineer	M^2	66		
7	Provide concrete (1:3:6) 100 mm thick blinding	M^2	66		

8	Provide, cut and fix 10 mm and 12mm reinforcement bars in floor @ 150 mm c/c both ways as indicated the design drawings.	Kg	375		
9	Provide V.R.C (1:2:4) 100 mm thick floor slab	M^2	64		
	NB: The slab shall be constructed according to type drawings provided.				
	WALLS				
10	Provide materials and construct 225mm thick reinforced masonry wall bedded in cement: sand motor (1:3) as per design drawing	M^2	75		
11	Provide, cut and fix 10 mm and 12mm reinforcement bars in **floor** @ 150 mm c/c both ways as indicated the design drawings.	Kg	440		
	Total carried to summary				

PROJECT	**CHEBORUSWO BH BoQ**				**Page 9**
TITLE	**100 M^3 STORAGE FACILITIES**				**Bill No. 4**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
4. 0	**BILL No. 4 - 100 m^3 Storage Tank**				
12	Provide, cut and fix 10 mm and 8mm reinforcement bars in walling @ 150 mm c/c both ways as indicated the design drawings.	Kg	460		
	PLASTERING				
13	20mm thick cement: sand (1:3) mixed with water proof cement plaster on walls. Finish smooth. The internal plaster should be beveled at the bottom to receive bondex	M^2	75		
14	50mm thick cement: sand (1:3) mixed with water proof cement in floor screed. The edges of the floor screed should be beveled to ditto	M^2	61		
15	Finish the floor screed with a gentle slope	Item	1		
16	Provide pillar 300 x 300 mm in the middle of tank.	Item	1		
17	Provide Cross Beams 300mm x 300 mm on the roof of tank.	Item	1		
18	Cement grout mixed with water proof cement on floor screed and internal wall.	S.M	136		

19	Provide sawn formwork to sides and soffits of roof slab.	M^2	75		
	ROOF				
20	Provide and fix manhole cover and frame size 600 x 450 mm.	Item	1		
21	Fabricate and fix internal and external ladder using 25mm GS Class "B" Pipes as directed	Item	1		
22	Provide, cut and fix 10mm and 12 mm reinforcement bars in roof slab @ 150 mm c/c both ways.	Kg	440		
23	Provide V.R.C (1:2:4) 150 mm thick roof slab	M^2	64		
24	NB: The slab shall be constructed according to type drawings provided.	-			
	TOTAL CARRIEDFORWARD TO SUMARY				

PROJECT	**CHEBORUSWO BH BoQ**				**Page 10**
TITLE	**100 M^3 STORAGE FACILITIES**				**Bill No. 4**
	ITEM DESCRIPTION	**UNIT**	**QTY**	RATE (Ksh.)	**AMOUNT (Ksh.)**
4. 0	**BILL No. 4 - 100 m^3 Storage Tank**				
25	Rendering to roof slab	M^2	64		
26	Rendering of external wall	M^2	76		
27	Provide bondex as tight sealing between the internal wall and slab as directed	Kg	20		
	PAINT WORK				
28	Apply 3 coat paint on walls and Roof.	M^2	142		
29	Provide for construction water at site. Include the price of filling the tank with water to overflow for testing on completion of the tank	Item	1		
30	Provide materials and construct masonry valve chamber of external dimensions 1.5mx1.2mx1.2m c/w steel lockable manhole cover for the gate valve	No.	1		
31	Provide and fix the following pipes and fittings: Include for any necessary pipe cutting, threading and welding to secure scour/off-take pipes in concrete slab				
(a)	100mm Ø Class "B" Scour and overflow Pipe. Provide endcap or plug at the end of pipe	No.	1		

(b)	75mm Ø Class "B" Off-take Pipe :	No.	1		
(c)	50mm Ø GI Vent pipes for roof, including for Bends and nipples	No.	4		
(d)	100mm Ø GI Bend	No.	1		
(e)	75mm Ø GI Bend	No.	1		
(f)	75mm Ø GI Flange	No.	2		
(g)	100mm Ø GI Nipple	No.	1		
(h)	75mm Ø GI Nipple	No.	1		
(i)	100mm Ø GI Plain Socket	No.	1		
(j)	75mm Ø Gate Valve - Pegler	No.	1		
	TOTAL CARRIED FORWARD TO SUMARY				

	SUMMARY -100M^3 TANK	
	PAGE 8	
	PAGE 9	
	PAGE 10	
	TOTAL FOR 100M3 MASONRY TANK	

PROJECT	**CHEBORUSWO BH WATER PROJECT**				PAGE 11
TITLE	**50 M^3 MASONRY TANK - BILL No. 5**				BILL 5
	Description	QTY	Unit	Rate	Amount
5. 0	**50 M^3 MAONRY TANK**				
	Provide materials and constuct a standard masonary tank				
1	Excavate over site average 150mm deep remove vegetable soil and deposit away from site	M^2	26		
2	Excavate foundation base not exceeding 1.5m deep	M^3	13		
3	Extra over excavation in hard material not exceeding 1.5m deep	M^3	8		
4	Allow for keeping the excavation free from all water including spring and running water	Item	1		
5	Allow for maintaining and upholding the sides of excavations free from fallen materials, rubbish, etc.	Item	1		
6	Provide approved hardcore fillings consolidated and rammed in 150mm thick layers to make up level under slab base to satisfaction of the engineer	M^2	26		

7	Provide concrete(1:3:6) 100mm thick blinding	M^2	26		
8	Provide cut and fix 10mm reinforcment bars in floor @ 150mm c/c both ways as indicated in the design drawings	Kg	190		
9	Provide V.R C(1:2:4) 150mm thick floor slab	M^2	26		
	NB: The slab shall be constructed according to type drawings provided				
10	Provide materials and constuct 225mm thick reinforced masonary wall bedded in cement: sand motor (1:3) as per design drawing	M^2	51		
11	Provide, cut and fix 10 mm and 8mm reinfocement bars in walling and pillar @ 150 mm c/c both ways as indicated the design drawings.	Kg	220		
	SUB-TOTAL CARRIED TO SUMMARY				

PROJECT	**CHEBORUSWO WATER PROJECT**				**PAGE 12**
TITLE	**50 M^3 MASONRY TANK BILL OF QUANTITIES**				**BILL 5**
	Description	Quantity	Unit	Rate	Amount
12	20mm thick cement : sand (1:3) mixed with water proof cement plaster on walls. Finish smooth. The internal plaster should be bevelled at the bottom to receive bondex	M^2	101		
13	50mm thick cement (1:3 mixed with water proof cement in floor screed. The edges of the floor screed should be bevelled to ditto	M^2	20		
14	Finish the floor screed with a gentle slope 1:100 towards the centre(washout)	Item	1		
15	Provide pillar 300x300 mm in the middle of tank	Item	1		
16	Cement grout mixed with water proof cement on floor screed and internal wall	M^2	68		
17	Provide sawn formwork to sides and soffits of roof slab	M^2	20		
	ROOF				

18	Provide and fix manhole cover and frame size 600x450mm	Item	1		
19	Fabricate and fix internal and external ladder using 25mm Ø GS class "B" pipes	Item	2		
20	Provide, cut and fix 10mm high tensile reinforcement bars in roof slab @ 150mm c/c both ways	Kg	190		
21	Provide V.R.C (1:2:4) 150mm thick roof slab	M^2	24		
	NB: The roof should be finished with a gentle slope of 1:100 from the centre outwards				
22	Rendering to roof slab	M^2	24		
23	Rendering of external wall	M^2	53		
24	Apply 3 coat paint on walls, and roof	M^2	77		
25	Provide bondex as tight sealing between the internal wall and slab as directed	Kg	10		
	TOTAL CARRIED TO SUMMARY				

PROJECT	**CHEBORUSWO WATER PROJECT**				**PAGE 13**
TITLE	**50 M^3 MASONRY TANK BILL OF QUANTITIES**				**BILL 5**
	Description	Quantity	Unit	Rate	Amount
26	Provide for construction water at site. Include the price of filling the tank with water for testing on completion of the tank	Item	1		
27	Provide and fix a manhole c/w locable manhole cover for the gate valves (1.5x1.2x1.2m)	No.	1		
28	Provide and fix the following pipes and fittings: Include for any necesary pipe cutting, threading and welding to secure scour/off-take pipes in concrete slab				
(a)	75mm Ø Class "B" Scour and overflow Pipe. Provide endcap or plug at the end of pipe	No.	1		
(b)	50mm Ø Class "B" Off-take Pipe :	No.	1		
(c)	50mm Ø GI Vent pipes, including Bends and nipplles	No.	4		
(d)	75mm Ø GI Bend	No.	1		
(e)	50mm Ø GI Bend	No.	1		

(f)	50mm Ø GI Flage	No.	2		
(g)	75mm Ø GI Nipple	No.	1		
(h)	50mm Ø GI Nipple	No.	1		
(i)	75mm Ø GI Plain Socket	No.	1		
(j)	50mm Ø Gate Valve - Pegler	No.	1		
	TOTAL CARRIED TO SUMMARY				

	SUMMARY - 50M3 CHEBORUSWO MASONRY TANK	
	PAGE 11	
	PAGE 12	
	PAGE 13	
	50M^3 MASONRY TANK CARRIED TO SUMMARY - 1No	

PROJECT	**CHEBORUSWO BH WATER PROJECT BoQ**				**Page 14**
TITLE	**COMMUNAL WATER POINT & CATTLE TROUGHS**				**Bill No. 6**
6. 0	**BILL No. 6 - CATTLE TROUGH**				
	Cattle Troughs & CWP				
6.1	Provide materials and construct 10mx1.2m masonry Cattle Trough	No.	2		
6.2	Provide materials and construct Communal Water Points (Stand Pipes) as directed	No.	2		
	Total Carried to Summary – Bill No.6				

	SUMMARY - CHEBORUSWO BH WATER PROJECT				
1	PRELIMINERIES & GENERAL - BILL No.1				
2	BOREHOLE DRILLING & EQUIPPING - BILL No.2				
3	PIPE WORK - BILL No.3				
4	100m3 Masonry Tank - BILL No.4				
5	50m3 Masonry Tank - BILL No.5				
6	CATTLE TROUGHS (2No.) & COMMUNAL WATER POINTS (2No.) - BILL No.6				
	TOTAL - CHEBORUSWO BH WATER PROJECT				

2. Schedule of Payment Currencies

For .....*insert name of Section of the Works*

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

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Total Bid Price (TBP) $\frac{100xC}{TBP}$
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 during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) 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, Social, Health and Safety (ESHS) 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 end of the Bid Validity Period.

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]*[8] *[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) withdraws its Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders.

[8] 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.

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 of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____day of_____20_.

Principal:_____ Surety:

_____
Corporate Seal (where appropriate)

_____ _____
(Signature) *(Signature)*
(Printed name and title) *(Printed name and title)*

Form of Bid-Securing Declaration

Date: ..... *[insert date (as day, month and year)]*
Bid No.: ..... *[insert number of bidding process]*

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 in any contract with the entity that invited Bids for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) 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 expiration of our Bid.

Name of the Bidder*_____ ***[insert complete name of person signing the Bid]***

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

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

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

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

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

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

Technical Proposal

Technical Proposal Forms

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

Form PER -1

Key Personnel
Schedule

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

Key Personnel

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

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

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

Form PER-2:

Resume and Declaration
Key Personnel

Name of Bidder	

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

	Fax:	
	Job title:	**Years with present employer:**

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

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

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

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

(a) be taken into consideration during Bid evaluation;

(b) my disqualification from participating in the Bid;

(c) my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

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

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-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 ESHS provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. 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: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name:_____ Address:_____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Bidder is not dependent agency of the Employer

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

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)
Date: _____
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

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications

☐ Contract non-performance did not occur since 1st AUGUST *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st AUGUST *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
☐ No pending litigation in accordance with Section III, Evaluation			

Criteria and Qualifications, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.

Form CON – 3: Environmental, Social, Health, and Safety

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, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements

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

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

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for GBV/ SEA breaches]*	*[insert amount]*

[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
...	...	*[list all applicable contracts]*	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for GBV/ SEA breaches]*		*[insert amount]*

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*, _____				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information					
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
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.

(d) Be complete, including all notes to the financial statements.

(e) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[9] for the_____years required above; and complying with the requirements

[9] 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**
[indicate year]	*[insert amount and indicate currency]*		
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
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: _____	
		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 ☐	Member in JV	Management Contractor ☐	Sub-contractor ☐
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 Name[10] (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	Member in JV	Management Contractor	Sub-contractor
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				

[10] If applicable.

Year 2			
Year 3			
Year 4			
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	

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 AUGUST 2011:

"Fraud and Corruption:

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.[11] 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;[12];

(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;[13]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose,

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

12 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.

13 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.

including to influence improperly the actions of another party;[14]

(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;[15]

(v) "obstructive practice" is

(a) 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;

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[14] 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.

[15] For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(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,[16] 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 nominated[17];

(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."

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16 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.

17 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

Section VII - Works Requirements

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Specifications

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged by the World Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established

principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and

workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

"Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher

quality, the Contractor shall comply with the standards specified in the documents."

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Environmental, social, health and safety requirements

The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The Employer should attach or refer to the Employer's environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.

Suggested content for an Environmental and Social Policy (Statement)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause

and Appendix B to the General Conditions of Contract. As a minimum, the policy is set out to the commitments to:

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children,, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation and protects whistleblowers;*
10. *minimize the risk of HIV transmission and to mitigate the*

effects of HIV/AIDS associated with the execution of the Works;

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *Grievance redress mechanisms.*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
- *GBV/SEA prevention and management*

The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 3 Language and Law

Sub-clause 7.1 Subcontracting

Sub-clause 8.1 Other Contractors

Sub-clause 9 Personnel and Equipment

Sub-clause 12 Contractor's Risks

Sub-clause 15.1 Contractor to Construct the Works

Sub-clause 18.1 Safety and Protection of environment

Sub-clause 19.1 Discoveries

Sub-clause 31 Early Warnings

Sub-clause 41.4 Payments

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

A minimum requirement for the Code of Conduct should be set out, by the Employer taking into consideration the issues, impacts, and mitigation measures identified for example in :

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining *a safe environment etc.*

[Amend the following instructions to the Bidder taking into account the above considerations.]

A satisfactory code of conduct will contain obligations on all Contractor's personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)

5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code

15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- Understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

PAYMENT FOR ESHS REQUIREMENTS

The Employer's ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the majors necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.

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.

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.

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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 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 42 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 53.1.

(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) Day works 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 Sub-Clause 34.1 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 documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification 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**.

2. Interpretation

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.

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).

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,[18] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

The language of the Contract and the law governing the Contract are **stated in the PCC**.

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

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

(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.

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

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.

If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Employer's and

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

Contractor's Risks Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks 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.

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

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.

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.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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.

Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

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

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

Intended Completion Date

complete them by the Intended Completion Date.

17. Approval by the Project Manager

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

The Contractor shall be responsible for design of Temporary Works.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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. Safety and Protection of the Environment

The Contractor shall be responsible for the safety of all activities on the Site.

Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall 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

The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

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.

The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub- Clause 22.2 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 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.

The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

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. Corrupt and Fraudulent Practices

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix A to the GCC.

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.

B. Time Control

26. Program

26.1 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.

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.

The Contractor shall submit to the Project Manager for approval an updated Program 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 a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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.

27. Extension of the Intended Completio

27.1 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

n Date

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.

27.2 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.

28. Acceleration

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.

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.

29. Delays Ordered by the Project Manager

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

30. Management Meetings

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.

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.

31. Early Warning

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.

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

32. Identifying Defects

32.1 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.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification 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.

34. Correction of Defects

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.

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.

35. Uncorrected

35.1 If the Contractor has not corrected a Defect within the time specified in the Project

Defects 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

36. Contract Price[19]

36.1 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.

37. Changes in the Contract Price[20]

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.

If requested by the Project Manager, the Contractor shall provide the Project Manager

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[19] In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:
36.1 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.

[20] In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:
37.1 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.

with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

All Variations shall be included in updated Programs[21] produced by the Contractor.

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 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.

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.

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.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

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

[21] In lump sum contracts, add "and Activity Schedules" after "Programs."

quantity of work above the limit stated in 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. [22]

39. Cash Flow Forecasts

39.1 When the Program,[23] 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.

40. Payment Certificates

The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

The value of work executed shall be determined by the Project Manager.

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22 In lump sum contracts, delete this paragraph.

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

The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[24]

The value of work executed shall include the valuation of Variations and Compensation Events.

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.

41. Payments

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.

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

[24] 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."

the absence of dispute.

Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

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.

42. Compensation Events

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.

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.

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.

42.4 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.

43. Tax

43.1 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 44.

44. Currencies

44.1 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.

45. Price Adjustment

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:

$$P_c = A_c + B_c \, Imc/Ioc$$

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 coefficients[25] **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."

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

[25] 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, 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.

next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

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.

Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, 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.

47. Liquidated Damages

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

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 41.1.

48. Bonus

48.1 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.

49. Advance Payment

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.

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.

49.3 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.

50. Securities

50.1 The 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 Completion Certificate in the case of a Performance Bond.

51. Dayworks

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.

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.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 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

53. Completion

53.1 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.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 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.

56. Operating and Maintenance Manuals

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

If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1**,** 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.

57. Termination

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

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 corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

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.

58. Payment upon Termination

58.1 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.

58.2 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.

59. Property

59.1 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.

60. Release from Performanc e

60.1 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.

61. Suspension of Bank Loan or Credit

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 it within the 28 days for payment provided for in Sub-Clause 40.1, 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 AUGUST 2011:

"Fraud and Corruption:

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.[26] 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;[27];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly

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

[27] 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.

misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[28]

(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;[29]

(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;[30]

(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.

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28 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.

29 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.

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

(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,[31] 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 nominated[32];

[31] 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.

[32] 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.

(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."

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

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 and all fatalities that require treatment;*

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. *HIV/AIDS: 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 HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.

iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (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. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, 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 and vehicles/equipment:

i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. 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 GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section 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:
GCC 1.1 (s)	The Employer is *[insert name, address, and name of authorized representative].*
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be *[insert date]* *[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]*
GCC 1.1 (y)	The Project Manager is *[insert name, address, and name of authorized representative].*
GCC 1.1 (aa)	The Site is located at *[insert address of Site]* and is defined in drawings No. *[insert numbers]*
GCC 1.1 (dd)	The Start Date shall be *[insert date].*
GCC 1.1 (hh)	The Works consist of *[insert brief summary, including relationship to other contracts under the Project].*
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) "ESHS" means environmental, social (including sexual

	exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: *[insert nature and dates, if appropriate]*
GCC 2.3(i)	The following documents also form part of the Contract: *[list the following and any other relevant documents]* (i) the ESHS Management Strategies and Implementation Plans; and Code of Conduct (ESHS).
GCC 3.1	The language of the contract is *[insert name of the language. The language shall be that of the bid].* The law that applies to the Contract is the law of *[insert name of Country].*
GCC 5.1	The Project manager *[may or may not]* delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]*
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. 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. [insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]
GCC 9.2	**Code of Conduct (ESHS)** The following is inserted at the end of GCC 9.2: "The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime)."
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: *[insert amounts]*. (b) For loss or damage to Equipment: *[insert amounts]*. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*. (d) for personal injury or death: (i) of the Contractor's employees: *[amount]*. (ii) of other people: *[amount]*.
GCC 14.1	Site Data are: *[list Site Data]*
GCC 16.1 (add new	**ESHS Management Strategies and Implementation**

16.2)	**Plans** The following is inserted as a new sub-clause 16.2: "**16.2** The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than

	every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager."
GCC 20.1	The Site Possession Date(s) shall be: *[insert location(s) and date(s)]*
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: *[insert name of Authority].*
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: *[insert hourly fees and reimbursable expenses].*
GCC 24.4	*[For smaller contracts, the institution is usually from the* Employer's *country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]* Institution whose arbitration procedures shall be used: ..... *[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]* ***"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:*** Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in

	accordance with the UNCITRAL Arbitration Rules as at present in force." or *"Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):* All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules." or *"Rules of Arbitration Institute of the Stockholm Chamber of Commerce:* Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce." or *"Rules of the London court of International Arbitration:* Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause." The place of arbitration shall be: *[Insert city and*

	country]
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within *[number]* days from the date of the Letter of Acceptance.
GCC 26.2	**ESHS Reporting** Inserted at the end of GCC 26.2 "In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager. (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations

	involving children.
GCC 26.3	The period between Program updates is *[insert number]* days. The amount to be withheld for late submission of an updated Program is *[insert amount]*.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: *[insert number]* days. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 38.2	At the end of 38.2 add after the first sentence: "The Contractor shall also provide information of any ESHS risks and impacts of the Variation."
GCC 40	Add new GCC 40.7: "40.7 if the Contractor was, or is, failing to perform any ESHS 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: (i) failure to comply with any ESHS 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; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) Failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 44.1	The currency of the Employer's country is: *[insert name of currency of the* Employer's *country]*.

GCC 45.1	The Contract *[insert "is" or "is not"]* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[specify "does" or "does not"]* apply. *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]* The coefficients for adjustment of prices are: (a) For currency *[insert name of currency]*: (i) *[Insert percentage]* percent nonadjustable element (coefficient A). (ii) *[Insert percentage]* percent adjustable element (coefficient B). (b) For currency *[insert name of currency]*: (i) *[Insert percentage]* percent nonadjustable element (coefficient A). (ii) *[Insert percentage]* percent adjustable element (coefficient B). The Index I for local currency shall be *[insert index]*. The Index I for the specified international currency shall be *[insert index]*. *[These proxy indices shall be proposed by the Contractor, subject to acceptance by the* Employer*]* The Index I for currencies other than the local currency and the specified international currency shall be *[insert index]*. *[These proxy indices shall be proposed by the Contractor, subject to acceptance by the* Employer.*]*

GCC 46.1	The proportion of payments retained is: *[insert percentage]* *[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]*
GCC 47.1	The liquidated damages for the whole of the Works are *[insert percentage of the final Contract Price]* per day. The maximum amount of liquidated damages for the whole of the Works is *[insert percentage]* of the final Contract Price. *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]*
GCC 48.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price. *[If early completion would provide benefits to the* Employer, *this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]*
GCC 49.1	The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor no later than *[insert date(s)]*.
GCC 50.1	An Environmental, Social, Safety and Health (ESHS) Performance Security [*'shall' or 'shall not', choose either option consistent with the BDS*] be provided to the Employer.] [If an ESHS Security is required, replace GCC 50.1

	with the following otherwise delete.] "GCC 50.1 is replaced with the following The Performance Security and an Environmental, Social, Safety and Health (ESHS) 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 (for GCC 50.1). The Performance Security shall be issued 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 ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ESHS 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 Completion Certificate in the case of a Performance Bond."
GCC 50.1	The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the* Employer*]* (a) Performance Security – Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the

	amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. (c) Environmental, Social, Safety and Health (ESHS) Performance Security - Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*. [**delete if not applicable**]. *[A **Bank Guarantee** shall be unconditional (on demand) (see Section X, Contract Forms). The ESHS Performance Security will normally be in the amount(s) of between 1% to 3% of the Accepted Contract Amount. The sum of the total "demand guarantees" (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted Contract Amount. A **Performance Bond** is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the* Employer. *An amount of 30 percent of the contract price is commonly used internationally for this type of security (see Section X, Contract Forms).]*
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is *[insert date]*. The date by which "as built" drawings are required is *[insert date]*.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *[insert*

	amount in local currency].
GCC 57.2 (g)	The maximum number of days is: *[insert number; consistent with Clause 47.1 on liquidated damages].*
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is *[insert percentage].*

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.

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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, Social, Health and Safety Performance Security *[Delete ESHS 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 ESHS Performance Security Form, *[Delete reference to the ESHS 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 the . . . . . . day 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; [33] and

(i) any other document **listed in the PCC** as forming part of the Contract;

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.

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:	Signed by: .....
for and on behalf of the Employer	for and on behalf the Contractor
in the	in the .....

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

presence of:	presence of: .....
Witness, Name, Signature, Address, Date	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

[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.*

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.

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 date twenty-eight days after the expected completion date as described in GC Clause 53.1. 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."*

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 the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the

heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the 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, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

ESHS 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

[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.*

the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) 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.

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 date twenty-eight days after the expected completion date as described in GC Clause 53.1. 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."*

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

[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.*

complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[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

[2] *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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.

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 contract [34]for [*insert title of contract*][35].

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.]*[36].

[34] *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."*

[35] *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."*

[36] *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.*

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 documents during office hours *[insert office*

5.

6.

7. *hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this invitation]* [37].

8. 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 fee[38] of [*insert amount in Borrower's currency or in a convertible currency*]. The method of payment will be [*insert method of payment*].[39] The document will be sent by [*insert delivery procedure*].[40]

9. Bids must be delivered to the address below *[state address at the end of this invitation]*[41] on or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids

[37] *The office for inquiry and issuance of bidding documents and that forbid submission may or may not be the same.*

[38] *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.*

[39] *For example, cashier's check, direct deposit to specified account number, etc.*

[40] *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.

[41] *Substitute the address for bid submission if it is different from address for inquiry and issuance of bidding documents.*

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]*.

10. All bids must be accompanied by a *[insert "Bid Security" or "Bid-Securing Declaration," as appropriate]* of *[Kshs.397,000 and currency in case of a Bid Security.*

11. 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, and 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: